FRANCHISE DISCLOSURE DOCUMENT

F45 Training Incorporated
a Delaware Corporation
3601 South Congress Avenue
Building E
Austin, Texas 78704
(737) 787-1955
legal@f45training.com
www.f45training.com
www.f45invest.com
https://www.linkedin.com/company/f45-training
https://www.instagram.com/f45_training
https://www.facebook.com/F45FunctionalTraining

The franchise is for the establishment and operation of an F45 training studio ("**F45 Studio**" or "**Studio**") which provides exercise training that involves alternating periods of short, intense anaerobic exercise. The total investment necessary to begin operation of an F45 Studio is between $269,200 to $694,100. This includes $188,000 to $214,600 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your Franchise Agreement and any 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 F45 Training Incorporated at 3601 South Congress Avenue, Building E, Austin, Texas 78704; (737) 787-1955.

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 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.

Date of Issuance: November 29, 2023.

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 F.
How much will I need to invest?	Item 5 and Item 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 21or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only F45 Training 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?	Item 3 and Item 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be F45 Training franchisee?	Item 20 or Exhibit F list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation or litigation only in Texas. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with franchisor in Texas than in 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. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

4. **Mandatory Minimum Payment.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

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

ADDENDUM TO THE F45 TRAINING INCORPORATED
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF 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 five 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 sub-franchisor.

(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.

The address for notices to the Michigan attorney general is: Department of the Attorney General, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 1st Floor, 525 W. Ottawa Street, Lansing, MI 48909; phone number 517-373-7117.

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

This disclosure document does not provide all of the information you should consider in deciding whether to enter into a franchise agreement. You should independently investigate this franchise opportunity and consult with an advisor such as an attorney and/or accountant.

The Franchisor, and any Parents, Predecessors, and Affiliates

Franchisor and Parents

The franchisor is F45 Training Incorporated, referred to in this disclosure document as "we," "us," or "our." We refer to the person interested in buying the franchise as "you" or "your." If you are a corporation, partnership, limited liability company, or other entity, certain provisions of the Franchise Agreement will apply to your owners. These will be addressed in this disclosure document where appropriate.

We were incorporated in Delaware on March 25, 2015, and our principal business address is 3601 South Congress Avenue, Building E, Austin, Texas 78704. We do business under our corporate name and under the name "F45 Training."

We sell franchises for exercise training businesses that do business under the mark "F45 Training" ("**F45 Studios**" or "**Studios**").

We began to offer franchises on August 1, 2015. We are not engaged in any other businesses and have never offered franchises in any other lines of business.

In 2017, we and our affiliates restructured. Our immediate parent is F45 ROW Hold Co Pty Ltd, an Australia proprietary company. Our intermediate parents are F45 Aus Hold Co Pty Ltd, Flyhalf Acquisition Company Pty Ltd, and Flyhalf Australia Holding Company Pty Ltd, each of which are Australia proprietary companies. Our ultimate parent is F45 Training Holdings Inc., a Delaware corporation ("**Holdings, Inc**.") whose principal place of business is 3601 South Congress Avenue, Building E, Austin, Texas 78704. All of our intermediate parents have a principal place of business at 3601 South Congress Avenue, Building E, Austin, Texas 78704. None of the entities set forth in this paragraph: (i) provide products or services to our franchisees directly; or (ii) have directly offered or sold franchises in any line of business.

Affiliates That Offer "F45" Brand Franchises

Our affiliate, F45 U LLC, a Delaware limited liability company, licenses to others the opportunity to operate Studios on university campuses, country clubs and other "non-traditional" venues. The Studios operated at these locations are a smaller footprint and provide limited equipment and services and are offered under a different arrangement.

Our affiliates listed below began offering franchises of the type offered by this disclosure document on the dates and in the countries/regions as indicated: (1) F45 Training Canada Limited, a Canada limited partnership – Canada; February 11, 2016; (2) F45 Training Asia Private Ltd., a Singapore limited partnership – Asia; December 23, 2015; (3) F45 Training Pty. Ltd., an Australia limited partnership – Australia, New Zealand, the Pacific; March 7, 2013; and (4) Functional 45 Training Limited, an Ireland limited partnership – Europe and the United Kingdom; April 6, 2016; (5) F45 India Private Limited, an Australia company – India, April 1, 2019 (collectively, "**F45 Affiliates**"). The principal place of business for each of the F45 Affiliates is Suite 2.01, Rugby Australia Building, Moore Park, NSW 2021.

Except as noted below, F45 Affiliates do not offer franchises in any other line of business, except as noted herein. We have no other parents, affiliates, or predecessors.

Affiliates That Offer "FS8" Franchises and "Vaura" Franchises

Our affiliate, FS8, Inc. ("**FS8**"), a Delaware corporation with a principal business address of 3601 South Congress Avenue, Building E, Austin, Texas 78704, franchises studios that provide indoor fitness classes through a combination of Pilates, yoga and stretch under the FS8™ marks. FS8 began offering franchises in June of 2021. As of December 31, 2022 there were no franchised FS8 studios actively open and providing classes. Our affiliates listed below began offering FS8 franchises on the dates and in the countries/regions as indicated: (1) FS8 Pty Ltd, an Australia limited partnership – Australia, New Zealand, the Pacific; November 25, 2020; (2) F45 Training Asia Private Ltd., a Singapore limited partnership – Asia; July 8, 2021; and (3) Functional 45 Training Limited, an Ireland limited partnership – Europe and the United Kingdom; July 14, 2021.

Several of our affiliates operate and/or grant franchises for the operation of studios that provide Pilates workouts under the name and mark "Vive Active" or "Vaura." Our affiliate, Surf and Turf Holdings Pty Ltd ("**Vaura**"), an Australia limited partnership with a principal business address of 3601 South Congress Ave, Building E, Austin, Texas 78704, operates as, and grants franchises for, "Vive Active" in Australia, and operates as, and grants franchises for, "Vaura" in the US and certain other countries. Vaura is in the business of offering franchises, and supporting franchisees operating studios in Australia that provide Pilates workouts under the name "Vive Active". Vaura will begin offering franchises in Australia in 2023 under the Vive Active marks, and F45 Training Asia Private Ltd., a Singapore limited partnership – Asia began offering Vive Active franchises on October 1, 2022. As of December 31, 2022, there are no Vaura franchises being offered in the US and there were no franchised Vaura studios actively open and providing classes in the US. Our affiliates expect that one Vaura licensed or franchised studio will open in the United States by the end of 2023.

Agent for Service of Process

Our agents for service of process are listed in Exhibit E.

The Franchised Business We Offer

We sell franchises for the right to use a distinctive system of exercise training that involves alternating periods of short, intense anaerobic exercise under the F45 trade name, trademark, and business system ("**System**") for: (i) the operation of an F45 Studio, (ii) the provision of services that we designates from time to time (including, by way of example only, certain at-home workouts, workouts designed for specific age groups, or boot camps) ("**Approved Services**") and (iii) the provision of certain products related to the operation of an F45 Studio and the provision of the Approved Services (collectively, the "**Franchise Business**"). The System includes distinctive exterior and interior design, decor, color scheme, and furnishings; uniform standards, specifications, policies, and procedures for operations; quality and uniformity of the products and services offered; procedures for inventory, management, and financial control; training and assistance; advertising and promotional programs; and other standards, specifications, techniques, and procedures that we designate for developing and operating F45 Studios; all of which may be changed, deleted, improved, and further developed by us from time to time (collectively, "**System Standards**").

You must operate your Franchise Business under the "F45" mark and use other trade names, service marks, trademarks, logos, and other symbols we designate (or may later designate) in writing for use in the System (collectively, "**Marks**").

The Franchise Agreement (Exhibit A to this disclosure document) gives you the right to establish and operate one Studio at a specified location within a protected area.

In the past, we offered and granted franchises for the right to develop multiple F45 Studios, pursuant to development agreement, under which a franchisee or developer would commit to develop a specified number of F45 Studios, over a specified period of time, and within a specified area. The franchisee/developer would sign individual Franchise Agreements for each F45 Studio that it was required to develop. These were referred to as "Development Deals". We no longer offer Development Deals.

We may require your current and future Principal(s) (as defined in the Franchise Agreement) to sign a Principals' Guaranty and Assumption Agreement ("**Guaranty**"), guaranteeing your performance and binding themselves individually to certain provisions of the Franchise Agreement, including the covenants against competition and disclosure of confidential information, restrictions on transfer, and dispute resolution procedures. If there are Principals who are not required to sign the Guaranty, they must each sign a Confidentiality Agreement and Ancillary Covenant Not to Compete, with Principals' undertakings, in the form attached to the Franchise Agreement.

The Franchise Agreement requires you to designate an "Key Person". Your Key Person is the main individual responsible for your business. If you are an individual, you will be the Key Person. If you are not an individual, you must designate someone who meets our requirements and whom we approve to be your Key Person. Your Key Person must have at least 10% ownership in your entity and must sign the Guaranty.

In connection with the development and operation of your F45 Studio, we offer certain optional add-ons for your F45 Studio. We currently offer optional recovery amenities (**"Recovery Amenities"**) where customers will have access to recovery services to help them warm-up or recover from their workouts. The Recovery Amenities will include various recovery equipment including but not limited to infrared saunas, massage guns, massage chairs, and compression therapy.

Competition

The market for fitness, exercise, and physical training services is highly competitive. There is competition for management and other personnel for the Franchise Business and for commercial real estate sites suitable for F45 Studios. You must expect to compete with fitness training businesses that are the same as or similar to the Franchise Business and other competing concepts. Competitors may be locally-owned or large regional or national chains. The fitness and exercise business is also affected by changes in consumer tastes, demographics, traffic patterns, and economic conditions.

Industry-Specific Regulations

You must comply with all state and local laws, rules, and regulations that apply to exercise and fitness businesses. Specifically, many states and local municipalities have laws and regulations that apply specifically to membership contracts, operations, and licenses. Many states limit the length of time your Member contracts can be, require specific provisions be included in Member contracts, require Member contracts to look a certain way (such as format and font size), and require Members be granted certain termination rights. Some state regulations may also require you to: (1) obtain a bond to protect pre-paid membership fees you collect; (2) staff the Studio during all hours of operation; (3) staff the Studio with one or more persons who are CPR-certified or who have other specialized training; (4) maintain an automated external defibrillator (AED) and other first aid items and equipment at the Studio; and/or (5) charge sales tax on memberships. You should consider these laws and regulations when evaluating your purchase of a franchise.

Since 2020, many states and municipalities instituted regulations in response to the COVID-19 pandemic, some of which apply to exercise and fitness businesses, either specifically or as general retail regulations.

ITEM 2
BUSINESS EXPERIENCE

Thomas Dowd: Director, CEO

Tom Dowd has served as our Chief Executive Officer since March 2023. Prior to joining F45, Tom served as Chief Executive Officer of the lifestyle nutrition brand, Performance Inspired Nutrition, a company that he co-founded and led alongside Mark Wahlberg located in Pittsburgh, Pennsylvania. Tom served in this role at Performance Inspired Nutrition from January 2016 to March 2023. Prior to his work at Performance Inspired Nutrition, Tom spent 25 years at GNC Holdings, Inc in Pittsburgh, Pennsylvania from March 1989 to September 2014, ending as Executive Vice President, Chief Merchandising Officer, and General Manager.

Luke Armstrong: Chief Revenue Officer

Luke Armstrong has been our Chief Revenue Officer since October 2018, and has served as the Chief Revenue Officer for our affiliate, F45 Training Pty. Ltd., since that time. Previously, he was our Director of Global Sales and the Director of Global Sales for our affiliates from October 2013 to October 2018. Luke is based in Sydney, Australia.

Patrick Grosso: Chief Legal Officer and Interim Chief Financial Officer

Patrick Grosso has been our Chief Financial Officer, as well as the Chief Financial Officer of our affiliates and parent since July 2023. He has been our Chief Legal Officer since October 2019. Prior to joining us, he was a self-employed attorney in Salt Lake City, Utah from January 2017 until February 2018 and from May 2019 until September 2019. He was the Chief Financial Officer, Chief Administrative Officer, and Chief Legal Officer of a national pharmacy in Salt Lake City, Utah from March 2018 until April 2019. From July 2013 until December 2016, he was the Vice President of Strategic Initiatives and Chief Legal Officer of Skullcandy Inc. in Salt Lake City, Utah. Patrick is based in Los Angeles, California.

Ryan Mayes: Chief Operating Officer

Ryan Mayes has served as our Chief Operating Officer since July 2023. Prior to that, he was our Chief Strategy Officer from October 2021 to July 2023. Prior to joining us, he was an Investment Banker for Goldman Sachs in Los Angeles, California from July 2010 to October 2021. Ryan is based in Los Angeles, California.

Brian Killingsworth: Chief Marketing Officer

Brian Killingsworth has served as our Chief Marketing Officer since March 2022. Prior to joining us, he was the Global CMO for Legends in Frisco, Texas from December 2021 to March 2022. He was Chief Marketing Officer the Vegas Golden Knights in Las Vegas, Nevada from July 2017 to December 2021. Brian is based in West Palm Beach, Florida.

Elizabeth ("Liz") Hebert: General Counsel

Liz Hebert has served as our General Counsel since November 2023. Prior to that, she was our Associate General Counsel from August 2020 to November 2023, the Associate General Counsel of our affiliates since August 2020, and our Legal Counsel from June 2019 to August 2020. Prior to joining us, she was Legal Counsel for Genius Sports in Los Angeles, California from June 2017 to June 2019. Liz is based in Austin, Texas.

ITEM 3
LITIGATION

Terrell Owens v. F45 Training Inc.; Case No. BC680415, in the Superior Court of California for the Central District of the County of Los Angeles, California: On October 19, 2017, Terrell Owens ("Owens") filed suit against us claiming breach of contract and common law and statutory misappropriation of name and likeness. Owens alleges that we entered into an oral agreement whereby F45 would be permitted to use Owens' name and likeness in the marketing of F45 franchises in exchange for the payment of $15,000 for each promotional video and payment of $25,000 for each of the first 25 F45 franchises sold in the US after July 13, 2016 and $5,000 for each of the 26th and subsequent F45 franchises sold in the US after July 13, 2016, until such time as the agreement is mutually terminated. Owens is seeking: (1) an injunction to prevent us from using Owens' likeness, (2) consequential damages in excess of $725,000, and (3) additional amounts and unspecified damages for (a) misappropriation of Owens' likeness, (b) alleged profits we gained from using Owens' likeness, (c) punitive and exemplary damages, and (d) attorneys' fees. On November 20, 2017, we filed a verified answer to Owens' complaint, admitting the oral agreement for the payment of $15,000 for each promotional video (Owens was paid $30,000 for two videos) and denying all other allegations. This matter is in the discovery phase. Trial is set for May 1, 2024.

Chanelle Rezko and Serena Johnson v. F45 Training, Inc. and Chicago Athletic Clubs, LLC, Case No. 2020CH05648, in the Circuit Court of Cook County, Illinois County Department, Chancery Division: On November 25, 2020 the Plaintiffs filed a complaint, and on April 14, 2021 the Plaintiffs filed an amended complaint against F45 Training, Inc., Robert B. Deutsch, Carl Giammarco, Chicago Athletic Clubs, LLC, Laurence Weiner, and Patrick Cunningham seeking declaratory relief and damages. The Plaintiffs allege that F45 and individuals related to F45 violated the Illinois Franchise Disclosure Act, the Illinois Uniform Deceptive Trade Practices Act, and the Illinois Consumer Fraud and Deceptive Business Practices Act by failing to disclose certain information including information relating to a prior lawsuit, failing to provide an updated disclosure statement, and by collecting royalties that were allegedly improper. The Plaintiffs further allege that F45 aided and abetted in tortious interference with Plaintiffs' prospective economic advantage by failing to prevent misconduct by Chicago Athletic Clubs (an F45 franchisee). On July 31, 2023, the Circuit Court granted the Plaintiff's partial summary judgment with regards to liability for violations under the Illinois Franchise Disclosure Act and the Illinois Consumer Fraud and Deceptive Business Practices Act for failing to disclose certain information including information relating to a prior lawsuit and failing to provide an updated disclosure statement. Damages regarding this specific liability have not yet been determined. Litigation continues regarding the Plaintiff's remaining claims.

Functional HIIT Fitness, LLC v. F45 Training, Inc., Adam Gilchrist, Robert Deutsch, Marc Marano, Luke Armstrong, and Nick Abrahams, Case No. 5:22-cv-10168-FKB-KGA (E.D. Mich.). On or about January 26, 2022, Functional HIIT Fitness, LLC, an F45 franchisee, filed suit in federal court in Michigan against us and certain of our current and former officers and employees. The Complaint alleges claims for breach of contract, breach of the implied covenant of good faith and fair dealing, violations of the Michigan Franchise Investment Law, violations of the California Franchise Investment Law ("CFIL"), fraudulent inducement, negligent misrepresentation, and violations of the Delaware Deceptive Trade Practices Act ("DDTPA"). The Complaint seeks unspecified monetary damages, rescission of the franchise agreements entered into by the plaintiff, exemplary and special damages in an unspecified amount, restitution in an unspecified amount, attorneys' fees and costs, and other unspecified relief. On September 28, 2023, the Court dismissed the claims for breach of the implied covenant of good faith, unjust enrichment, violations of the CFIL, and DDTPA, and dismissed all claims against Gilchrist, Deutsch, Armstrong, and Abrahams. F45 and Marano have answered with respect to the remaining claims, and F45 has filed counterclaims against Functional HIIT and its principal, Donald Jordan, who has answered and filed counterclaims on his

own behalf against F45 and Marano. Discovery is commencing and is scheduled to close on June 21, 2024. Dispositive motions are to be filed by August 22, 2024. No trial date has been set.

Nascot Enterprises, LLC v. F45 Training Inc. and Marc Marano, No. 2:23-cv-11524-GAD-APP (E.D. Mich.). On or about June 26, 2023, Nascot Enterprises, LLC, an F45 franchisee, filed suit in federal court in Michigan against us and a former franchise salesperson, Marc Marano. The Complaint alleges claims for breach of contract, breach of the implied covenant of good faith and fair dealing, violations of the Michigan Franchise Investment Law, violations of the California Franchise Investment Law ("CFIL"), fraudulent inducement, negligent misrepresentation, and violations of the Delaware Deceptive Trade Practices Act ("DDTPA"). The Complaint seeks unspecified monetary damages, rescission of the franchise agreements entered into by the plaintiff, exemplary and special damages in an unspecified amount, restitution in an unspecified amount, attorneys' fees and costs, and other unspecified relief. Marano was voluntarily dismissed from the case on October 12, 2023. On the same date, F45 moved to dismiss all claims against it. That motion is being briefed and is set to be argued on March 7, 2024. Discovery has not commenced and no trial or other post-motion deadlines have been set.

Kenzie Goer v. F45 Training Holdings, Inc., Chris Payne, Adam Gilchrist, Michael Raymond, Darren Richman, and Mark Wahlberg; Civil Action No.1:22-cv-01291, US District Court for the Western District of Texas (filed December 8, 2022). The plaintiff, Kenzie Goer, a holder of F45 Training Holdings, Inc. common stock, filed a Complaint against our parent company, F45 Training Holdings, Inc. ("Holdings, Inc.") and five officers and/or directors of Holdings, Inc., for alleged damages that were suffered as a result of alleged securities law violations and false and/or misleading statements and/or material omissions. The Complaint includes a claim for violation of Section 11 of the Securities Act of 1933 against all defendants, based on allegations of untrue statements and omissions of material fact in the Form S-1 Registration Statement and accompanying Prospectus and Supplemental Prospectus (collectively, the "Registration Statement") issued in connection with Holdings, Inc.'s July 16, 2021 initial public offering (the "Offering"). The Complaint also includes a claim for violation of Section 15 of the Securities Act of 1933 against the individual defendants, based on their participation in the preparation and dissemination of the allegedly materially misstated Registration Statement which they executed. The plaintiff has requested an unspecified amount of damages, attorney's fees, expert's witness fees and costs. The plaintiff has asserted these claims on behalf of an alleged class of unnamed persons and entities that purchased or otherwise acquired the common stock of Holdings, Inc. pursuant to the Registration Statement issued in connection with the Offering. The case is pending. We understand that Holdings, Inc. and the individual defendants deny all of the charges and intend to file responses when due, and that Holdings, Inc. and the individual defendants intend to vigorously defend this suit.

State of Washington Consent Order, Order No.: S-19-2681-19-CO01. F45 signed a Consent Order with the Washington State Department of Financial Institutions Securities Division (the "Division"), which was entered effective October 18, 2022. The Division alleged that F45's franchise disclosure document for a prior period was not compliant with the Franchise Investment Protection Act of Washington, RCW Sec. 19.100 ("FIPA"), and that F45 practices during this period did not comply with certain provisions of the FIPA. The Division concluded that: (i) F45 violated RCW 19.100.170(1) because it made untrue statements of material fact or omitted material facts to the Division in its franchise registration applications; (ii) F45 violated RCW 19.100.170(2) because it made untrue statements of material fact or omitted to state material facts necessary to make the statements, in light of the circumstances in which they were made, not misleading; (iii) F45 violated RCW 19.100.080 because it required prospective franchisees to make payments to F45 in connection with proposed franchise sales before providing a copy of its current FDD to them; and (iv) F45 violated RCW 19.100.180(2)(a) because it restricted or inhibited the right of a franchisee to join an association of franchisees. F45 neither admitted nor denied the findings of fact or the conclusions of law stated in the Consent Order. F45, on behalf of itself and its agents and employees, agreed to cease

and desist from offering or selling franchises in violation of RCW 19.100.170, RCW 19.100.080, and RCW 19.100.180. F45 agreed to pay $15,437.50 and offer rescission to seven franchisees in Washington in connection with the Consent Order.

State of Washington Consent Order, Order No.: S-23-3534-23-CO-01. F45 signed a Consent Order with the Washington State Department of Financial Institutions Securities Division (the "Division") on November 20, 2023, and we anticipate that it will become effective in December 2023 when it is executed by the Division. The Division alleged that during the period of August 2022 through December 2022, F45 provided several Washington franchisees with FDDs that inaccurately described Washington Consent Order No. S-19-2681-19-CO01 (the "2022 Consent Order"). In February 2023, in response to comments and a request from the Division, F45 revised the description of the 2022 Consent Order in the FDD (which is the action disclosed immediately above). The Division concluded that F45's offer of franchises with the inaccurate description of the 2022 Consent Order violated RCW 19.100.170, the antifraud section of the Franchise Investment Protection Act, because it made untrue statements of material fact or omitted to state material facts necessary to make the statements, in light of the circumstances in which they were made, not misleading. F45 neither admitted nor denied the findings of fact or the conclusions of law stated in the Consent Order. F45, on behalf of itself and its agents and employees, agreed to: (i) cease and desist from offering or selling franchises in violation of RCW 19.100.170; and (ii) pay investigative costs in the amount of $2,675.

State of California Consent Order, File No.: 21265. F45 signed a Consent Order with the Commissioner of Financial Protection and Innovation of the State of California (the "Commissioner"), which was entered effective October 17, 2023. The Commissioner alleged that: (i) from November 2015 to September 2019, F45 provided to certain prospective franchisees in California financial performance representations, including a cash flow model, videos, and advertising materials, that included information that was not in F45's FDDs; and (ii) during 2016 and 2017, F45 had agreements with sports teams, athletes, and coaches compensating them for the use of their logos, names, and likeness, and did not disclose these agreements in its FDDs registered in California. The Commissioner concluded that F45 made unlawful financial performance representations and failed to include required disclosures involving the use of public figures to promote franchise sales in violation of Corporations Code section 31201. F45, on behalf of itself and its agents and employees, agreed to (a) desist and refrain from violating Corporations Code section 31201; (b) cause certain persons to attend remedial California franchise law compliance education; (c) pay an administrative penalty of $152,500; and (d) offer rescission to certain franchisees in California that entered franchises during the specified time period.

Settlement Agreement Between The Michigan Department of Attorney General and F45 Training, Inc. Case No.: 2022-0357768-A. F45 entered into a Settlement Agreement with the Michigan Department of Attorney General ("DAG"), which was made effective August 24, 2023. The Settlement Agreement arose out of DAG's Corporate Oversight Division investigation into allegations that F45 employees or agents may have made estimates, projections, or representations about actual or potential franchisee financial performance in violation of Sections 5 or 8 of the Michigan Franchise Investment Law MCL 445.1501 *et seq* (the "MFIL"). F45 agreed to pay $95,000 to DAG which DAG will use to compensate F45 franchisees in DAG's sole discretion. In addition, F45 agreed to make rescission offers in accordance with MFIL Section 445.1531 to certain franchisees in Michigan who purchased their franchises directly from F45 on or after May 8, 2019. F45 also agreed to refund a $2,500 deposit to one prospective franchisee that did not open a studio. F45 agreed to comply with the provisions of the MFIL in any future franchising activities in Michigan. The Settlement Agreement is neither an admission of liability on the part of F45 nor a concession by DAG that its claims are not well-founded.

Chad Remley and Defining Functional Movement II, LLC v. F45 Training, Inc., Greenlea Fitness, LLC, Andrew Finney, and Colby Cowan, Case No. 23CV-39, in the Chancery Court of Sumner County, Tennessee at Gallatin: On or around March 24, 2023, the Plaintiffs, a former F45 franchisee and its principal, filed a complaint, and on June 22, 2023, they filed an amended complaint against F45 Training, Inc., Greenlea Fitness, LLC, Andrew Finney, and Colby Cowan seeking damages. The Plaintiffs allege that F45 committed fraud by representing that it provided a uniform franchise system without intending to enforce certain no-poach provisions in the Franchise Agreement; failing to disclose information relating to a prior lawsuit; and failing to enforce certain anti-poaching provisions. The Plaintiffs further allege that F45 conspired to tortiously interfere with the Plaintiffs' prospective economic advantage by failing to prevent misconduct by Andrew Finney (an F45 franchisee) and related entities and an employee; violated a Tennessee franchise law; and misappropriated the Plaintiffs' trade secret customer lists. On September 28, 2023, the Chancery Court dismissed the Tennessee franchise law claim with prejudice, and all of the remaining claims against F45 without prejudice pursuant to the Franchise Agreement's forum selection clause, which required the Plaintiffs to litigate their claims against F45 in the location where F45 maintains its principal place of business. The Plaintiffs have sought leave to file an interlocutory appeal of the ruling dismissing F45 from the case.

Other than the litigation described above, no other litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Establishment Fee and Document Preparation Fee

On the Effective Date of the Franchise Agreement, you must pay us: (i) a $35,000 establishment fee; and (ii) up to a $2,500 document preparation fee that will be applied to our cost to prepare the Franchise Agreement and any ancillary documents. We have a program under which we may discount the establishment fee by up to 50 percent for certain approved US military veterans. The establishment fee and document preparation fee are not refundable under any circumstances. Upon execution of the Franchise Agreement and payment of the establishment fee and document preparation fee, you will be provided access to the F45 Intranet, including our intellectual property and confidential information we make available to you through the Intranet. Additionally, you will also be provided with access to F45 Support and F45 Tech to begin setting up and operating your Studio.

Equipment Pack Fee

You must also pay us or our affiliate $100,000 inclusive of shipping (but not applicable taxes and duties) for an "Equipment Pack," (the "**Equipment Pack Fee**") which includes the purchase of most of the inventory and equipment needed to start operating your Studio. You must pay us a non-refundable deposit of $10,000 toward the Equipment Pack Fee when you sign the Franchise Agreement, and the balance of the payment for the Equipment Pack Fee is due at the earlier of (a) when the order for your Equipment Pack is made, or (b) six (6) months after the Effective Date of the Franchise Agreement (the "**Final Payment Date**"). The Equipment Pack Fee includes shipping but excludes taxes and other delivery costs as well as other duties you may be required to pay. The Equipment Pack fee is not refundable. The Equipment Pack Fee of $100,000 is current as of the date of this disclosure document. In light of the current or potential disruptions in the market, supply chain issues, and other factors, we may experience unexpected and significant changes in the cost of the equipment. However, the Equipment Pack Fee is valid through the Final Payment Date. If you do not pay the Equipment Pack Fee prior to the Final Payment Date, the price may be increased to the then-current price of the Equipment Pack.

Nutritional Supplements

Upon ordering your Equipment Pack, you must also purchase from us or our affiliate for resale in your Studio an inventory of nutritional supplements in the amount of $3,000, the variety of which we will determine. This payment is nonrefundable.

Grand Opening

Beginning 120 days before the date that you open your Studio ("**Opening Date**") and continuing through 30 days after the Opening Date, you must spend a minimum of $25,000 on grand opening promotions ("**Grand Opening Expenditures**"). The grand opening promotions and marketing activities must be conducted in accordance with a budget that has been prepared by you and approved by us, or as otherwise recommended by us. If we direct, you must pay us, or third parties approved by us, part or all of the Grand Opening Expenditures. If we require that you pay us or third parties all or part of the Grand Opening Expenditures, then we or the required third party will conduct grand opening promotions on your behalf. If we require that you pay us the Grand Opening Expenditures, then you must make such payment the earlier of: (i) the date your Equipment Pack is ordered; or (ii) 4 months before the scheduled Opening Date of the Studio. This payment is nonrefundable.

Other Equipment

As described in Item 7, you are required to purchase other miscellaneous items to operate your Studio. These items may be purchased from us or, or from third parties approved by us. This includes: (i)

architectural floor plan design, engineering and construction/permit documents ($10,000 to $20,000); (ii) computer system ($1,000 to $2,000); (iii) AED ($1,500 to $2,100); (iv) F45 body fat scanner ($8,500); and equipment taxes ($0 to $15,000). The cost of the equipment is nonrefundable. The payment terms may be different in the event you purchase the equipment from a third party approved by us.

As described in Item 6, you are required to purchase at least $1,500 (not including shipping, taxes, and duties (if any)) of merchandise, goods, and equipment from us every three months during the term of the franchise agreement, and we reserve the right to vary the amount of these purchases from time to time upon notice to you.

General

Except as described above, the initial fees and payments are non-refundable, and are generally uniform and consistently applied to all new franchisees.

ITEM 6
OTHER FEES

Type of Fee[(1)]	Amount	Due Date	Remarks
Royalty Fee	The greater of 7% of Gross Sales[(2)] or $2,500 per month	On the first day of each calendar month based on the services provided and Gross Sales received in the prior month.	You must pay the royalty fee by electronic funds transfer, or any other means reasonably specified by Franchisor in writing. We reserve the right to increase the royalty rate based on changes to the Consumer Price Index.
Brand Fund	Up to 2% of Gross Sales, or $200 per month, whichever is higher	Payable monthly on the first day of each month for the prior month	See Note 2 for the definition of Gross Sales. In the 2022 fiscal year, we elected to require franchisees to contribute to the Brand Fund.
Marketing Fee	$2,500 per month	On the Opening Date of your Studio and the first day of each subsequent calendar month	We or a third party we designate will use the Marketing Fee monies to pay for local advertising for your Studio.[(3)] If we communicate to you in writing that you are not required to pay the Marketing Fee directly to us, you must spend at least $2,500 per month for local advertising for your Studio. You may spend more at your option.
Local Cooperative Advertising ("Co-op")	As determined by Co-op; currently, there are no Co-ops	As determined by Co-op	If you are part of and contribute to a local Co-op where your Studio is located, we will credit dollar for dollar the amount you contribute to the Co-op toward your required Marketing Fee requirement for your Studio (or Local Advertising Expenditure, if applicable).[(3)]

Type of Fee[1]	Amount	Due Date	Remarks
Promotional Programs	Cost of programs and related fees, but no more than the monthly royalty fee	When billed	If, at any time during the term of the Franchise Agreement, but not before the end of the 12-month period following the Opening Date of the Studio, your Gross Sales are not at least 70% of the annual, average gross sales of all F45 franchisees that have operated their Studios for at least 12 months, then we may require you to participate in a special promotional program(s) that we implement, and you must pay the costs and fees associated with such program(s).
Non-Compliance Fee	Not to exceed $2,000 per violation	10 days after notice of violation	In order to recover damages the brand incurs or other losses we suffer because of your non-compliance with the Franchise Agreement or the Standards, we may assess a non-compliance fee if you do not cure the non-compliance as we require. We may charge you this fee in addition to the on-site evaluation fee described below.
Service Fee[4]	Currently, $500 per month	On the first day of each calendar month beginning the month you first begin using the Services.	We reserve the right to increase the Service Fee at the beginning of each calendar year.
Induction Seminar	Up to $1,000 for attendance at our induction seminar (for two attendees)	When your registration for the induction seminar is confirmed	You must pay us $300 for the third and each additional person who attends induction. You are responsible for paying the costs of travel, lodging, meals and compensation for you and your attendees to attend the induction seminar.
Nutritional Supplements for Resale	Currently, an initial amount equal to $3,000; ongoing amount will vary[5]	When billed	You must continue to purchase from us, our affiliates, or other suppliers nutritional supplements for resale in your Studio and maintain the amount of inventory we require, which will be a reasonable amount.

Type of Fee[1]	Amount	Due Date	Remarks
Merchandise for Resale[6]	Currently, not less than $1,500 every three months (does not include shipping, taxes, and duties (if any), which you must pay)	Every three months during the term of the Franchise Agreement	We may provide to you certain collateral merchandise for resale that contain the Marks, such as sporting goods, equipment, and memorabilia, like T-shirts, caps, cups, and mugs.
LionHeart Bands[6]	Currently, $54 per monitor, plus shipping and handling charges	On demand	We will provide you with F45 LionHeart heart rate monitors for the purposes of resale or to supply to members of your Studio. 100 LionHeart monitors are included in the Equipment Pack. You must order at least 100 LionHeart heart rate monitors every year following the expiration of the first 12 months of operation of the Studio. We may increase the cost of LionHeart bands in the future.
Interest	18% per year or the maximum lawful rate	On demand	We may charge interest on all overdue amounts.
Additional Training[7]	A reasonable fee based on our costs of providing the training; currently, $250 per day per person trained	Before additional training	You must also pay the expenses of your personnel who attend training.
On-site Remedial Training	The then-current per diem fee for remedial training, plus costs; current per diem rate is $250	When billed	If you ask or if we believe it is appropriate, we will (subject to availability) provide trained representatives to conduct on-site remedial training at your Studio.
On-site Evaluation Fee	Currently, $160 per on-site evaluation if we determine that your Studio is not in compliance with the terms of the Franchise Agreement, plus current per diem rate of $250	On demand	We may conduct an on-site evaluation of your Studio to determine compliance with your obligations under the Franchise Agreement. If your Studio is not in compliance, we may charge you the on-site evaluation fee in addition to the non-compliance fee. We may increase the amount of the on-site evaluation fee as our costs to conduct such evaluations increase.

Type of Fee[1]	Amount	Due Date	Remarks
Transfer Fee	25% of the then-current establishment fee, plus our reasonable costs and expenses associated with the transfer, including training costs and legal and accounting fees	With transfer application	There is no fee if an individual or partnership transfers rights to a corporation controlled by the same interest holders or for a transfer of a non-controlling interest in you by a Principal not signing the Guaranty.
Securities Offering Fee[8]	$3,000, plus our actual costs and expenses associated with the proposed offering	When billed	We limit our review to the manner in which the offering materials treat your and our relationship.
Renewal Fee	$5,000	Signing of renewal franchise agreement	You must give us at least 6 months and not more than 9 months' notice to renew and meet other renewal conditions.
Annual Conference[9]	$600 per ticket; a minimum of two tickets must be purchased unless we otherwise approve in writing	Upon issuance of invitation to conference	We will bill you the cost of the tickets whether or not you attend the conference, and we may direct payment through electronic funds transfer.
Non-Attendance Fee	Varies based on costs we incur to prepare for attendance; currently, $100 to $300 per person	On demand	If any person required to attend any training, conferences, or meetings fails to attend, you must pay us the non-attendance fee in an amount we determine at the time.
DJ Fee	Actual cost of the DJ; currently, $25-$400 per session if we supply you with a DJ to play at your Studio on a Saturday	On demand	We reserve the right to require that you have a DJ in attendance at your Studio each Saturday for each training session you conduct. If we require a DJ at your Studio, you may engage the services of a DJ independent of us, and pay the DJ as you arrange; or we will engage one for you, and you will pay us the cost of the DJ each month, in advance. The cost will be confirmed when we book the DJ.
Inspection and Testing	Cost of inspection, if applicable, and cost of test	When billed	Before approving a supplier, we may require you to pay the cost of testing the supplier's products and inspecting its facilities.

Type of Fee[(1)]	Amount	Due Date	Remarks
Indemnification	Actual cost according to loss	On demand	You must indemnify us when certain of your actions result in loss to us.
Audit Fee	Cost of audit	When billed	Payable if an audit shows you have understated any amount owed to us by 3% or more.
Insurance Fee	Reimbursement of the insurance premium purchased by us, plus our actual costs	On demand	If you fail to maintain the required insurance, we may (but need not) obtain it for you. If we do, we will charge you a fee, plus our expenses.
Enforcement Costs	Actual costs	As incurred	You must pay our costs of enforcement (including attorney's fees and costs) if you do not comply with the Franchise Agreement.

Notes:

(1) All fees and expenses described above are non-refundable and, unless otherwise indicated, are imposed uniformly by, and are payable to, us. Unless we have noted differently, we may increase these amounts based on changes in market conditions, our cost of providing services, and future policy changes, but we have no present plans to increase any fees.

(2) "Gross Sales" means the total selling price of all services, except for the Approved Services specifically identified by us as not being included in Gross Sales, and products and all income of every other kind and nature related to the Studio, including, without limitation, income from the sale of products and services over the Internet, whether for cash or credit and regardless of collection in the case of credit, but expressly excluding the following:

(a) Sums representing sales taxes collected directly from Members, based upon present or future laws of federal, state, or local governments, collected by Franchisee in the operation of the Studio, and any other tax, excise, or duty which is levied or assessed against Franchisee by any federal, state, municipal or local authority, based on sales of specific merchandise sold at or from the Studio, provided that such taxes are actually transmitted to the appropriate taxing authority;

(b) Tips or gratuities paid directly by Studio Members to employees of Franchisee or paid to Franchisee and then turned over to such employees by Franchisee in lieu of direct tips or gratuities;

(c) Returns to shippers or manufacturers; and

(d) Proceeds from isolated sales of trade fixtures not constituting any part of Franchisee's products and services offered for resale at the Studio or having any material effect upon the ongoing operation of the Studio required under this Agreement.

We may, from time to time, authorize certain other items to be excluded from Gross Sales. Any such permission may be revoked or withdrawn at any time in writing by us at our discretion. The following are included within the definition of "Gross Sales" described except as noted below:

(i) The full value of Studio products or services, except for the Approved Services specifically identified by us as being excluded from Gross Sales, furnished to Franchisee's employees as an incident to their employment, except that the value of any discounts extended to such employees may be credited against Gross Sales during the month in which the products or services were furnished for the purpose of determining the amount of Gross Sales upon which the royalty fee is due; and

(ii) All proceeds from the sale of coupons, gift cards, gift certificates or vouchers, including amounts paid directly to Franchisee by third party marketing companies (e.g., Groupon) for similar payment devices; provided, that at the time such coupons, gift cards, gift certificates or vouchers are redeemed the retail price for the services provided in exchange for such coupons, gift cards, gift certificates, or vouchers will not be included in Gross Sales. If sales proceeds are not recorded and reported for royalty purposes at the time the coupon, gift card, gift certificate or voucher is sold, or if such coupons, gift cards, gift certificates or vouchers are distributed free of charge, the retail price for the services provided in exchange for such coupons, gift cards, gift certificates, or vouchers will be included in Gross Sales.

(3) If we terminate your requirement to pay the Marketing Fee, then you must spend $2,500 per month on local advertising for your Studio in the local market area, which is the same as your Protected Area. You may elect to spend more on local advertising than the amount of the Marketing Fee or the required Local Advertising Expenditure, whichever is applicable.

(4) This fee covers access to our technology and systems, which includes use of the franchise systems, including the Studio management software, access to and use of the Franchisor's technology platforms, intranet, emails, and website.

(5) In the future, we may require you to also purchase prepared meals from us or a third-party supplier. The amount of these purchases will vary depending on the cost of the prepared meals.

(6) We have the right to make available to you and/or require that you purchase for resale in the Studio merchandise, goods, and apparel that contain the Marks. This may include sporting goods, equipment, and F45 Studio memorabilia, like T-shirts, caps, cups, and mugs; nutritional and protein supplements; and prepared meals. If we make this type of merchandise available, we may require you to purchase it from a supplier we designate, which may be us. If we make Studio merchandise available to you for resale, you must purchase the minimum quantity of merchandise and/or the dollar amount we specify. Currently, you must purchase (i) at least $1,500 (not including taxes and duties, if any) worth of F45 merchandise such as sporting goods, equipment, and F45 Studio memorabilia, like T-shirts, caps, cups, and mugs every three months during the Term of your Franchise Agreement; (ii) at least 100 LionHeart heart rate monitors each year of the Term of your Franchise Agreement, starting the second year following the of the Opening Date of your Studio (the first year's supply is included in the Equipment Pack), and (iii) an inventory of nutritional and protein supplements in an amount of $3,000. We may change from time to time the quantity and/or dollar amount of these types of items you must purchase and the frequency of such purchases.

(7) Currently, we do not provide or require you to attend additional training programs after you attend our induction seminar and successfully complete the initial online training program. At some time in the future, we anticipate that we will provide you an opportunity to participate in ongoing training with respect to your F45 business. However, at the present time, no ongoing training programs have been established, and we have not established any fees for ongoing training.

(8) If you desire to raise funds by selling public or private securities in Franchisee or an affiliate, you must obtain our prior written consent and pay a $3,000 fee when submitting the securities offering documents for us to review. We will use the fee to pay for any costs we incur to review the documents, including any legal expenses.

(9) You must pay all travel and other conference related costs you incur.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Establishment Fee	$35,000	Lump Sum	On the Effective Date	Us
Document Preparation Fee	$2,500	Lump Sum	On the Effective Date	Us
Equipment Pack (1)	$100,000, so long as you order the Equipment Pack and pay the Equipment Pack Price by the Final Payment Date. Following the Final Payment Date, the Equipment Pack Price may be increased to the then-current price for the Equipment Pack.	As Arranged	$10,000 on the Effective Date of the Franchise Agreement; balance is due upon ordering the Equipment Pack, or six (6) months from the Effective Date of the Franchise Agreement, whichever occurs first ("**Final Payment Date**")	Us
Equipment Pack Shipping, Taxes and Duties(2)	$0 to $15,000	As Arranged	Upon ordering the Equipment Pack and/or when required by the relevant taxing or other authority	Us or the relevant taxing or other authority
Real Property(3)	$5,000 to $40,000	As Arranged	As Arranged	Landlord or Land Owner
Architectural Floor Plan Design, Engineering, and Construction/Permit Documents	$10,000 to $20,000	As Arranged	As Invoiced	Us, Our Affiliates, and/or Suppliers
Leasehold Improvements	$1,000 to $300,000(4)	As Arranged	As Invoiced	Suppliers
Utility Deposits (5)	$1,000 to $2,000	As Arranged	As Arranged	Suppliers
Exterior and Interior Signage	$5,000 to $10,000	As Arranged	As Arranged	Suppliers
Furniture, Fixtures, Other Equipment (6)	$4,000 to $10,000	As Arranged	As Arranged	Suppliers and/or Approved Suppliers

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Office Equipment and Supplies [(7)]	$1,000 to $3,000	As Arranged	As Arranged	Us, Our Affiliates, or Approved Suppliers
Computer System [(8)]	$1,000 to $2,000	As Arranged	As Arranged	Us, Our Affiliates, and/or Suppliers
Business Licenses and Permits [(9)]	$1,000 to $3,000	As Arranged	As Invoiced	Government Agencies
Training Expenses [(10)]	$1,000 to $2,000	As Arranged	As Arranged	Employees and Suppliers
Professional Services [(11)]	$1,000 to $5,000	As Arranged	As Arranged	Accountants, Architect, Lawyers, etc.
Insurance [(13)]	$1,000 to $4,000	As Arranged	As Arranged	Insurance Broker
Grand Opening [(12)]	$25,000	As Arranged	As arranged, but starting 90 days before Opening Date of Studio and continuing for 30 days after the Opening Date	Us or Approved Suppliers
Nutritional Supplements[(14)]	$3,000	Lump Sum	Upon ordering the Equipment Pack	Us
AED	$1,500 to $2,100	As Arranged	As Invoiced	Us, Our Affiliates, and/or Suppliers
F45 Body Fat Scanner	$8,500 plus shipping and handling charges and taxes	As Arranged	As Invoiced	Us, Our Affiliates, and/or Suppliers
Music Licenses[(15)]	$1,700 to $2,000	As Arranged	Annually	Performance Rights Organizations
Additional Funds (initial 3-month period) [(16)]	$60,000 to $100,000	As Arranged	As Arranged	Employees and various suppliers
TOTAL [(17)]	$269,200 to $694,100			

Notes:

(1) Currently, you must purchase the Equipment Pack, which includes F45 TV dongles, TVs, sound system, exercise equipment, rubber flooring, chino bar frames, training uniforms, astro turf, and marketing collateral from us or our affiliates. We may add items or delete items included in the Equipment Pack. The current cost of the Equipment Pack is $100,000, which excludes taxes and duties and includes shipping and other delivery costs as well as duties (See Item 5), so long as you order the Equipment Pack and pay the Equipment Pack Price by the Final Payment Date. Following the Final Payment Date, the Equipment Pack Price may be increased to the Franchisor's then-current price for the Equipment Pack.

(2) When the order for your Equipment Pack is made, or when otherwise required, you must pay any taxes. We estimate this may cost between $0 and $27,000, depending on the state where your Studio located. The low end assumes your Studio is located in a state where no sales tax is imposed. The Equipment Pack is generally scheduled to be delivered approximately 45 to 90 days after the date the Equipment Pack has been ordered and paid for. If you are unable to take delivery of the Equipment Pack, you must pay a third party for the storage costs incurred to store the Equipment Pack until you take delivery of the Equipment Pack. We estimate these costs to be $600 per month.

(3) We expect that you will either purchase or lease the real estate for the Studio. This estimate assumes that you will be renting a 2,000-3,000 square foot space. We expect most Studios will be approximately this size, but we may approve smaller buildings in our sole discretion. You may choose a larger facility, but it will increase your operating costs. Your cost to lease is difficult to quantify because there are a number of market factors that will impact what you pay. Our low estimate assumes that you pay the first month's rent without a security deposit. If you are required to pre-pay additional rent or security deposits, your investment may be higher. Your landlord may refund your security deposit, but most will not refund rental payments. We do not require you to purchase or build a facility to house the Studio. Your cost may increase over our projections should you choose to purchase or build. We do not lease or sell space to you.

(4) The cost of the leasehold improvements will vary depending on various factors, including size, condition, and location of the Studio, local wage rates, and the cost of materials. The low estimates assumes that your landlord will provide a fully built out franchise business with nearly 100% of hard construction costs covered by the landlord and would likely be in a brand new development. The high estimate assumes little to no tenant improvement allowance from the landlord for total hard construction costs. In 2023, our experience and the experience of our franchisees as reported to us is a typical landlord allowance is approximately 30% of lease costs. Therefore, the estimated costs in the table reflect this estimated landlord allowance. This may not be available in all locations. The cost of leasehold improvements includes preparation of a site verification survey, preliminary design documents, architectural costs, construction documents, and construction administration services and actual construction. This estimate does not include the costs for real estate, building permits, or financing. F45 Studios are typically located in in-line shopping centers or other types of multi-use buildings. You may purchase or lease the building for your Studio. We are unable to estimate real estate costs or lease costs because of wide variations in prices depending on factors like location, type of building on the property, size of the property, and market conditions in general. We estimate that the size of your Studio will be 1,650 to 2,400 square feet. This does not include the additional cost for optional Recovery Amenities (see separate chart below).

(5) You are responsible for connecting the relevant utility services to the site, including electricity, gas (to the extent needed). You may be required to pay a deposit in relation to each of the utilities and these deposits may range between $1,000 to $2,000 (excluding applicable taxes). The deposits are generally refundable at the termination of the agreements with the relevant provider, subject to the terms of the agreement.

(6) You must purchase and/or lease and install the additional furniture and fixtures we require, which are not included in the Equipment Pack. The cost of the furniture and fixtures will vary according to local market conditions, the size of the Studio, suppliers, and other related factors. We require certain equipment and technology to be professionally installed by suppliers approved by us. Presently, we require the exercise bikes which are supplied as a part of the Equipment Pack to be assembled (to the extent that they are not pre-assembled) and the technology and audio visual equipment and sound system to be installed by

a supplier we approve.

(7) You must purchase from us (or our affiliates or other suppliers designated by us) general office supplies including stationery, business cards, and typical office equipment. We may add or delete items from this list. The precise requirements and costs may vary from one franchisee to another.

(8) You must purchase the computer equipment, hardware, and software necessary for operating the franchise. The required computer equipment includes an Apple MacBook Air, an Apple iPad, and a high speed Internet router.

(9) State and local government agencies typically charge fees for occupancy permits, operating licenses, and construction permits. Your actual costs may vary from the estimates based on the requirements of state and local government agencies.

(10) We do not charge a fee for online initial training, however we charge a fee of $1,000 (for a maximum of two attendees) for attendance at our induction seminar. If more than two people attend the induction seminar, you must pay us an additional $300 for each attendee. You are responsible for your travel, meals, and lodging expenses when you, your Key Person and employees attend the induction seminar.

(11) This estimate is for your engagement of an attorney, an accountant, an architect and other consultants to assist you in establishing your franchise. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants, and consultants.

(12) This is the estimated cost for your initial premiums. You must obtain and maintain the types and amounts of insurance coverage we require. Insurance costs will vary depending upon the location and size of your Studio, the number of employees, the amount of your payroll, and other factors, and may change from time to time due to changes in insurance rates.

(13) You must carry out a grand opening promotion for the Studio as we require. You must spend $25,000 on grand opening promotions. The grand opening promotions and marketing activities must be conducted as we require. If we direct, you must pay us, or third parties approved by us, part or all of the Grand Opening Expenditures. If we require that you pay us or third parties all or part of the Grand Opening Expenditures, then we or the required third party will conduct grand opening promotions on your behalf. If we require that you pay us the Grand Opening Expenditures, then you must make such payment the earlier of: (i) the date your Equipment Pack is ordered; or (ii) four months before the scheduled Opening Date of the Studio.

(14) We may require you to purchase prepared meals in the future. If we do, this amount will be more.

(15) You must pay this amount to the public performance rights organizations for the use of music.

(16) These additional funds provide a range of additional funds needed for the first three months of operation. The additional funds include funds for payroll expenses (the largest part of these additional funds), bank charges, cleaning charges, conference fees, courier fees, electricity, and other utility costs, motor vehicle expenses, recruiting expenses, security expenses, Studio amenities and other expenses, and telecommunication provider costs. These estimates do not include rent or mortgage payments. Your actual costs during the Studio's first three months of operation depend on many factors, including the following: (i) how closely you follow our methods and procedures; (ii) your management skill, experience, and business acumen; (iii) local economic conditions; (iv) the local market for your services; (v) the prevailing

wage rate; (vi) competition; and (vii) the sales level reached during the initial period.

(17) This estimated initial investment is for one F45 Studio in the chart above as well as optional Recovery Amenities in the chart below. The total does not include costs for real estate, building permits, or financing (if you build or purchase the land and building for your Studio versus renting). We have relied on the average costs incurred by our U.S. franchisees to compile these estimates. You should review these figures carefully with a business advisor before deciding to acquire the franchise.

OPTIONAL RECOVERY AMENITIES

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Optional Recovery Amenities[(17)]	$63,500	As arranged	As arranged	Suppliers

If you choose to include optional Recovery Amenities in your F45 Studio, the estimated costs for such Recovery Amenities include (i) design/construction ($21,000); (ii) products/equipment ($32,500); (iii) additional design costs ($2,500); and (iv) shelving units, merchandise racks, and POS counter ($7,500). The products/equipment in the above estimate include but are not limited to 3 infrared saunas (3 person), massage guns, massage chairs, and compression therapy. If you choose to include optional Recovery Amenities, the estimated total initial investment, from the principal table in this Item 7 (see above), will be $269,200 to $757,600 (which includes the estimated costs of $63,500).

Unless otherwise stated above, these estimates are subject to increases based on changes in market conditions, our cost of providing services, and future policy changes. At the present time, we have no plans to increase payments we control.

We do not offer any financing for your establishment fee or any portion of your initial investment, but see Item 10 for a discussion of financing. Unless otherwise stated, the amounts described above are not refundable.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases

Equipment Pack

Currently, we are the only approved supplier for our proprietary Equipment Pack, and, as a result, you must purchase the Equipment Pack from us, which includes F45 TV dongles, TVs, sound system and exercise equipment. The specific items in the Equipment Pack may vary, based on brand, size, number of items, or other factors. We may add items or delete items included in the Equipment Pack from time to time. If we change the composition of items in the Equipment Pack, the Equipment Pack Fee will not change. If we make any significant or material changes to the composition of the Equipment Pack, we will advise you before you pay the fee. Details of the items included in the Equipment Pack will be attached to the Franchise Agreement as Schedule 1 to the Equipment Pack Addendum before you sign the Franchise Agreement.

System Merchandise

We have the right to make available to you and to require you to purchase for resale in the Studio merchandise, sporting goods, equipment, and other items that contain the Marks. This may include items such as F45 Studio memorabilia, like T-shirts, caps, cups, and mugs. If we make this type of merchandise available, we may require you to purchase it from a supplier we designate, which may be us.

Currently, you must purchase at least $1,500 (not including shipping, taxes, and duties (if any)) of merchandise, goods, and equipment from us every three months during the term of the Franchise Agreement, and we reserve the right to vary the amount of these purchases from time to time upon notice to you.

Nutritional Supplements

You must purchase from us, our affiliates, or any other supplier we require the nutritional and protein supplements we require. If we require you to sell prepared meals, you will be required to purchase such meals from a supplier we approve, which may be us.

Other Items

You must purchase the required LionHeart Bands, AEDs and F45 Body Scanners from us, our affiliates, or any other supplier we require. We may also require you to purchase certain computer systems from us, our affiliates or other suppliers we designate. This includes those systems and services purchased from us through the Service Fee and any other programs we may require in the future.

Purchases According to Specifications

You must comply with all of our System Standards and specifications relating to the purchase of all supplies, interior and exterior signage, materials, fixtures, furnishings, equipment (including computer hardware and software) and other products used or offered for sale in connection with the Franchise Business. Among other things, the following must comply with our specifications:

Site Selection and Construction

You must locate a site for the Studio that satisfies our site selection requirements. You must adapt our prototypical architectural and design plans as needed for the construction or remodeling of your Studio and provide them to us within 10 days after you acquire the site for the Studio. We have the right to review your plans, and we will use commercially reasonable efforts to either approve or reject the plans within 10 days after we receive the plans. If we, in our sole discretion, determine that the plans are not consistent with System Standards, we may prohibit the implementation of the plans. If we object to any of the submitted plans, we will provide you with a reasonably detailed list of changes necessary to make the plans

acceptable. If we reject the plans, you must submit revised plans, and we will use commercially reasonable efforts to either approve or reject the revised plans within 10 days after we receive the revised plans. You may not use any plans until we have approved them in writing, and our silence with respect to approval or rejection of the plans will not be deemed to be approval of the plans. You must provide written notice to us, and must obtain our prior written approval, of any proposed changes to the final plans that we previously approved. You may not remodel or make significant modifications to the Studio without our prior written approval.

Advertising and Promotional Materials

All advertising and promotion activities must be conducted in a dignified manner and must conform to our Standards. You must obtain all advertising and marketing materials from a supplier we approve. We reserve the right to require you to submit advertising materials to us for review and confirmation that such materials comply with our Standards. We may also require you to include in your advertising or promotional materials a reference to the fact that franchises for the Franchise Business are available.

Insurance

You must obtain and maintain insurance policies protecting you and us and various related parties against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense related to or connected with the operation of the Franchise Business. These policies must be written by a responsible insurance carrier or carriers rated "A" or better by the A.M. Best Company, Inc. and that are acceptable to us. At a minimum, you must carry (i) comprehensive general liability insurance, including broad form contractual liability, broad form property damage, personal injury, advertising injury, completed operations, products liability and fire damage coverage in the amount of $1,000,000, combined single limit per occurrence, $2,000,000 general aggregate, $2,000,000 product liability, $1,000,000 personal and advertising injury, $300,000 fire legal liability, $5,000 medical payment limits, or any greater amounts as your lessor may require; (ii) "All Risks" coverage for the full cost of replacement of the Studio premises and all other property in which we may have an interest with agreed amount endorsement for the premises naming us as loss payee; (iii) an "umbrella" policy providing excess coverage with limits of not less than $3,000,000 which must be excess to the general liability coverage; (iv) business interruption insurance covering at least 12 months' loss of profits and necessary continuing expenses for interruptions caused by any occurrence; (v) worker's compensation insurance with employer liability limit of bodily injury by accident $1,000,000 each accident, by disease $1,000,000 policy limit, and by disease $1,000,000 each employee; (vi) professional liability insurance for errors and omissions of your professional staff in providing services to your guests with not less than $3,000,000 limit of liability and including abuse and molestation with a minimum limit of $300,000, (vii) employment practices liability including third party coverage for not less than $500,000 aggregate, and (viii) any other insurance required by the landlord and the state or locality in which your Studio is situated.

Upon execution of the Franchise Agreement, and thereafter 30 days prior to the expiration of any policy required under the Franchise Agreement, you must deliver to us certificates of insurance, endorsements, insurance declarations and/or other documents requested by us evidencing the existence and continuation of proper coverage with limits not less than those required by us. All insurance policies required under the Franchise Agreement must expressly provide that no less than 30 days' prior written notice will be given to us in the event of a material alteration to or cancellation of the policies.

Approved Suppliers

If we have approved suppliers (including manufacturers, distributors, and other sources) for any supplies, materials, fixtures, furnishings, equipment (including computer hardware and software), services, and other products used or offered for sale in connection with the Franchise Business, you must obtain these items from those suppliers. Approved suppliers are those who demonstrate the ability to meet our then-current

Standards, who possess adequate quality controls and the capacity to supply your needs promptly and reliably, whom we have approved in writing and whom we have not later disapproved. We may change the number of approved suppliers at any time and may designate ourselves, an affiliate, or a third party as the exclusive source for any particular item. We may profit from your purchases from approved suppliers, and we and/or our affiliates may receive payments, fees, commissions, or reimbursements from approved suppliers as a result of your purchases.

If we require that an item be purchased from an approved supplier and you wish to purchase it from a supplier we have not approved, you must submit to us a written request for approval. You must not purchase or lease the item from the supplier until and unless we have approved the supplier in writing. We have the right to inspect the supplier's facilities and to have samples from the supplier delivered to us or to an independent laboratory we designate for testing. We may re-inspect the facilities and products of any approved supplier, and may revoke our approval upon the supplier's failure to continue to meet any of our then-current criteria. You must reimburse us for the costs that we incur in the supplier approval process. Nothing requires us to approve any particular supplier, and we are not required to notify you of our approval or disapproval within any specified period of time. We will approve or disapprove a proposed supplier within 45 days of the date on which we receive all information we request about the proposed supplier. Our specifications for products and criteria for supplier approval are generally issued through written communications and are available to franchisees and approved suppliers. None of our officers owns an interest in any privately-held suppliers or a material interest in any publicly-held suppliers of F45 franchise system. From time to time, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system.

Purchasing Arrangements

For our fiscal year ended December 31, 2022, we received $19,054,631, which was 30% of our total revenue of $62,758,048, as a result of required franchisee purchases from us.

We may negotiate purchase arrangements (including price terms) with suppliers in connection with your purchase of certain items from these suppliers. In doing so, we will seek to promote the overall interests of our franchise system and our interests as the franchisor. We may receive rebates from approved or designated sources based on your purchases from these sources. For our fiscal year ended December 31, 2022, neither we nor our affiliates received any rebates or other payments on any products purchased by our franchisees, although we may receive rebates or other payments in the future.

As of the date of this disclosure document, we offer, through a third-party provider, prepared meals under the F45 trademark ("**F45 Meals**"). If a member of your Studio purchases F45 Meals, then we will pay you a percentage of the sale price of the F45 Meals (currently 5%), minus any taxes and delivery costs. We reserve the right to change this policy and the amount we pay franchisees at any time.

We do not provide material benefits to franchisees based upon their purchase of particular products or services or their use of designated or approved suppliers. There are currently no purchasing or distribution cooperatives for the system.

We estimate that your required purchases and leases will represent 80% of all of your purchases and leases required to open your Franchise Business. We estimate that your required purchases and leases will represent 80% of all purchases and leases required for the ongoing operation of your Franchise Business.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement. 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	Disclosure Document Item
a. Site selection and acquisition/ lease	Section 2.	Items 8 and 11
b. Pre-opening purchases/leases	Sections 2, 7., 8., and 12.	Items 5, 6, 7, 8, and 11
c. Site development and other pre-opening requirements	Section 2., 6.F. and 6.G.	Items 1, 7, 8, and 11
d. Initial and ongoing training	Section 6.H.	Items 6, 7, and 11
e. Opening	Sections 2. and 8.F.	Items 7 and 11
f. Fees	Sections 4. and 8.	Items 5 and 6
g. Compliance with standards and policies/ Manuals	Sections 2., 3., 6., 7, 8., 9., and 10.	Items 8, 11, 14, and 16
h. Trademarks and proprietary information	Sections 9. and 10.A-10.B. and Attachment B	Items 11, 13, and 14
i. Restrictions on products/services offered	Section 7. of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Section 7.I. of Franchise Agreement	Item 16
k. Territorial development and sales quotas	Section 2.	Item 12
l. Ongoing product/service purchases	Sections 7. and 8.	Items 8, 11, and 16
m. Maintenance, appearance, and remodeling requirements	Sections 3.B and 7.B	Item 8
n. Insurance	Section 12.	Items 7 and 8
o. Advertising	Section 8.	Items 6, 8, and 11
p. Indemnification	Section 15.	Item 6
q. Owner's participation/ management/staffing	Sections 6. and 7.	Items 1, 11, and 15
r. Records and reports	Sections 4. and 11.	Item 11

Obligation	Section in Franchise Agreement	Disclosure Document Item
s. Inspections and audits	Sections 2., 7., and 11.	Items 6 and I 1
t. Transfer	Section 14.	Items 6, 10, and 17
u. Renewal or extension of rights	Section 3.	Items 6, 12, and 17
v. Post-termination obligations	Section 18.	Item 17
w. Noncompetition covenants	Section 10. and Attachment B	Item 17
x. Dispute resolution	Sections 19.G., H., I., J., K., L., and N.	Item 17
y. Other (personal guarantee)	Sections 6.D.(3), 6.D.(4), and Attachment A	Item 15

ITEM 10
FINANCING

Neither we nor any of our agents or affiliates offer any direct or indirect financing to you or guarantee any note, lease, or obligation for you.

We have one arrangement with a third-party financing lead source to assist franchisees who are seeking third-party lending sources. This arrangement is described below.

Swoop Funding

We have a relationship with Swoop Funding ("**Swoop**"), a funding brokerage platform that assists franchisees to obtain third-party financing. Through an agreement with Swoop, we are eligible to earn a fee equal to 20% of any commission generated by a funding transaction that is originated by Swoop. We do not provide the financing, nor do we set any terms of the financing that is sourced through Swoop.

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

Except as described below, we are not required to provide you with any assistance. We may delegate certain of our obligations under the Franchise Agreement to affiliates or other service providers.

Pre-Opening Obligations: Before you open your Studio, we or our designee will:

1. Provide you with access to a copy of our written site selection guidelines and give you site selection assistance (which may include visits to the site, analysis of the surrounding demographics, and general site selection advice, the extent of which will vary based on the specific circumstances, including the location and condition of the proposed site). (Franchise Agreement, Section 2.B.)

You must identify and secure a site for your F45 Studio within the Designated Area. We will not generally own the premises for your Studio. We must accept the site as meeting our Standards. You cannot place a Studio at a site we have not first accepted in writing. (Franchise Agreement, Sections 2.A. and 2.B.) Your failure to obtain a site that we approve and open within 12 months after the effective date of the Franchise Agreement is a default of the Franchise Agreement for which we may terminate. (Franchise Agreement, Section 2.G.)

When you identify a proposed site, you must submit to us in writing a description of the site, evidence that the site satisfies our site selection guidelines, and any other information we may require. We have 14 days to review your proposed site for compliance with our site selection guidelines and accept or not accept the site. (Franchise Agreement, Section 2.B.) In reviewing your proposed site, we consider various factors, including but not limited to the size, layout, and condition of the building, the location of the site, the proximity of the site to other F45 studios and competitors, population, and other demographic factors. If we accept multiple sites, you must notify us within 10 days of our acceptance of the sites of the site that you intend to acquire for the Studio. (Franchise Agreement, Section 2.B.)

Upon your acquisition of the site we approve for the Studio, we, in our sole discretion, will define the Protected Area for the Studio. (Franchise Agreement, Section 1.B.)

Within 6 months after signing the Franchise Agreement, you must enter into a lease or contract of sale for the site. You must provide us with a copy of the executed lease or contract of sale within 10 days of its signing. Your failure to acquire a site for the Studio within 6 months after the Effective Date of the Franchise Agreement is a default of the Franchise Agreement for which we may terminate. (Franchise Agreement, Section 2.C.)

You must obtain all zoning classifications, clearances, and approvals relating to the site and all required permits, licenses, and certifications. (Franchise Agreement, Section 2.E.)

2. Provide you with access to our prototypical design plans and specifications for an F45 Studio. (Franchise Agreement, Section 2.F.(1))

3. Provide you with access to our Manuals, which may be provided electronically, via video, and/or via Internet or intranet access only. (Franchise Agreement, Section 5.A.)

4. Make available to you, directly through us or our affiliate, the Equipment Pack in good and working order. The Equipment Pack includes the equipment, signs, and other items you need to open your Studio. We do not provide written specifications for the Equipment Pack items. We arrange for the delivery of the Equipment Pack to your Studio, but we do not install or arrange for the installment of the Equipment Pack, but we provide you a list of approved suppliers who can provide installation services. (Franchise Agreement, Section 4.C. and 5.H.)

5. Provide you a list of any approved suppliers. (Franchise Agreement, Section 5.H.)

6. Conduct an induction seminar and make available to you an online initial training program. (Franchise Agreement, Section 5.I.)

7. Administer Brand Fund and provide any advertising and promotional materials we develop for local advertising. (Franchise Agreement, Sections 8.A. and 8.E.)

8. Provide you with New Studio Project Management services, the cost of which is included in the Establishment Fee. (Franchise Agreement, Section 7.L(1))

Typical Length of Time Before You Open Your Studio

We estimate that it will be approximately 12 months from the time you sign the Franchise Agreement to the time you begin operations. This time period may be shorter or longer depending on the modifications that must be made to the site to accommodate your F45 Studio and permits and licenses required for the Studio. You must open your Studio within 12 months after signing the Franchise Agreement, unless we give you a written extension. (Franchise Agreement, Section 2.G.)

Before you open the Franchise Business to the public, you must satisfy any and all of our pre-opening requirements, which include the pre-sale of a minimum recommended number of paid memberships that will go into effect on the Opening Date ("**Foundation Memberships**"). The number of Foundation Memberships required will be based on our System Standards, including our recommendation regarding the appearance of the Studio's volume of business upon opening, and is not a suggestion or representation of a specific level or range of actual or potential sales, income, gross profits, or net profits that the Franchise Business will attain.

Continuing Obligations: After your Franchise Business opens we will:

1. Conduct periodic evaluations of your operations. (Franchise Agreement, Section 5.C.)

2. Manage purchases paid for with the Marketing Fee, administer the Brand Fund (if instituted), and provide any advertising and promotional materials we develop for local advertising. (Franchise Agreement, Section 5.D., Section 8.B. and Section 8.E.)

3. Give you advice and written materials we may develop on the techniques of managing and operating Franchise Businesses including providing you with access to the Manuals. (Franchise Agreement, Section 5.A. and Section 5.E.)

4. At our discretion, make available to you at a reasonable cost merchandise, sporting goods, equipment, nutritional and protein supplements, prepared meals, and other items we develop or approve for resale. (Franchise Agreement, Section 5.F.)

5. At our discretion, make available to you certain systems and programs relating to the System which you may offer to customers. (Franchise Agreement, Section 5.G.)

6. Give you updated lists of approved suppliers as we deem appropriate. (Franchise Agreement, Section 5.H.)

7. Provide additional training programs and seminars at our option. (Franchise Agreement, Sections 5.I. and 5J.)

8. Provide you with access to any proprietary software programs as may be developed by us or on our behalf for use in the System. We reserve the right to charge a reasonable license fee. (Franchise Agreement, Section 5.B.)

Advertising

You must participate in all advertising and sales promotion programs that we may authorize or develop for Franchise Businesses. Currently, we are not obligated to conduct any advertising in any area for you or the system. If, at any time during the Term of the Franchise Agreement, but not before the end of the 12-month period following the Opening Date of the Studio, your Gross Sales are not at least 80% of the annual, average gross sales of all F45 franchisees that have operated their Studios for at least 12 months, then we may require you to participate in a special promotional program(s) that we implement, and you must pay the costs and fees associated with such program(s).

Pre-Opening; Grand Opening

Before you open your Franchise Business to the public, you must: (a) conduct a soft opening of the Studio in which: (i) you must operate the Studio for the period of time we require, as described in the Manuals; (ii) classes are offered only to your friends and family; and (iii) classes are not made available to the general public; (b) pre sell the minimum number of "Foundation Memberships" we require; and (c) ensure that the Social Media Accounts we require have the number of followers, "likes," or similar designations that we require. We may establish, on your behalf, social media accounts for the Studio (e.g., Facebook and Instagram) ("**Social Media Accounts**"). You must comply with our social media policy as set forth in the Manuals.

Beginning 120 days before Opening Date of your Studio, and continuing through 30 days after the Opening Date, you must carry out a grand opening promotion for the Studio in accordance with our grand opening Standards. You must spend at least $25,000 on grand opening promotions conducted in accordance with the requirements determined by us. If we direct, you must pay us, or third parties approved by us, part or all of the Grand Opening Expenditures. If we require that you pay us or third parties all or part of the Grand Opening Expenditures, then we or the required third party will conduct grand opening promotions on your behalf. If we require that you pay us the Grand Opening Expenditures, then you must make such payment the earlier of: (i) the date your Equipment Pack is ordered; or (ii) four months before the scheduled Opening Date of the Studio. The Grand Opening Expenditures must be spent in accordance with a budget that has been prepared by you and approved of by us, or as otherwise recommended by us.

Marketing Fee

You must pay us at least $2,500 per month for local marketing for your Franchise Business. You must pay the Marketing Fee for the first month of operations on the Opening Date of your Studio, then the first day of each subsequent month during the term of the Franchise Agreement. Payments must be made in the same manner that royalty fee payments are made. The Marketing Fee amounts that we collect will be used to pay for local advertising for your Studio that is designed to increase your Studio's membership.

Local Advertising Expenditure

If we waive your requirement to pay the Marketing Fee, then you must spend at least $2,500 per month on local advertising for your Franchise Business in the local market area, which is the same as your Protected Area; or you may elect to spend more on local advertising than the required amount (amount of local market expenditures, whether instead of, or as a supplement to, the Marketing Fee, "**Local Advertising Expenditures**"). We must approve all Local Advertising Expenditures, and all Local Advertising Expenditures must follow our guidelines. If you make Local Advertising Expenditures that are not part of the Marketing Fee, then you must submit to us a quarterly advertising expenditure report within 15 days following the end of each calendar quarter. None of the following may be included in your Local Advertising Expenditures: (1) incentive programs for your employees or agents; (2) non-media promotional costs; (3) charitable, political, or other contributions or donations; (4) in-Studio fixtures, equipment, or products for resale; (5) business directory listings (online or otherwise); or (6) Grand Opening Expenditures.

Brand Fund

We have established a fund to promote, market and otherwise develop the System, Marks and the F45 brand ("**Brand Fund**"). You must contribute to the Brand Fund an amount which is the greater of: (i) $200 per month; or (ii) 2% of Gross Sales per month ("**Brand Fund Contribution**"). The Brand Fund Contribution must be made at the time and in the manner that royalty fee payments are due. We or someone we designate will administer the Brand Fund. We will direct all advertising programs, including the creative concepts, materials, and media used in the programs. We are not required to make expenditures for you that are equivalent or proportionate to your Brand Fund Contribution or to ensure that any particular franchisee benefits directly or *pro rata* from the placement of advertising. Except for a portion of the Brand Fund spent on Website development and maintenance (a portion of which may include soliciting the sale of franchises using the Website), the Brand Fund will not be used to solicit the sale of franchises. We and our affiliates may, but are not required to, contribute to the Brand Fund generally on the same basis as you do for Franchise Businesses that we or they operate.

We will determine, in our sole discretion, when, how, and where the payments deposited into the Brand Fund will be spent. We select the types of media used and the location of the advertising campaigns administered through the Brand Fund. We use or may use the following media: print, radio, television, telephone, smart phone, social media and Internet. We may also use the funds for general public relations, development of advertising and marketing materials, brand studies, to pay wages for digital marketing, graphic design, and/or marketing initiatives and to otherwise obtain and build brand awareness such as through trade shows, other events, or other channels. All advertising and marketing materials will be prepared by us or by outside advertising/public relations/promotional agencies.

The Brand Fund will be held in an account separate from our other funds. We may spend in any fiscal year an amount greater or less than the total contribution of Franchised Businesses to the Brand Fund in that year. If we do not use all the funds in the Brand Fund in the year in which they accrue, we may use these amounts in the next fiscal year. We may cause the Brand Fund to borrow from us or other lenders to cover deficits of the Brand Fund or cause the Brand Fund to invest any surplus for future use by the Brand Fund. We may collect for remission to the Brand Fund any advertising monies or credits offered by any supplier to you based upon purchases you make. All interest earned on monies contributed to the Brand Fund will be used to pay advertising costs of the Brand Fund before other assets of the Brand Fund are expended. Sums paid by you to the Brand Fund may be used by us to defray any of our operating expenses and overhead reasonably related to the administration, direction or operation of the Brand Fund, programs, and activities. We will prepare an annual, unaudited statement of monies collected and costs incurred by the Brand Fund and will make it available to you on written request.

The Brand Fund is intended to enhance recognition of the Marks and patronage of Franchised Businesses. We are a nationwide brand and intend to use the fund to help promote the image and good will of the entire brand through local, regional and national marketing campaigns. Although we will endeavor to use the Brand Fund to develop advertising and marketing materials, we are not obligated to ensure that expenditures by the Brand Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Fund by Franchised Businesses operating in that geographic area or that any Franchised Business will benefit directly or in proportion to its contribution to the Brand Fund from the development of advertising and marketing materials. We assume no direct or indirect liability or obligation to you or any other Franchised Business in connection with the maintenance, direction, or administration of the Brand Fund.

We will not use your Brand Fund contributions to defray any of our operating expenses, except for any reasonable administrative costs and overhead that we may incur in administering or directing the Brand

Fund. We will prepare an annual statement of the Brand Fund's operations and will make it available to you if you request it. We are not required to have the Fund statements audited.

Although the Brand Fund is intended to be perpetual, we may terminate it at any time. We will not terminate the Brand Fund, however, until all money in the Brand Fund has been spent for advertising or promotional purposes or returned to the contributors on the basis of their respective contributions.

In 2022, 17% of the Brand Fund was spent on advertisements and other promotional materials, 82% for media placement, 1% for general and administrative expenses, and 0% for other expenses. We do not use any of the funds contributed to the Brand Fund principally to solicit new franchise sales.

Advertising Co-ops

We can designate any geographic area in which two or more company-owned or franchised Franchise Businesses are located as a region for an advertising cooperative ("**Co-op**"). If we do, the Co-op must be organized and governed as we determine. Any Co-ops we authorize will be for the exclusive purpose of administering advertising programs and developing promotional materials for members in local advertising. If a Co-op is established for an area that includes your Protected Area, you must become a member of the Co-op and participate in the Co-op by contributing the amounts required by the Co-op's governing documents. However, you will not be required to contribute more than the amount of your Marketing Fee or Local Advertising Expenditure of $2,500 per month, whichever is applicable, and your Co-op contribution will be applied toward satisfaction of your Marketing Fee or Local Advertising Expenditure requirement, whichever is applicable. You must also submit to the Co-op and to us all statements and reports that we or the Co-op may require. Co-op contributions will be maintained and administered under the Co-op's governing documents, which must be approved by us in writing, and the Co-op will be operated solely as a conduit for the collection and expenditure of advertising contributions.

All advertising and promotion activities must be conducted in a dignified manner and must conform to our Standards. You must obtain all advertising and marketing materials from a supplier we approve. We reserve the right to require you to submit advertising materials to us for review and confirmation that such materials comply with our Standards. We may also require you to include in your advertising or promotional materials a reference to the fact that franchises for Franchise Businesses are available.

Unless otherwise specified by us, the activities and accounting practices carried on by each Co-op shall be decided by a majority vote of its members. Any company-owned Studios in the region shall have the same voting rights as those owned by its franchisees. Each Studio owner shall be entitled to cast one (1) vote for each Studio owned. Each Co-op shall be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our approval, standardized promotional materials for use by the members in local advertising and promotion. Although once established, each Co-op is intended to be of perpetual duration, we maintain the right to terminate, dissolve, or merge any Co-op. A Co-op shall not be terminated, however, until all monies in that Co-op have been expended for advertising and/or promotional purposes.

You may charge Membership Fees in amounts determined by you, however, we reserve the right to, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the amount of the Membership Fees and the prices that you may charge for other products and services.

Loyalty Programs

You must participate in, and comply with the requirements of, any gift card, gift certificate, customer loyalty or retention, or special promotional program that we implement for all or part of the F45 franchise system

and sign the forms, pay the fees, and take the other action we require for you to participate in these programs. As part of our promotional programs, we may require you to offer a limited number of free memberships each year to those persons we select.

Franchise Services

We offer certain build-out and opening services to franchisees. These services are included in the Establishment Fee. We will provide the following services to assist with Studio development and lead generation:

(i) New Studio Project Management. New Studio Project Management services will be provided by us and/or our preferred external vendors. Services may range from project coaching with internal subject experts to full service, third party retail project management, which may include, but not be limited to site due diligence/survey, architectural design and engineering, production of construction drawings, construction budget and bidding, pre-construction management, construction management, contract and vendor management, equipment logistics, and project closeout. Appropriate level of required services and service provider(s) shall be based upon Studio location, property type, lease language, and requisite experience of the franchisee.

(ii) Such other services as Franchisor may designated in the future.

Advertising Council

As of December 31, 2022 we did not have a franchisee advisory or advertising council, but established a North America Franchise Advisory Committee ("FAC") in June 2023. There are currently 11 franchisee members appointed to the FAC, including 3 franchisees on the leadership committee as voted on by the other members of the FAC, and 6 delegates from Franchisor. Franchisee members within the North America region are eligible to serve on the FAC if they meet the following requirements: (a) franchisee must have an ownership interest of at least 50% in an F45 Studio within North America; (b) franchisee must have owned and operated the F45 Studio for at least two (2) years; (c) franchisee must be involved in the day to day management and operation of the F45 Studio; and (d) any other reasonable criteria or condition determined by Franchisor from time to time.

The FAC serves in an advisory capacity only and does not have the authority to establish or modify the policies of F45. However, F45 management may take into consideration the input of the FAC in formulating strategies, plans, programs, and policies which affect franchisees. The FAC is organized, managed, supported, and controlled by F45, which has the power to form, change, or dissolve the FAC. The franchisee members and titles are in the chart below:

Computer and Point of Sale System Requirements

You must install, maintain, and upgrade the computer hardware, software, peripheral equipment, and all other technology-related items we require, including but not limited to, Internet telecommunications systems, data cabling, and sound and surveillance equipment we require for the operation of the Studio. All bookings and sales for your Studio must be completed online. We require that you use MindBody as your point of sale, or other approved supplier that we may identify from time to time. Among other things, we may require you to install and maintain systems that permit us to independently access and retrieve electronically any information stored in your computer systems, including, without limitation, information concerning Gross Sales, at the times and in the manner that we require. You must provide us independent,

remote access to all surveillance equipment. The purpose of such access is to enable us to conduct inspections of your use of the System and the Marks and to enforce System Standards, and not to monitor your day-to-day operations. We also may require you to enter into software license agreements in the form that we require for software we develop or acquire for use in the System and pay all fees associated with such agreements. All information contained in and collected by any such computer program (including, but not limited to, information pertaining to Members of the Studio) will be our sole and exclusive property. Currently, the required computer equipment includes an Apple MacBook Air, an Apple iPad, a high speed Internet router, and the components required to operate F45 TV.

We estimate the cost of the computer system will be approximately $1,000 to $2,000. You must also pay us a monthly Service Fee of $500 for certain technology services we will provide to you such as email and website administration, provision of the intranet and certain other software required for the operation of your Studio. We reserve the right to increase these fees as our costs for this service increase. The Service Fee does not cover your costs of support, other maintenance, repairs, upgrades, updates, replacement or training, if required, nor the cost of replacing any of the components that make up your computer systems. You must pay these costs, which we estimate will be approximately $1,500 to $2,500 per year.

Neither we, nor our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades, or updates to your computer system. Currently, we do not require you to enter into any maintenance/upgrade contracts for the computer system or other technology devices. If we do require you to enter into maintenance agreements or to update the computer system, you will pay all costs associated with such agreements and requirements.

Operations Manual

After you execute the Franchise Agreement, we will provide you with access to our Manuals, which may only be provided via the Internet or intranet. A copy of the table of contents of the Manuals is attached as Exhibit D. We consider the contents of the Manuals to be proprietary, and you must treat them as confidential. There are approximately 425 total pages in the Manuals.

Training

After the execution of: (i) the Franchise Agreement and (ii) a lease approved by us, you (or your Key Person if you are an entity) must attend our induction seminar in Austin, Texas, which is currently conducted over a period of 8 days. When you register for induction, you must pay us $1,000 for up to two people to attend. You must pay us an additional $300 for the third and each additional person who attends. You are responsible for paying the costs of travel, lodging, meals, and compensation for you and your attendees to attend the induction seminar. During induction, in addition to providing you information and guidance relating to the development and operation of your Studio, we will evaluate whether or not you (or your Key Person if you are an entity), your General Manager (if applicable) have completed, to our sole satisfaction, the required initial training described below and/or whether or not such persons must complete any additional training. We conduct the induction seminar at least once a month.

At least 30 days after you and we have entered into a Franchise Agreement, you (or your Key Person if you are an entity), your General Manager (if applicable), and Studio Manager must complete, to our satisfaction, our initial online training program. The online initial training program consists of a series of Webinars, instructional guides, training information and programs, and other operations information. We do not charge a fee for access to our online training programs.

The subjects covered and other information relevant to our initial training programs are described below:

INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Induction Seminar	68	0	Austin, Texas
Operations Manual Guided Review	10	0	Online
Set-up and Operations	10	0	Online
Trainer Training	4	10	Online (using the F45 Academy App)
TOTAL	92	10	

The instructional content in our Manuals is integral to the initial training program. Our training is administered under the supervision of Justin Shinn, our Senior Director of Global Network Education, who has been a part of our organization since August 2019. Formerly, he held the position of Director of Global Performance and Education. With over ten years of experience in the industry and over four years in training franchisees, Justin brings valuable expertise to the program. Additionally, we may leverage the knowledge of third-party professionals and programs and the support and facilities provided by other franchisees within our system.

In addition to completing the initial training described above, you must staff your Studio with at least three certified trainers prior to opening your Studio, and you must staff your Studio with at least three certified trainers at all times during the Term of the Franchise Agreement, or such other number of certified trainers we reasonably require for System Standard purposes.

Your Key Person, General Manager, if applicable, and Studio Manager, and any other personnel we designate, must attend and complete any additional training and meetings or conferences that we may from time to time require, and you must pay us or third parties all fees assessed in connection with such training, meetings, and/or conferences. If such persons fail to attend any such training, meeting, and/or conferences, you must pay us a non-attendance fee in an amount we determine at the time, and such amount will be paid into the Brand Fund or used for local marketing for your Studio, as we determine. Training and other meetings will be conducted at locations we designate. You will be responsible for any and all expenses incurred in connection with any initial or additional training, including the costs of travel, lodging, meals, and wages you incur.

ITEM 12
TERRITORY

Although we grant you some territorial protection, you will not receive an exclusive territory.

The Franchise Agreement gives you the right to operate an F45 Studio at a site we accept as meeting our site selection guidelines ("**Location**"). You must select the site for your Studio from within a geographic area you and we agree on ("**Designated Area**"), which will be identified in the Franchise Agreement when you sign the Franchise Agreement. You will not acquire any rights in and to the Designated Area, other than the right to select a site for the Studio from within the boundaries of the Designated Area. Your rights to the Protected Area (defined below) will be determined once you acquire a site that we approve.

If the site that you select and that we approve for the Studio is closer to the outside boundary of the Designated Area, then we may redefine the geographic area of protection surrounding your Location ("**Protected Area**") such that the Studio is more centrally located in the Protected Area. If we make this modification, we anticipate that your Protected Area will be approximately the same size and will have approximately the same demographics as your original Designated Area. If we do not notify you prior to opening the Studio of the revised Protected Area, the Designated Area will automatically become the Protected Area for purposes of the Franchise Agreement.

If you are in compliance with the Franchise Agreement and any other agreement you have with us or our affiliates, we and our affiliates will not establish or authorize anyone except you to establish an F45 Studio in the Protected Area during the term of the Franchise Agreement. The Protected Area will generally be an area with a population of at least 15,000 as determined by the most recent, published U.S. census data, but the actual size and shape of the Protected Area will vary from franchisee to franchisee.

Continuation of your Protected Area does not depend on the achievement of a certain sales volume, market penetration, or other contingency. There are no circumstances that would permit us to modify your territory rights during the term of the Franchise Agreement or upon renewal of the Franchise Agreement. You do not receive the right to acquire additional franchises within or outside of your Protected Area unless you sign another Franchise Agreement with us.

You must operate the Franchise Business and offer and sell products and services only at the Location. You may not actively solicit from consumers located outside your Protected Area through any method of distribution, including alternative channels such as the Internet, catalog sales, telemarketing, or other direct marketing. You cannot relocate the Studio without our consent. If you lose possession of the Location through no fault of your own, you must apply to us within 30 days for our approval to relocate your Studio. You must relocate to another site in the Protected Area.

We retain all other rights. Among other things, this means we can:

(i) Develop and establish other business systems using the Marks, or other names or marks, and grant licenses to use those systems without providing any rights to you;

(ii) Advertise and promote the System in the Protected Area;

(iii) Operate, and license others to operate, Franchise Businesses at any location outside the Protected Area, including locations that are adjacent to the Protected Area, and in any Reserved Area, even if the Reserved Area is in the Protected Area. "Reserved Area" means any office buildings/campuses; military bases and posts; airports; and hotels, resorts, and other lodging facilities, regardless of where located.

(iv) Within and outside the Protected Area, offer and sell, and authorize others to offer and sell, any similar or dissimilar products and services, (under the Marks or under other names or marks) through

any channel or by any method of distribution (including the Internet) other than a Franchise Business on any terms and conditions we deem appropriate.

(v) Purchase, merge with, acquire, be acquired by or affiliate with any businesses of any kind under other systems and/or other marks, which businesses may convert to or operate under the Marks or other trademarks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your Franchise Business, and which may be located anywhere inside our outside the Protected Area.

There are no restrictions on our right to solicit or accept business from consumers inside the Protected Area without paying any compensation to you.

We reserve, maintain, and control all rights with respect to the use of the brand, Marks, and System, in the metaverse. The "metaverse" means a live shared digital environment that can be accessed through the Internet, virtual reality, augmented reality, and other technologies. For the avoidance of doubt, the Protected Area does not include the metaverse.

Except as described above, continuation of any territorial exclusivity does not depend on the achievement of a certain sales volume, market penetration, or other contingency and we may not alter your Protected Area.

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. For example, you may face competition from competitive brands such as FS8® and Vaura™. As discussed above FS8® and Vaura™ are a different type of exercise studio and exercise program. There are no restrictions on operators of these other brands from soliciting for members who are, or offering fitness and exercise programs to, members of F45 Studios.

ITEM 13
TRADEMARKS

The Franchise Agreement gives you a license to operate a Franchise Business using the Marks and any future Marks we authorize.

We have registered the following Marks with the U.S. Patent and Trademark Office ("USPTO"). We intend to renew the registrations and have filed or intend to file all appropriate affidavits at the appropriate times required by law.

MARK	REGISTER	REGISTRATION DATE	REGISTRATION NUMBER
F45 Training (standard character)	Principal	September 1, 2015	4801720
Functional 45 F45 Training (design)	Principal	August 25, 2015	4797493
F45 (design)	Principal	July 30, 2019	5816931
Team Training Life Changing (standard character)	Principal	January 17, 2017	5125387

There is no presently effective determination of the U.S. Patent and Trademark Office, the trademark trial and appeal board, the trademark administrator of any state or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Mark which is relevant to its ownership, use or licensing.

We know of no superior prior rights or infringing use that could materially affect your use of the Mark, and we know of no agreements currently in effect which significantly limit our rights to use or license the use of the Mark in any manner material to the franchise.

We are not obligated to protect your rights to use the Marks or to protect you against claims of infringement or unfair competition. We are not obligated to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Mark or if the proceeding is resolved unfavorably to you.

You must immediately notify us of any infringement of the Marks or of any challenge to the use of any of the Marks or claim by any person of any rights in any of the Marks. You, including all Principal(s), and

your Key Person must agree not to communicate with any person other than us, any designated affiliate and our or their counsel about any infringement, challenge or claim of this type. We or our affiliates have sole discretion to take any action we deem appropriate and the right to exclusively control any litigation or any USPTO (or other) proceeding, arising out of any infringement, challenge, or claim concerning any of the Marks. You must execute all instruments and documents and give us any assistance that, in our counsel's opinion, may be necessary or advisable to protect and maintain our interests or those of our affiliates in any litigation or proceeding of this type or to otherwise protect and maintain our or their interest in the Marks.

You may not use any of the Marks as part of your corporate or other name. You must also follow our instructions for identifying yourself as a franchisee and for filing and maintaining the requisite trade name or fictitious name registrations. You must execute any documents we or our counsel determine are necessary to obtain protection for the Marks or to maintain their continued validity and enforceability. Neither you nor your Key Persons nor your Principals may take any action that would prejudice or interfere with the validity of our rights with respect to the Marks and may not contest the validity of our interest in the Marks or assist others to do so.

We have the right to substitute different trade names, service marks, trademarks, and indicia of origin for the Marks if the Marks can no longer be used, or if we determine, in our sole discretion, that the substitution will be beneficial to the System. If we do, we may require you to discontinue or modify your use of any Mark or use one or more additional or substitute Marks at your expense.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents or patent applications that are material to the franchise. We do claim copyright protection and proprietary rights in the original materials used in the System, including our Manuals, bulletins, correspondence and communications with our franchisees, training, advertising and promotional materials, and other written materials and videos/images relating to the operation of Franchise Businesses and the System.

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

We treat all of this information as trade secrets and you must treat any of this information we communicate to you confidentially. You and your Key Person(s) must agree not to communicate or use our confidential information for the benefit of anyone else during and after the term of the Franchise Agreement. You and your Key Person(s) must also agree not to use our confidential information at all after the Franchise Agreement terminates or expires. You and your Key Person(s) can give this confidential information only to your employees who need it to operate your Franchise Business. You must have your General Manager (if applicable), Studio Manager, and any of your other personnel who have received or will have access to our confidential information, sign similar covenants. Those of your Principals who are not signing the Guaranty also must execute these covenants.

If you or your Key Person(s) develop any new concept, process, or improvement in the operation or promotion of your Franchise Business, you must promptly notify us and give us all necessary information about the new process or improvement, without compensation. You and your Key Person(s) agree that any of these concepts, processes, or improvements will become our property, and we may use or disclose them to other franchisees, as we determine appropriate.

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

When you sign the Franchise Agreement, you must designate an individual to serve as your "Key Person". If you are an individual, you will be the Key Person. If you are not an individual, your Key Person must maintain a direct or indirect ownership interest in you of not less than 10%, unless we consent otherwise. This interest may not be pledged, mortgaged, hypothecated, or be subjected to any lien, charge, or encumbrance, voting agreement, proxy, security interest, or purchase right or option, without our consent.

The Key Person must meet our qualifications and must be approved by us. The Key Person for all Franchise Businesses operated by you and, if applicable, your affiliates, must be the same person, and the same person must act as your Key Person under all Franchise Agreements between us.

Unless a General Manager is appointed, as discussed below, your Key Person must devote his or her full time and best efforts to the supervision of your operations and may not engage in any other business. He or she must satisfy our training requirements and our other Standards and must guaranty your performance under the Franchise Agreement. Your Key Person will be individually, jointly and severally, bound by all of your obligations and the obligations of the Key Person under the Franchise Agreement.

You may, at your option and subject to our written consent, designate a General Manager to supervise your operations. Even if we permit you to designate a General Manager to supervise your operations, your Key Person remains ultimately responsible for the General Manager's performance and the performance of the Studio and your compliance with the Franchise Agreement. The General Manager must devote his or her full time and best efforts to the supervision of your Studio(s).

You must notify us promptly if your Key Person or General Manager cannot continue to serve or no longer qualifies as a Key Person or a General Manager. You will have 30 days from the date of the notice (or from any date that we independently determine the Key Person or General Manager no longer meets our Standards) to take corrective action. During that 30-day period, you must provide for interim management of your operations in compliance with the Franchise Agreement.

You must designate and retain at all times during the term of the Franchise Agreement at least one Studio Manager to coordinate and manage the day-to-day operations of the Studio.

We require your current and future Key Person to sign a Guaranty in the form of Attachment A to the Franchise Agreement guaranteeing your performance and binding themselves individually to certain provisions of the Franchise Agreement, including the covenants against competition and disclosure of confidential information, restrictions on transfer, and dispute resolution procedures. If you are an individual, your spouse will be required to sign the Guaranty if your spouse is directly involved in the franchised business, making your spouse jointly and severally liable for your obligations. Otherwise, your spouse must sign our Confidentiality Agreement and Ancillary Covenants Not to Compete agreement, which is Attachment B to the Franchise Agreement.

At our request, you must have your General Manager and Studio Manager and any other personnel who will have access to our training sign covenants not to compete and agree to maintain the confidentiality of information they have access to through their relationship with you. These covenants will be in substantially the form of Attachment B to the Franchise Agreement. Those of your Principals who are not signing the Guaranty also must execute these covenants. We have the right, in our sole discretion, to decrease the period of time or geographic scope of the noncompetition covenants or eliminate the noncompetition covenant altogether for any person who must sign an agreement described in this paragraph.

You are solely responsible for all employment decisions and functions related to the Studio, including hiring, firing, compensation, benefits, work hours, work rules, record-keeping, scheduling, supervision, and

discipline of employees, notwithstanding any suggestions, advice, guidelines, programs or training that we may offer. You and your Key Person must comply with all federal, state and local laws and regulations regarding employment-related matters. All personnel decisions will be made by you, without any influence or advice from us. You must take such steps as are necessary to ensure that your employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet any minimum standards that we may establish from time to time in the Manuals. To the extent that we may provide suggested or mandatory standards regarding the minimum number of employees, those standards are designed solely to meet the anticipated volume of business, preserve good customer relations, and to achieve the goals of the System. We shall not be deemed a joint employer with you for any reason. If we incur any cost, loss, or damage as a result of any actions or omissions of you or your employees, including any that relate to any party making a finding of any joint employer status, you will fully indemnify us for such loss.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only market, offer, sell and provide the products and services within your Protected Areas in a manner that meets our Standards and complies with our Manuals and other writings. We will provide you with a list of our then-current Approved Services, along with their standards and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Franchise Business. We may update or modify this list in writing at any time. If you wish to offer products or services that are not approved by us, you must first obtain our prior written approval. You must also comply with all applicable laws and regulations and secure all appropriate governmental approvals for the Franchise Business.

You must offer and sell all products and services we require. You must sell only the products and services that we have expressly approved in writing. You must stop selling any products or services that we disapprove in writing. You must not provide the following services or types of exercise or activities unless we otherwise approve or require, in writing: Zumba®; karate/jiu jitsu/grappling; dance, spin, stretch, mixed martial arts (MMA); boxing; yoga; Olympic-style weightlifting; physiotherapy; life coaching; or therapeutic practices, including but not limited to massage, acupuncture, or meditation; or childcare. We reserve the right to modify the list of prohibited and required services and types of exercise at any time.

We may make available to you for resale in your F45 Studio prepared meals, protein and other nutritional supplements, sporting goods, equipment, and other merchandise containing the Marks, such as T-shirts, caps, cups, and mugs ("**Branded Products**"). If we make Branded Products available, we may require you to purchase them from a supplier we designate, which may be us. If we make Branded Products available to you for resale, you must purchase the minimum quantity and/or the dollar amount of Branded Products we specify, which we may change from time to time.

As of the issuance date of this disclosure document, you must purchase (1) at least $1,500 (not including taxes and duties, if any) worth of Studio merchandise such as T-shirts, sporting goods, equipment, caps, cups, and mugs every three months during the Term of your Franchise Agreement; (2) at least 100 LionHeart heart rate monitors each year of the Term of your Franchise Agreement, starting the second year following the Opening Date of your Studio (the first year's supply is included in the Equipment Pack); and (3) $3,000 worth of protein and nutritional supplements at least 30 days before the Opening Date of your Studio and maintain the amount of inventory of these items we require, which will be a reasonable amount. We may change these minimum purchase requirements at any time during the Term of the Franchise Agreement.

You must open and operate the Studio during the hours we specify in the Manuals or otherwise in writing. We reserve the right to remove all unapproved products, goods, and materials from your F45 Studio.

We reserve the right to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products or services.

You may not advertise, promote, post, or list information relating to your Franchise Business on the Internet (through the creation of a Website or otherwise) unless we otherwise approve of such activity in writing.

Before you open the Studio to the public, you must satisfy any and all of our pre-opening requirements, which include a soft opening and the pre-sale of a minimum number of Foundation Memberships. Currently, you must conduct a soft opening of the Studio in which: (i) you must operate the Studio for the period of time we require, as described in the Manuals; (ii) classes are offered only to your friends and family; and (iii) classes are not made available to the general public. Additionally, you must sell at least 75 Foundation Memberships before we will permit the Studio to open. We reserve the right to increase or decrease at any time the number of Foundations Memberships that must be sold.

We do not impose any other restrictions in the Franchise Agreement or otherwise on the goods or services that you may offer or sell or the customers to whom you may offer or sell.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement. You should read these provisions in the Franchise Agreement attached to this disclosure document.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 3.A.	Initial term is 10 years from the Opening Date.
b. Renewal or extension of the term	Section 3.B.	Two, additional, consecutive 10-year terms.
c. Requirements for franchisee to renew or extend	Section 3.B.	Your renewal rights permit you to remain as a franchisee after the initial term of your franchise agreement expires. However, to remain a franchisee, you must meet all required conditions to renew, including signing our then-current form of renewal franchise agreement, which may be materially different than the form attached to this disclosure document. Other conditions include: give written notice; update required items; not be in default; pay all money owed; retain right to Location; pay us a renewal fee; execute general release (See Exhibit G); comply with then-current qualifications and training requirements.
d. Termination by franchisee	Not applicable	Not applicable. (Subject to state law)
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with cause	Section 17.	We may terminate on your default. If your default is curable and you do not cure, then instead of terminating, at our option, we may, in addition to exercising any other remedies, suspend your access to certain services, products, and/or suppliers.
g. "Cause" defined - curable defaults	Section 17.D.	For any default, except those specified as non-curable, you have 30 days to cure unless otherwise stated in the franchise agreement or pursuant to applicable state law. Curable defaults, including, but are not

Provision	Section in Franchise Agreement	Summary
		limited to, the failure to procure and maintain insurance coverage; misuses or makes unauthorized use of the Marks; failure to obtain the execution of the confidentiality and related covenants; failure to pay monies owed; failure to comply with the noncompetition covenants; unauthorized sales of any products or services; if the Studio poses a threat to the public health or safety; failure to observe the standards of the System as prescribed in the Manuals or otherwise in writing; failure to comply with any other requirement imposed by the Franchise Agreement; or failure to designate qualified replacement Key Person or General Manager.
h. "Cause" defined - non-curable defaults	Sections 17.B. and 17.C.	Insolvency; general assignment for benefit of creditors; bankruptcy; receivership; final judgment remains unsatisfied for 30 days or more; dissolution; execution of levy or sale after levy; foreclosure proceedings not dismissed within 30 days; failure to obtain acceptance of proposed site or acquire Location, failure to open business within the required time period; abandonment or forfeiture of right to do business; conviction of certain crimes; unauthorized transfer; failure to comply with certain confidentiality covenants; maintain or submit false records or false reports; breach of any covenants or false representations; failure to comply with quality assurance program; default of any other franchise agreement; repeated defaults whether or not cured.
i. Franchisee's obligations on termination/non-renewal	Section 18.	Stop operating your Studio and using the System's confidential methods, procedures techniques, and marks; cancel any registration containing the Marks; immediately pay amounts due and our damages and enforcement costs; comply with confidentiality and non-competition covenants; return all Manuals and other proprietary materials; provide us a list of all advertising and promotions materials bearing the Marks; at our option, sell or assign us your rights in all business

Provision	Section in Franchise Agreement	Summary
		telephone numbers, advertising and promotional materials, furnishings equipment, and the premises.
j. Assignment of contract by franchisor	Section 14.A.	We may transfer our rights without restriction.
k. "Transfer" by franchisee – definition	Sections 14.B. and 14.D.	You must not transfer any direct or indirect interest in you, the Franchise Agreement, or the assets of the franchised business without our consent. A Principal not signing the Guaranty may assign a non-controlling interest in you without our consent on notice to us, but the transferee cannot be the owner of a competing business.
l. Franchisor approval of Transfer by franchisee	Section 14.B.	We must consent and you must meet conditions before transferring.
m. Conditions for franchisor approval of transfer	Section 14.B.	Pay all amounts due; not be in default; execute a general release (see Exhibit G); pay transfer fee; remain liable for pre-transfer obligations. Transferee must meet our criteria, complete required training, guaranty obligations; enter into then-current franchise agreement, and upgrade the Studio.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.E.	On 30 days written notice, we have the option to purchase an interest being transferred on the same terms and conditions offered by a third party.
o. Franchisor's option to purchase franchisee's business	Sections 18.A (8) and (9) and 18.B.	Upon termination or expiration, we have the option to purchase your advertising materials bearing the Marks at your cost. We have the option to purchase the furnishings, equipment, signs, fixtures, supplies, materials and other assets, at fair market value, and, if you own the land where the Studio is located, we have the option to lease the land (and any building on the land used for the operation of the Studio), for fair market value. We have the option to have the lease for the premises of the Studio assigned to us.
p. Death or disability	Section 14.F.	On death or permanent disability of you or

Provision	Section in Franchise Agreement	Summary
of franchisee		a Principal, the person's interest must be transferred to someone we approve within 6 months.
q. Non-competition covenants during the term of the franchise	Section 10.C.(l)	You may not operate or have an interest in a business which is similar to the franchised business, or that offers prepared meal or protein or other nutritional supplements that are the same as or similar to the meals and supplements you are required to sell at or from your Studio, unless otherwise approved by us, in writing. (Subject to state law)
r. Non-competition covenants after the franchise is terminated or expires	Sections 10.C.(2)	For 2 years after the expiration or termination of the Franchise Agreement, or in the case of certain transfers, you may not divert any of your business or customers to a competitor or have an interest in any business that is similar to the franchised business at the Location, or that offers prepared meals or protein or other nutritional supplements that are the same as or similar to the meals and supplements you are required to sell at or from your Studio, within the Protected Area, or within a 5-mile radius of the location of any F45 Studio then in existence or under construction, unless otherwise approved by us, in writing. (Subject to state law)
s. Modification of the agreement	Sections 10.A. and 19.B.	Except for changes we can make unilaterally, changes require mutual agreement. You must comply with the Manuals as amended.
t. Integration/merger clause	Section 19.B.	Except as otherwise required by applicable state law, only the terms of the Franchise Agreement, other related written agreements, and franchise disclosure document are binding. No other representations or promises are binding.
u. Dispute resolution by arbitration or mediation	Section 19.G.	Except as otherwise required by applicable state law, all claims, controversies, or disputes arising out of or relating to the Franchise Agreement must be mediated, except for actions we bring for monies owed, injunctive or other equitable relief, or relief relating to real property. (Subject to state law)

Provision	Section in Franchise Agreement	Summary
v. Choice of forum	Sections 19.G. and 19.H.	Except as otherwise required by applicable state law, mediation in Austin, Texas, except actions for monies owed, injunctive relief, or relief related to real property, the Marks, or confidential information. (subject to applicable state law) Venue for any other proceeding is the state, county, or federal judicial district where our principal place of business is located at the time the claim is filed.
	Sections 19.K., L. and N.	The Franchise Agreement contains a number of provisions that may affect your legal rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised.
w. Choice of law	Section 19.I.	Except as otherwise required by applicable state law, the Franchise Agreement is to be interpreted and construed under Texas law, except for Texas choice of law rules. (subject to applicable state law)

ITEM 18
PUBLIC FIGURES

In March 2019, Mark Wahlberg, an internationally renowned actor, executive producer, and entrepreneur, invested in our ultimate parent, F45 Training Holdings, Inc. ("**F45 Holdings**"). Around the same time, F45 Holdings and Mr. Wahlberg also entered into an agreement in which Mr. Wahlberg has agreed to promote and participate in marketing opportunities for the F45 brand and the sale of F45 franchises in the US. As compensation for these services, Mr. Wahlberg was granted common stock in F45 Holdings. Mr. Wahlberg is not involved in the management or control of the franchisor.

In January 2021, F45 Training Incorporated and Morgan Mitchell (a renowned Australian athlete) entered into an agreement in which Ms. Mitchell has agreed to promote and participate in marketing opportunities for the F45 brand. Additionally, Ms. Mitchell will work with F45 Training Incorporated's athletics team and appear on F45TV. F45 Training Incorporated has agreed to pay Ms. Mitchell as compensation for these services.

In April 2021, F45 Training Incorporated's parent, F45 Training Holdings Inc., entered into a promotional agreement with Magic Johnson Entertainment f/s/o Earvin Johnson Jr. (a retired professional basketball player) to promote the F45 brand. Beginning in the second quarter of 2022, the parties intend to have Mr. Johnson promote the sale of F45 franchises globally, including the US. As compensation, F45 Training Incorporated will pay Magic Johnson Entertainment for Mr. Johnson's services. In addition, Magic Johnson Entertainment may be eligible to receive stock in F45 Training Incorporated's parent company, F45 Training Holdings Inc.

In July 2023, F45 Training Incorporated and Noah Galloway (a former United States Army soldier and motivational speaker) entered into an agreement in which Mr. Galloway will promote and participate in marketing opportunities for the F45 brand. Additionally, Mr. Galloway will work with F45 Training's athletic team and appear on F45TV. F45 Training Incorporated has agreed to pay Mr. Galloway as compensation for these services.

Except as described above, 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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Elizabeth ("Liz") Hebert, General Counsel, F45 Training Incorporated, 3601 South Congress Avenue, Building E, Austin, TX 78704 (737) 787-1955; the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2020 to 2022[(1)]

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	310	469	+159
	2021	469	597	+128
	2022	597	727	+130
Company-Owned	2020	7	2	-5
	2021	2	1	-1
	2022(2)	1	1	0
Total Outlets	2020	317	471	+154
	2021	471	598	+127
	2022	598	728	+130

Notes:

1. All numbers are as of our December 31 fiscal year end.

2. All numbers are as of our December 31 fiscal year end, but see note 2 under Table 4.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2020 to 2022[(1)]

State	Year	Number of Transfers
Alabama	2020	0
	2021	0
	2022	1
Arizona	2020	0
	2021	0
	2022	1
Arkansas	2020	0
	2021	1
	2022	2
California	2020	2
	2021	6
	2022	16
Colorado	2020	0
	2021	2
	2022	2
Connecticut	2020	0
	2021	0
	2022	4
District of Columbia	2020	0
	2021	0
	2022	1
Florida	2020	4
	2021	5
	2022	13
Hawaii	2020	1
	2021	1
	2022	0
Idaho	2020	0
	2021	1

State	Year	Number of Transfers
	2022	1
Illinois	2020	0
	2021	6
	2022	1
Indiana	2020	0
	2021	1
	2022	0
Louisiana	2020	0
	2021	0
	2022	2
Maryland	2020	0
	2021	0
	2022	1
Massachusetts	2020	0
	2021	1
	2022	0
Michigan	2020	1
	2021	1
	2022	1
Missouri	2020	0
	2021	1
	2022	2
New Jersey	2020	1
	2021	0
	2022	0
New York	2020	0
	2021	1
	2022	5
North Carolina	2020	1
	2021	1
	2022	3

State	Year	Number of Transfers
Oregon	2020	0
	2021	1
	2022	0
Pennsylvania	2020	0
	2021	0
	2022	4
South Carolina	2020	0
	2021	0
	2022	1
Tennessee	2020	0
	2021	0
	2022	1
Texas	2020	4
	2021	4
	2022	21
Utah	2020	2
	2021	1
	2022	4
Virginia	2020	1
	2021	0
	2022	3
Washington	2020	0
	2021	1
	2022	7
Total	2020	17
	2021	35
	2022	97

Notes:

1. All numbers are as of our December 31 fiscal year end.

Table No. 3
Status of Franchised Outlets
For years 2020 to 2022[(1)]

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Alabama	2020	4	5	0	0	0	0	9
	2021	9	0	0	0	0	1	8
	2022	8	1	0	0	0	0	9
Alaska	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arizona	2020	4	12	0	0	0	0	16
	2021	16	10	0	0	0	0	26
	2022	26	7	0	0	0	0	33
Arkansas	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
California	2020	59	25	0	0	0	0	84
	2021	84	17	0	0	0	0	101
	2022	101	8	0	1	1	1	106
Colorado	2020	8	2	0	0	0	0	10
	2021	10	12	0	0	0	1	21
	2022	21	5	0	0	0	0	26
Connecticut	2020	5	1	0	0	0	0	6
	2021	6	1	0	0	0	0	7
	2022	7	4	0	0	0	0	11
District of Columbia	2020	1	2	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	1	0	0	0	0	5
Florida	2020	23	20	0	0	0	0	43
	2021	43	17	2	0	0	1	57

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
	2022	57	27	0	0	0	0	84
Georgia	2020	5	0	1	0	0	0	4
	2021	4	2	0	0	0	0	6
	2022	6	2	0	0	0	0	8
Hawaii	2020	3	1	0	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Idaho	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	1	0	0	0	0	5
Illinois	2020	14	7	1	0	0	0	20
	2021	20	3	1	0	0	0	22
	2022	22	6	0	0	1	0	27
Indiana	2020	5	3	0	0	0	0	8
	2021	8	5	0	0	0	0	13
	2022	13	1	0	0	0	0	14
Iowa	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Kansas	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Kentucky	2020	4	0	1	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Louisiana	2020	1	3	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5
Maine	2020	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	0	3
Maryland	2020	1	3	0	0	0	0	4
	2021	4	3	0	0	0	0	7
	2022	7	3	0	0	0	0	10
Massachusetts	2020	3	5	0	0	0	0	8
	2021	8	2	0	0	0	0	10
	2022	10	5	0	0	0	0	15
Michigan	2020	4	9	0	0	0	0	13
	2021	13	3	0	0	0	1	15
	2022	15	4	1	0	0	1	17
Minnesota	2020	6	2	0	0	0	0	8
	2021	8	1	0	0	0	0	9
	2022	9	4	0	0	0	0	13
Missouri	2020	4	3	0	0	0	0	7
	2021	7	3	0	0	0	0	10
	2022	10	3	0	0	0	0	13
Montana	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Nebraska	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
Nevada	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5
New Hampshire	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
	2022	2	2	0	0	0	0	4
New Jersey	2020	11	2	0	0	0	0	13
	2021	13	6	0	0	0	0	19
	2022	19	4	0	0	0	0	23
New Mexico	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New York	2020	11	7	0	0	0	0	18
	2021	18	10	1	0	0	0	27
	2022	27	9	0	0	0	0	36
North Carolina	2020	10	9	0	0	0	0	19
	2021	19	4	0	0	0	0	23
	2022	23	3	0	0	0	0	26
North Dakota	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Ohio	2020	4	0	0	0	0	0	4
	2021	4	0	0	1	0	0	3
	2022	3	2	0	0	0	1	4
Oklahoma	2020	0	1	0	0	0	0	1
	2021	1	2	0	0	0	0	3
	2022	3	3	0	0	0	0	6
Oregon	2020	2	0	0	0	0	0	2
	2021	2	2	0	0	0	0	4
	2022	4	0	0	0	0	1	3
Pennsylvania	2020	8	4	1	0	0	0	11
	2021	11	4	1	0	0	0	14
	2022	14	0	0	0	0	0	14
Rhode Island	2020	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
South Carolina	2020	4	1	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Tennessee	2020	6	3	0	0	0	0	9
	2021	9	4	1	0	0	0	12
	2022	12	3	0	0	0	0	15
Texas	2020	58	19	0	0	0	0	77
	2021	77	9	1	1	0	0	84
	2022	84	19	3	1	0	1	98
Utah	2020	13	6	0	0	0	0	19
	2021	19	3	0	0	0	1	21
	2022	21	0	0	0	0	0	21
Virginia	2020	9	2	0	0	0	0	11
	2021	11	7	0	0	0	0	18
	2022	18	6	0	0	0	0	24
Washington	2020	7	3	0	0	0	0	10
	2021	10	2	0	0	0	0	12
	2022	12	0	0	0	0	0	12
Wisconsin	2020	2	1	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	1	0	0	0	0	5
Totals	2020	310	164	4	0	0	0	470
	2021	470	141	7	2	0	5	597
	2022	597	143	4	2	2	5	727

Notes:

1. All numbers are as of our December 31 fiscal year end.

Table No. 4
Status of Company-Owned Outlets
For years 2020 to 2022[(1)]

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
California	2020	5	0	0	2	1	2
	2021	2	0	0	0	0	2
	2022(2)	2	0	1	0	2	1
Colorado	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Georgia	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Illinois	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	1	0	0	1
Texas	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
Totals	**2020**	**7**	**0**	**0**	**2**	**3**	**2**
	2021	**2**	**0**	**0**	**0**	**0**	**2**
	2022	**2**	**1**	**2**	**0**	**2**	**3**

Notes:

1. All numbers are as of our December 31 fiscal year end.

2. For the count of Corporate Owned Studios, one Studio in California was owned by an entity partially owned by our then-CEO Adam Gilchrist, under a Franchise Agreement, during 2021, and part of 2022. It was counted for purposes of franchise disclosures as a "franchisee" Studio in 2021. During 2022, that Studio was sold from that entity partially owned by Mr. Gilchrist to an independent franchisee. For the table above, that Studio is treated as Corporate Owned Studio, later sold to a franchisee. The table also reflects multiple transactions, including the reacquisition of a Studio from a franchisee in early 2023, and the opening of a new Corporate Owned Studio in 2023.

Table No. 5
Projected Openings As Of December 31, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year[(1)]	Projected New Company-Owned Outlet In the Next Fiscal Year[(1)]
Alabama	7	1	0
Arizona	29	11	0
Arkansas	7	0	0
California	34	11	0
Colorado	23	3	0
Connecticut	5	0	0
District of Columbia	4	3	0
Florida	57	15	0
Georgia	29	9	0
Hawaii	4	0	0
Idaho	2	1	0
Illinois	21	3	0
Indiana	5	1	0
Iowa	3	1	0
Kansas	7	3	0
Kentucky	6	0	0
Louisiana	5	0	0
Maine	2	0	0
Maryland	12	6	0
Massachusetts	16	4	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year[(1)]	Projected New Company-Owned Outlet In the Next Fiscal Year[(1)]
Michigan	16	3	0
Minnesota	10	3	0
Mississippi	3	0	0
Missouri	8	4	0
Montana	2	0	0
Nebraska	8	0	0
Nevada	8	1	0
New Hampshire	3	0	0
New Jersey	28	8	0
New York	43	5	0
North Carolina	9	4	0
Ohio	20	2	0
Oklahoma	8	0	0
Oregon	3	3	0
Pennsylvania	17	4	0
Rhode Island	2	1	0
South Carolina	10	2	0
Tennessee	19	3	0
Texas	85	15	0
Utah	3	0	0
Virginia	22	6	0
Washington	8	1	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year[(1)]	Projected New Company-Owned Outlet In the Next Fiscal Year[(1)]
Wisconsin	2	0	0
Total	615	137	0

(1) These figures in Table No. 5 reflect our projections as of November 1, 2023, for the remaining portion of the 2023 fiscal year.

The names, Studio addresses, and Studio telephone numbers of our franchisees with Open outlets as of December 31, 2022 are attached as Exhibit F-1.

The names, Studio addresses, if known, or Studio City and State, if unknown, and business telephone number or email of our franchisees with outlets not yet opened as of December 31, 2022 are attached as Exhibit F-2.

The name, city and state, and current business telephone number (or, if unknown, the last known home telephone number or email) of every franchisee who has had a Franchise Agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement or who has left the system during the most recently completed fiscal year, or has not communicated with us within 10 weeks of date of disclosure document is listed on Exhibit F-3. In addition, the list of former franchisees in Exhibit F-3, includes the names and contact information of franchisees who left the system in 2023, as of November 15, 2023.

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

As of the date of this disclosure document, we are not offering any outlets we control that were previously owned by a franchisee. If we begin to offer any such outlet, specific information about the outlet will be provided to you in a supplement to this disclosure document.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Currently, there are no trademark specific franchisee associations.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit C are our audited financial statements for our fiscal years ending December 31, 2020; December 31, 2021; and December 31, 2022.

Also attached as Exhibit C is a copy of our unaudited financial information as of August 31, 2023. The interim unaudited financial information in this Item was prepared by us and has not been reviewed or audited by our auditor. Our auditors do not express an opinion on or any other form of assurance with respect to such information and assume no responsibility for the interim financial information.

ITEM 22
CONTRACTS

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

1. Exhibit A - Franchise Agreement (with attachments).
2. Exhibit G - Form of General Release.

ITEM 23
RECEIPTS

Attached as the last two pages of this disclosure document are duplicate Receipts to be signed by you. Keep one for your records and return the other one to us.

EXHIBIT A
FRANCHISE AGREEMENT

F45 TRAINING INCORPORATED

FRANCHISE AGREEMENT

FDD dated November 29, 2023

F45 TRAINING INCORPORATED
FRANCHISE AGREEMENT

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F45 TRAINING INCORPORATED
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("**Agreement**") is made and entered into on the date set forth in **Item 1** of the **Summary Addendum** ("**Effective Date**") by and between F45 Training Incorporated, a Delaware corporation ("**Franchisor**"), and the party named in **Item 2** of the **Summary Addendum** ("**Franchisee**"). Certain initially capitalized terms used frequently in this Agreement are defined in Section 21.

RECITALS

Franchisor has the right to use and license the use of a distinctive system relating to exercise training that involves alternating periods of short, intense anaerobic exercise under the F45 trade name, trademark, and business system ("**System**") for the establishment and operation of an F45 training facility ("**F45 Studio**" or "**Studios**").

The distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, decor, color scheme, and furnishings; uniform standards, specifications, policies, and procedures for operations; quality and uniformity of the products and services offered; procedures for inventory, management, and financial control; training and assistance; advertising and promotional programs; and other standards, specifications, techniques, and procedures that Franchisor designates for developing and operating F45 Studios; all of which may be changed, deleted, improved, and further developed by Franchisor from time to time (collectively, "**System Standards**").

The System is identified by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark "F45 Training" and such other trade names, service marks, trademarks, logos, emblems, and indicia of origin as are now designated, and may hereafter be designated by Franchisor in writing, for use in connection with the System ("**Marks**").

Franchisee wishes to obtain the right to use the System for: (i) the operation of an F45 Studio at a location within the Protected Area and approved by Franchisor in accordance with the terms of this Agreement ("**Location**") , (ii) the provision of services that the Franchisor designates from time to time ("**Approved Services**") within the Protected Area and (iii) the provision of certain products related to the operation of an F45 Studio and the provision of the Approved Services, including Branded Products, within the Protected Area (collectively, the "**Franchise Business**"), and acknowledges the importance of operating the F45 Studio in conformity with Franchisor's high standards of quality and service.

Franchisor wishes to grant Franchisee a franchise for the operation of the Franchise Business at the Location upon the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. GRANT

A. Grant of Rights. Franchisor hereby grants Franchisee the right and license, and Franchisee hereby accepts the right and obligation, to establish and operate the Franchise Business under the Marks and the System in accordance with this Agreement at the Location. This Agreement only grants Franchisee the right and license to operate one F45 Studio at the Location. Franchisee will not offer any products, services, Approved Services or Branded Products (defined below) at any location that is not within the Protected Area or through any other method of distribution, such as the Internet.

B. Protected Area. Upon Franchisee's acquisition of the site for the Studio pursuant to Section 2. below, Franchisee's Protected Area will be defined by Franchisor and will be memorialized either in the

Summary Addendum or in an amendment to this Agreement (that complies with Section 19.B. below), and such amendment will be considered an integral part of this Agreement, in accordance with Section 2.A. below. If Franchisor does not memorialize the Protected Area as described immediately above, then on the Opening Date, the Designated Area set forth in **Item 19** of the **Summary Addendum** will be deemed the Protected Area for purposes of this Agreement. If Franchisee is in full compliance with this Agreement and any other agreement between Franchisee or its Affiliates and Franchisor or its Affiliates, neither Franchisor nor any Affiliate of Franchisor will establish, or authorize any person or entity other than Franchisee to establish, an F45 Studio in the Protected Area during the Term of this Agreement, except as set forth in Section 1.C. below.

C. Reserved Rights. The rights granted to Franchisee under this Agreement are nonexclusive, and Franchisor and its Affiliates have and retain all rights within and outside the Protected Area except those expressly granted to Franchisee. Accordingly, Franchisor, its Affiliates, and any other authorized person or entity will have the right, among others, **(i)** to develop and establish other business systems using the Marks, or other names or marks, and to grant licenses to use those systems without providing any rights to Franchisee, **(ii)** to advertise and promote the System in the Protected Area, **(iii)** to operate, and license others to operate, the Franchise Business at any location outside the Protected Area, including locations that are adjacent to the Protected Area, and in any Reserved Area, even if the Reserved Area is in the Protected Area, **(iv)** to engage, directly or indirectly, at wholesale, retail, or otherwise, in the production, distribution, license, and sale of any and all services and products, under the Marks, or under other names or marks, within and outside the Protected Area, through any method of distribution, including, but not limited to, mail order catalogs or the Internet, regardless of the proximity to, or the competitive impact on, Franchisee's Franchise Business, and without compensation to Franchisee, and (v) to purchase, merge with, acquire, be acquired by or affiliate with any businesses of any kind under other systems and/or other marks, which businesses may convert to or operate under the Marks or other trademarks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your Franchise Business, and which may be located anywhere inside or outside the Protected Area.

D. Location; Relocation. Franchisee has been granted the right to operate an F45 Studio at the Location approved by Franchisor. Franchisee will not relocate the F45 Studio without Franchisor's express, prior, written consent. If Franchisee is unable to continue the operation of the F45 Studio at the Location because of the occurrence of an event of Force Majeure (or for other reasons not constituting an event of default under this Agreement), Franchisee may request Franchisor's consent to relocate the Studio to another location in the Protected Area. If Franchisor grants Franchisee the right to relocate the Studio, then Franchisee will comply with such reasonable site selection and construction procedures as Franchisor may require.

E. Condition Precedent (Background & Financial Checks). This Agreement is conditional upon the satisfaction of the following (referred to collectively and individually as the "**Pre-contractual Obligations"**):

(1) Franchisor conducts a criminal background check in relation to the Franchisee and Principals, the results of which must be satisfactory to Franchisor at its sole discretion;

(2) Franchisor conduct a credit check in relation to the Franchisee and Principals, the results of which are satisfactory to Franchisor at its sole discretion; and

(3) Franchisee submits to Franchisor confirmation satisfactory to the Franchisor (in its absolute discretion) that it has sufficient funding in order to set up and operate Studio and otherwise satisfy their financial obligations under the Agreement; and

(4) Franchisee submits to Franchisor a signed copy of its company agreement confirming the ownership of the Franchisee, the details of which are satisfactory to Franchisor at its sole discretion.

In the event that the Pre-contractual Obligations are not satisfied within thirty (30) days of the Effective Date, Franchisor reserves the right to terminate this contract immediately by further notice to the Franchisee.

2. SITE SELECTION, PLANS, CONSTRUCTION, AND OPENING DATE

A. Site Selection. Franchisee assumes all costs, liability, expenses, and responsibility for locating, obtaining, and developing a site for the Studio within the geographic area described in **Item 19** of the **Summary Addendum** ("**Designated Area**"). Franchisee acknowledges and agrees that it acquires no rights in and to the Designated Area, other than the right to select a site for the Studio from within the boundaries of the Designated Area. If the site that Franchisee selects and that Franchisor approves for the Studio is closer to the outside boundary of the Designated Area, then the Protected Area may be redefined such that the Studio is more centrally located within the Protected Area. If this occurs, then Franchisor will undertake best efforts to ensure that the Protected Area is approximately the same size and has approximately the same demographics as the Designated Area.

B. Site Approval. Before acquiring a site for the F45 Studio, Franchisee must submit to Franchisor, in the form specified by Franchisor, a description of the site, evidence satisfactory to Franchisor demonstrating that the site satisfies Franchisor's site selection guidelines, and such other information and materials as Franchisor may reasonably require, including, but not limited to, copies of a proposed lease (which incorporates a rider in substantially the form attached hereto as Attachment D) or a contract of sale for the site, floor plans of the proposed site, and interior and exterior photographs of the proposed site. Franchisor's approval of a lease does not mean that the economic terms of the lease are favorable to Franchisee; it means only that the lease contains the lease terms that Franchisor requires. Franchisor will have fourteen (14) days after receiving Franchisee's site information to accept or not accept, at Franchisor's sole option, the proposed site as the Location for the Studio. No site may be used for an F45 Studio unless it is first approved in writing by Franchisor, and Franchisee will not make any binding commitment with respect to a site for the Studio unless the site is first approved in writing by Franchisor. In reviewing your proposed site, we consider various factors, including but not limited to the size, layout, and condition of the building, the location of the site, the proximity of the site to other F45 studio and competitors, population, and other demographic factors. If Franchisor approves multiple sites for the Studio, then Franchisee will notify Franchisor in writing within ten (10) days of the date of such approval of the site that Franchisee intends to acquire for the Studio. Franchisee acknowledges that Franchisor's acceptance of a prospective site and the rendering of assistance in the selection of a site does not constitute a representation, promise, warranty, or guarantee, express or implied, by Franchisor that the F45 Studio operated at that site will be profitable or otherwise successful.

C. Site Acquisition. Promptly following Franchisor's acceptance of the site for the Studio, but in no event no later than six (6) months after the Effective Date, Franchisee will acquire the site by purchase or lease, at Franchisee's expense. Franchisee will furnish to Franchisor a copy of the executed lease (with the incorporated rider in substantially the form attached hereto as Attachment D) or contract of sale within ten (10) days after execution. Failure to acquire a site for the Studio within six (6) months after the Effective Date shall be deemed a material default under this Agreement.

D. Contractual Designation of Site. Notwithstanding Section 19.B. of this Agreement, Franchisor's acceptance of the site will be communicated to Franchisee a in writing that is signed by Franchisor. Franchisor's written acceptance will be considered an amendment to this Agreement such that the accepted site will be the contractual Location for the Studio, and such writing will be considered an integral part of this Agreement.

E. Licenses; Permits. Franchisee will be responsible for obtaining all zoning classifications and clearances which may be required by any laws, ordinances, regulations, or restrictive covenants relating to the construction, finish-out, and operation of the Studio at the Location. In addition, Franchisee hereby

certifies to Franchisor that Franchisee will hire and retain an architect and contractor that will, to the best of Franchisee's knowledge and control, construct the Studio and its adjacent areas in compliance with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act, and all regulations imposed by state, local, and municipal authorities. Franchisee acknowledges that Franchisee and each of its architect and contractor are independent contractors, and the requirements of this Section 2.E do not constitute ownership, control, leasing or operation of the Studio. Franchisee acknowledges that Franchisor has relied on the certification contained in this Section 2.E. Furthermore, Franchisee agrees to indemnify Franchisor and the officers, directors, and employees of Franchisor in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with Franchisee's and/or architect's and/or contractor's compliance with the Americans with Disabilities Act and all regulations imposed by state, local, and municipal authorities, as well as the costs, including attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses), related to the same. Before beginning construction at the Studio, Franchisee must **(i)** obtain all approvals, clearances, permits, licenses, and certifications required for the lawful construction or remodeling and operation of the Studio, and **(ii)** certify in writing to Franchisor that such items have been obtained. At Franchisor's request, Franchisee will provide to Franchisor copies of all such approvals, clearances, permits, licenses, and certifications. Franchisee will further certify in writing to Franchisor that the insurance coverage specified in Section 12. of this Agreement is in full force and effect.

F. Construction and Finish-Out. Franchisee must obtain, at its expense, any architectural, engineering, design, construction, and other services it deems necessary for the construction of the F45 Studio. All architectural, general contractor, and construction management services must be obtained from a supplier approved by Franchisor, and Franchisee must provide to Franchisor upon request a copy of the construction contract for the Studio and the final architectural plans after they have been approved as set forth in Section 2.F.(1) below.

(1) Franchisee will adapt Franchisor's prototypical architectural and general design plans, equipment layout, and flat screen television location plans and specifications for an F45 Studio as necessary for the construction of the Studio licensed under this Agreement and will submit such adapted plans to Franchisor for review within ten (10) days after it acquires the Location. Franchisor will use commercially reasonable efforts to either approve or reject the plans within ten (10) days after Franchisor receives the plans. If Franchisor, at its sole option, determines that the plans are not consistent with System Standards, Franchisor may prohibit the implementation of such plans. If Franchisor objects to any such plans, Franchisor will provide Franchisee with a reasonably detailed list of changes necessary to make the plans acceptable. If Franchisor rejects the plans, Franchisee must submit revised plans, and Franchisor will use commercially reasonable efforts to either approve or reject the revised plans within 10 days after Franchisor receives the revised plans. Franchisee may not use any plans until Franchisor has approved them in writing, and Franchisor's silence with respect to approval or rejection of the plans will not be deemed to be approval of the plans. Franchisee will provide written notice to Franchisor and will obtain Franchisor's prior written approval of any proposed changes to the final plans previously approved by Franchisor. Franchisee acknowledges that Franchisor's review of such plans is only for purposes of determining compliance with System Standards, and that acceptance of such plans by Franchisor does not constitute a representation, warranty, or guarantee, express or implied, by Franchisor that such plans are accurate or free of error concerning their structural application. Franchisor will not be responsible for architecture or engineering, or for code, zoning, or other requirements of the laws, ordinances, or regulations of any federal, state, local, or municipal governmental body, including, without limitation, any requirement relating to accessibility by disabled persons or others, nor will Franchisor be responsible for any errors, omissions, or discrepancies of any nature in the plans.

(2) Franchisee must promptly commence and diligently pursue construction of the Studio. Commencement of construction is defined as the time at which any site work is initiated. Site work

includes, without limitation, paving of parking areas, installing outdoor lighting and sidewalks, extending utilities, demising of interior walls, and demolishing of any existing premises, depending on whether the Studio is to be located in a freestanding building or contained within a shopping mall, strip center, or other interior location. During construction, Franchisee must provide Franchisor with such periodic progress reports as Franchisor may reasonably request. In addition, Franchisor will make such on-site inspections as it may deem reasonably necessary to evaluate such progress. To the extent necessary to enforce brand standards, Franchisee agrees that Franchisor will have the right to consult or work directly with the contractors engaged by Franchisee to construct and/or finish-out the Studio. Franchisee will notify Franchisor of the scheduled date for completion of construction no later than forty-five (45) days prior to such date. Within a reasonable time after the date construction is completed, Franchisor will, at its option, conduct an inspection of the completed Studio, which inspection may be via video conference call, in which case, Franchisee must provide Franchisor video images during such call, as required by Franchisor. Franchisee must not open the Studio for business without the written authorization of Franchisor, which authorization will be conditioned upon Franchisee's strict compliance with this Agreement.

G. Opening Date. Franchisee must open the Studio and commence business within twelve (12) months after the Effective Date, unless Franchisee obtains a written extension of such time period from Franchisor. Franchisee acknowledges that time is of the essence. The Opening Date will be communicated to Franchisee in writing, and such writing will be considered an integral part of this Agreement and will serve as the contractual Opening Date of the Studio. Before the Opening Date, Franchisee must complete all exterior and interior preparations for the Studio, including installation of equipment, fixtures, furnishings, and signs, pursuant to the plans and specifications approved by Franchisor, and must comply with all other pre-opening obligations of Franchisee, including, but not limited to, those obligations described in Section 7 of this Agreement. If Franchisee fails to comply with any of such obligations, Franchisor will have the right to prohibit Franchisee from opening. Franchisee's failure to open the Studio in compliance with these provisions will be deemed a material event of default under this Agreement.

3. TERM AND RENEWAL

A. Term. Unless sooner terminated as provided in this Agreement, the term of this Agreement will begin on the Effective Date and will continue for the number of years set forth in the **Summary Addendum** ("**Initial Term**").

B. Renewal. Franchisee may, at its option, renew its rights under this Agreement for the terms set forth in the Summary Addendum (each, "**Renewal Term**"), subject to any or all of the following conditions which must, at Franchisor's option, be met prior to and at the time of renewal:

(1) Franchisee must give Franchisor written notice of Franchisee's election to renew not less than six (6) months nor more than nine (9) months before the end of the Initial Term;

(2) Franchisee must refurbish, repair, or replace, at Franchisee's cost and expense, all equipment, electronic cash register systems, computer systems, signs, interior, and exterior décor items, fixtures, furnishings, supplies, and other products and materials required for the operation of the Studio as Franchisor may require and will otherwise upgrade the Studio to reflect the then-current Standards and image of the System;

(3) Franchisee must not be in default of any provision of this Agreement, any amendment hereof or successor hereto, at the time of renewal; Franchisee and its Affiliates must not be in default of any other agreement with Franchisor or any of its Affiliates, at the time of renewal, and Franchisee and its Affiliates must have substantially and timely complied with the terms and conditions of such agreements during the respective terms thereof;

(4) Franchisee must have timely satisfied all monetary obligations owed to: (i) Franchisor and its Affiliates under this Agreement and any other agreement between Franchisee or any of

its Affiliates and Franchisor or any of its Affiliates, (ii) the suppliers of the Franchisee, and (iii) Franchisee's lessor;

(5) Franchisee must present evidence satisfactory to Franchisor that Franchisee has the right to remain in possession of the premises of the Studio during the Renewal Term or obtain Franchisor's consent to a new site for the Studio;

(6) Franchisee must execute Franchisor's then-current form of renewal franchise agreement, which agreement will supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, a higher royalty fee, and a higher advertising contribution or expenditure requirement;

(7) Franchisee must pay to Franchisor the renewal fee set forth in **Item 7** of the **Summary Addendum**.

(8) Franchisee and its Principals must execute a general release of any and all claims against Franchisor, its Affiliates, and their respective officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees, past and present, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement or under federal, state, or local laws, rules, regulations, or orders; and

(9) Franchisee must comply with Franchisor's then-current qualification and training requirements.

4. FEES

A. Establishment Fee. On the Effective Date, Franchisee must pay Franchisor a non-refundable establishment fee in the amount set forth in **Item 5** of the **Summary Addendum** attached to this Agreement and a non-refundable document preparation fee set forth in **Item 6** of the **Summary Addendum** via Electronic Funds Transfer ("**EFT**"), or any other means reasonably specified by Franchisor in writing. The establishment fee and document preparation fee are deemed fully earned and non-refundable on the Effective Date.

B. Royalty Fee.

(1) During the Term of this Agreement, Franchisee must pay to Franchisor a continuing monthly royalty fee in the amount set forth in **Item 8** of the **Summary Addendum**, attached hereto. The royalty fee is due on the first day of each month following the month in which the Studio was operating and charging for services, or any other day Franchisor requires.

(2) Franchisor reserves the right to increase annually, on January 1 of each year, the amount of the monthly royalty fee by the amount of the cost of living increase reflected year over year in the U.S. Consumer Price Index, and Franchisee hereby agrees to pay the adjusted royalty fee pursuant to the terms and conditions of this Agreement. The increase in the adjusted royalty fee will be obtained by multiplying the year over year change in the Consumer Price Index by the Base Royalty Fee. "**Base Royalty Fee**" means the royalty fee due for the month immediately preceding the month in which the royalty fee is being adjusted.

C. Equipment Pack Fee and Delivery Costs. On the Effective Date, Franchisee must pay Franchisor the non-refundable Equipment Pack Deposit set forth in **Item 9** of the **Summary Addendum** via EFT. Franchisee must also pay Franchisor the remainder of the Equipment Pack Fee in the amount and in the manner set forth in **Item 9** of the **Summary Addendum** for the "**Equipment Pack**" described in the Equipment Pack Addendum and accept delivery of the Equipment Pack no later than six (6) months from the Effective Date. The Equipment Pack Fee excludes Taxes and includes shipping and delivery costs ("**Delivery Costs**") as well as other duties Franchisee may be required to pay in connection with the purchase and delivery of the Equipment Pack. The Equipment Pack Fee is not refundable. If we change

the composition of the items in the Equipment Pack, the Equipment Pack Fee will not change. The specific items in the Equipment Pack may vary, based on brand, size, number of items, or other factors. Franchisor may add items or delete items included in the Equipment Pack from time to time. We will provide notice to you of only significant and material changes in the Equipment Pack prior to your purchase.

D. Service Fee.

(1) During the Term, Franchisee must pay the monthly service fee described in **Item 13** of the **Summary Addendum** for the services provided by the Franchisor to the Franchisee in connection with this Agreement including (but not limited to) email administration, intranet, website administration and the use of certain software as required under this Agreement ("**Services**"). The Service Fees are due during the Term of this Agreement on the first day of each month for the previous month, or any other day Franchisor requires. Franchisor reserves the right to amend, alter or discontinue any of the Services, or designate a single provider of any of the Services (which may be Franchisor or its Affiliate), from time to time with or without to prior notice to the Franchisee.

(2) Franchisor reserves the right to increase the monthly service fee on January 1 of each year by an amount reasonably commensurate with Franchisor's costs or the amount charged to the Franchisor for the Services by third parties.

E. Non-Compliance Fee. If Franchisor determines that Franchisee has not complied with any of its obligations under this Agreement, including any failure to comply with any Standards set forth in the Manuals, then in order to recover damages the brand incurs and any other losses Franchisor suffers because of such non-compliance, Franchisor may send Franchisee a notice of such non-compliance and require Franchisee to pay Franchisor up to $2,000 per violation ("**Non-Compliance Fee**"). Franchisee will have ten (10) calendar days to correct all violations, which will run concurrently with any other cure period Franchisor may provide, before the Non-Compliance Fee must be paid. If the violation(s) is not corrected within the ten (10) day period, then the Non-Compliance Fee must be paid within ten (10) days after Franchisee receives notice of its failure to correct such violation(s). The Non-Compliance Fee applies to each notice of non-compliance that Franchisor provides Franchisee, even if Franchisee has received one or more previous notifications of such non-compliance, and whether or not the notification is for the same or a different instance of non-compliance. Franchisor reserves all other rights and remedies available to it, including but not limited to assessing the on-site evaluation fee and exercising its right to terminate this Agreement.

F. Electronic Funds Transfer. All fees owed under this Agreement must be paid by Franchisee to Franchisor via EFT, or any other means reasonably specified by Franchisor in writing. At Franchisor's request, Franchisee must execute Attachment C to this Agreement and all other documents necessary to permit Franchisor to withdraw funds from Franchisee's designated bank account by EFT in the amount of the fees set forth in this Agreement, including the Summary Addendum, at the time such amounts become due and payable under the terms of this Agreement. Any fee calculated by reference to Gross Sales will be based on the information obtained by Franchisor pursuant to Section 7.G. of this Agreement or the Gross Sales Report. If the Gross Sales Report has not been received within the time period required by this Agreement, then Franchisor may process an EFT for the subject month based on the most recent Gross Sales Report provided to Franchisor by Franchisee; provided, that if a Gross Sales Report for the subject month is subsequently received and reflects **(i)** that the actual amount of the fee due was more than the amount of the EFT, then Franchisor will be entitled to withdraw additional funds through EFT from Franchisee's designated bank account for the difference; or **(ii)** that the actual amount of the fee due was less than the amount of the EFT, then Franchisor will credit the excess amount to the payment of Franchisee's future obligations. Should any EFT not be honored by Franchisee's bank for any reason, Franchisee agrees that it will be responsible for that payment and any service charge. If any payments are not received when due, interest may be charged in accordance with Section 4.G. Upon written notice to Franchisee, Franchisor may designate another method of payment.

G. Past Due Amounts; Acceptance and Application of Payments.

(1) Any payment not actually received by Franchisor on or before the due date will be deemed overdue. Time is of the essence for all payments to be made by Franchisee to Franchisor. All unpaid obligations under this Agreement will bear interest from the date due until paid at the lesser of 18% percent per annum, or the maximum rate allowed by applicable law. No provision of this Agreement will require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law. If for any reason interest in excess of the maximum rate allowed by applicable law is deemed charged, required, or permitted, any such excess will be applied as a payment to reduce any other amounts which may be due and owing hereunder, and if no such amounts are due and owing hereunder, then such excess will be re-paid to the party making the payment.

(2) Acceptance by Franchisor of any payments due subsequent to the due date will not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee or the Principals of any terms, provisions, covenants, or conditions of this Agreement.

(3) Franchisor will have the right to apply any payment it receives from Franchisee to any amounts Franchisee owes Franchisor or its Affiliates under this Agreement or any other agreement between them, even if Franchisee has designated the payment for another purpose or account. Franchisor may accept any check or payment in any amount from Franchisee without prejudice to Franchisor's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying any check or payment or elsewhere will constitute or be considered as an accord or satisfaction.

(4) Franchisee will have no right to withhold any payments due Franchisor on account of Franchisor's breach or alleged breach of this Agreement, and no right to offset any amount due Franchisor against any obligation that Franchisor may owe to Franchisee.

5. FRANCHISOR'S OBLIGATIONS

Franchisor agrees to provide, or cause the following services to be provided:

A. Manuals. On loan, access to the Manuals, which may be provided electronically, via video, and/or via Internet or intranet access only.

B. Software Programs. For a reasonable fee, any Software Programs that Franchisor acquires or develops for use in the System; provided that Franchisor is under no obligation to develop or acquire such Software Programs.

C. Inspections. Inspections of the Studio and evaluations of the products sold and services rendered therein from time to time as reasonably determined by Franchisor.

D. Advertising. Administration of the Local Ad Fund, the Brand Fund, and/or advertising cooperatives in accordance with Section 8.

E. Operational Advice. Advice and written materials concerning techniques for managing and operating the Franchise Business, including new developments and improvements in System equipment and products and Standards.

F. Branded Products. From time to time, at Franchisor's sole option, and at a reasonable cost, certain merchandise that may contain the Marks, such as caps, t-shirts, sporting goods, equipment, and other System memorabilia; protein and nutritional supplements; and prepared meals ("**Branded Products**").

G. Approved Services. From time to time, at Franchisor's sole option, certain systems and programs relating to exercise training under the System.

H. Approved Suppliers. From time to time as Franchisor deems appropriate a list of approved suppliers.

I. Induction and Training. Conduct an induction seminar and provide an online, initial training program for Franchisee's Key Person, General Manager, and Studio Manager; and additional training programs in accordance with Section 6.H.

J. Remedial Training. Upon Franchisee's reasonable request, or if Franchisor determines it to be necessary during the Term of this Agreement, on-site remedial training; provided, that remedial training will be conducted subject to the availability of Franchisor's personnel, and provided further, that Franchisor may require Franchisee to pay the per diem fee then being charged for on-site remedial training, and pay or reimburse Franchisor for the expenses incurred by its representatives, including the costs of travel, lodging, meals, and wages.

6. FRANCHISEE'S AGREEMENTS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Continuing Obligations. Franchisee and its Principals make the following representations, warranties, and covenants and accept the following obligations. Such representations, warranties and covenants are continuing obligations, and Franchisee and its Principals acknowledge and agree that any failure to comply with them will constitute a material event of default under this Agreement. Franchisee will cooperate with Franchisor to verify compliance with the following representations, warranties and covenants.

B. General Principles of Conduct. As the owner of the Franchise Business, Franchisee alone is responsible for the day-to-day operation of the Franchise Business. Franchisee must take such steps as are necessary to ensure that Franchisee, and Franchisee's employees and other personnel that Franchisee hires, operate the business in a manner that promotes, protects, and preserves the brand and the Marks, which includes the following recommended minimum operational standards, which may be described further in the Manuals. Accordingly, Franchisee and its personnel should:

(1) conduct the Franchise Business in a manner which is reflective of the high standard and reputation of the brand;

(2) not make unwarranted or exaggerated claims regarding the Franchise Business to members or prospective members;

(3) ensure that all equipment used in the conduct of the Franchise Business is maintained in good working order and professionally presented;

(4) not promote, sell or display goods which have not been approved by the Franchisor in writing or sell or display goods prohibited by any Law or display goods in a manner that would infringe any Law;

(5) pay the Franchisor and all suppliers and other creditors within the time period specified by the Franchisor and those suppliers and creditors;

(6) comply with and ensure that all employees and independent contractors comply with all relevant Laws relating to the Franchise Business and any requirement of any Governmental Authority;

(7) exercise due care, skill, diligence and professionalism in the conduct of the Franchise Business; and

(8) not behave in a manner that is likely to bring the Franchisor, the Franchise, the System, the Marks or the F45 brand into disrepute or otherwise disparage the Franchisor, the Franchise, the System, the Marks or the F45 brand.

C. Organization. If Franchisee is a corporation, partnership, limited liability company, or other legal entity:

(1) Franchisee is duly organized and validly existing under the law of the state of its formation;

(2) Franchisee is duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification;

(3) Franchisee's corporate charter or written partnership or limited liability company agreement must at all times provide that the activities of Franchisee are confined exclusively to the operation of the Franchise Business;

(4) The execution of this Agreement and the performance of the transactions contemplated hereby are within Franchisee's corporate power, if Franchisee is a corporation, or if Franchisee is a partnership or a limited liability company, are permitted under Franchisee's written partnership or limited liability company agreement and have been duly authorized by Franchisee; and

(5) If Franchisee is a corporation, copies of Franchisee's articles of incorporation, bylaws, other governing documents, any amendments thereto, resolutions of the Board of Directors authorizing entry into and performance of this Agreement, and any certificates, buy-sell agreements, or other documents restricting the sale or transfer of stock of the corporation, and any other documents as may be reasonably required by Franchisor must have been furnished to Franchisor prior to the execution of this Agreement; or, if Franchisee is a partnership or limited liability company, copies of Franchisee's written partnership or limited liability company agreement, other governing documents and any amendments thereto must have been furnished to Franchisor prior to the execution of this Agreement, including evidence of consent or approval of the execution and performance of this Agreement by the requisite number or percentage of partners or members, as applicable, if such approval or consent is required by Franchisee's written partnership or limited liability company agreement.

D. Ownership.

(1) If Franchisee is a corporation, partnership, limited liability company, or other legal entity, the ownership interests in Franchisee are accurately and completely described in **Item 18** of the **Summary Addendum**. If Franchisee is a corporation, Franchisee will maintain at all times a current list of all owners of record and all beneficial owners of any class of voting securities in Franchisee or, if Franchisee is a partnership, limited liability company, or other form of legal entity, Franchisee must maintain at all times a current list of all owners of an interest in the partnership, limited liability company, or other entity. Franchisee must make its list of owners available to Franchisor upon request.

(2) If Franchisee is a corporation, Franchisee will maintain stop-transfer instructions against the transfer on its records of any of its equity securities and each stock certificate representing stock of the corporation will have conspicuously endorsed upon it a statement in a form satisfactory to Franchisor that it is held subject to all restrictions imposed upon assignments by this Agreement. If Franchisee is a partnership or limited liability company, its written partnership or limited liability company agreement must provide that ownership of an interest in the partnership or limited liability company is held subject to all restrictions imposed upon assignments by this Agreement.

(3) Franchisee's Principals who do not sign the Principals' Guaranty and Assumption Agreement attached as Attachment A, and other owners of Franchisee, must each execute the Confidentiality Agreement and Ancillary Covenants Not to Compete in the form of Attachment B to this Agreement. *[Note To Franchisee: This Document Is A Sample Form Only For Use With Your Managers And Employees With Access To Confidential Information. You May Use This Form Or Choose To Use Your Own Form Of Agreement, Provided That If You Use Your Own Form Of Agreement It Must Meet Our Standards And Specifications. If You Use This Form, You Should Consult With Your Attorney To Ensure*

That The Terms Of This Agreement Are Enforceable Within Your State And Make Any Necessary Modifications. In Some States, This Agreement May Only Be Enforceable To The Extent Permitted By State Law. Further, In Certain States, This Form Of Agreement (Including, But Not Limited To, The Non-Compete That Is Contained Therein) May Be Unlawful As Written, And Could Make You Liable To Pay Damages, Penalties And Other Compensation To Your Employees.]

(4) If, after the execution of this Agreement, any person ceases to qualify as one of Franchisee's Principals, or if any individual succeeds to or otherwise comes to occupy a position which, upon designation by Franchisor, would qualify him as one of Franchisee's Principals, Franchisee will notify Franchisor within ten (10) days after any such change and, upon designation of such person by Franchisor as one of Franchisee's Principals such person must execute all documents and instruments (including, as applicable, the Principals' Guaranty and Assumption Agreement) as Franchisor may require others in such positions to execute.

E. Financial Matters.

(1) Franchisee and, at Franchisor's request, each of the Principals shall have provided Franchisor with the most recent financial statements of Franchisee and such Principals. Such financial statements present fairly the financial position of Franchisee and each of the Principals, as applicable, at the dates indicated therein and, with respect to Franchisee, the results of its operations and its cash flow for the years then ended. Each of the financial statements are certified as true and correct and have been prepared in conformity with generally accepted accounting principles and, except as expressly described in the applicable notes, applied on a consistent basis. There are no material liabilities, adverse claims, commitments or obligations of any nature, whether accrued, unliquidated, absolute, contingent or otherwise, which are not reflected as liabilities on the financial statements.

(2) The Principals that Franchisor designates, including if Franchisee is an individual, Franchisee's spouse must jointly and severally guarantee the performance of Franchisee's obligations under this Agreement pursuant to the terms and conditions of the Principals' Guaranty and Assumption Agreement attached hereto as Attachment A, and otherwise bind themselves to the terms of this Agreement as stated herein. If Franchisee's spouse is not required to sign Attachment A, then Franchisee's spouse must sign the Confidentiality Agreement and Ancillary Covenants Not to Compete, Attachment B hereto. *[Note To Franchisee: This Document Is A Sample Form Only For Use With Your Managers And Employees With Access To Confidential Information. You May Use This Form Or Choose To Use Your Own Form Of Agreement, Provided That If You Use Your Own Form Of Agreement It Must Meet Our Standards And Specifications. If You Use This Form, You Should Consult With Your Attorney To Ensure That The Terms Of This Agreement Are Enforceable Within Your State And Make Any Necessary Modifications. In Some States, This Agreement May Only Be Enforceable To The Extent Permitted By State Law. Further, In Certain States, This Form Of Agreement (Including, But Not Limited To, The Non-Compete That Is Contained Therein) May Be Unlawful As Written, And Could Make You Liable To Pay Damages, Penalties And Other Compensation To Your Employees.]*

(3) Franchisee must provide Franchisor with any and all loan or other documents regarding the financing of the Franchise Business that Franchisor may request.

(4) Franchisee must maintain at all times during the Term of this Agreement sufficient working capital to fulfill its obligations under this Agreement.

F. Key Person; General Manager. Upon the execution of this Agreement, Franchisee will designate, and will retain at all times during the Term of this Agreement, an individual to serve as Franchisee's Key Person (the "**Key Person**") who is set forth in **Item 17** of the **Summary Addendum**. If Franchisee is an individual, Franchisee will perform all obligations of the Key Person.

(1) The Key Person must maintain a direct or indirect ownership interest of not less than 10% in Franchisee. Except as may otherwise be provided in this Agreement, the Key Person's interest in Franchisee must be and remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest, or purchase right or options. The Key Person for all Franchise Businesses operated by Franchisee and, if applicable, its Affiliates must be the same person. The Key Person must execute this Agreement as a Principal and will be individually, jointly and severally, bound by all obligations of Franchisee, the Key Person, and a Principal hereunder.

(2) Notwithstanding Section 6.F.(1), Franchisee may, at its option and subject to Franchisor's written consent, designate a General Manager to supervise the operation of Franchisee's Franchise Business; provided, that Franchisee and its Key Person will remain fully responsible for General Manager's performance. The General Manager for all F45 Studios operated by Franchisee and, if applicable, its Affiliates, must be the same person. The General Manager must execute the Confidentiality Agreement and Ancillary Covenants Not to Compete attached as Attachment B to this Agreement. *[Note To Franchisee: This Document Is A Sample Form Only For Use With Your Managers And Employees With Access To Confidential Information. You May Use This Form Or Choose To Use Your Own Form Of Agreement, Provided That If You Use Your Own Form Of Agreement It Must Meet Our Standards And Specifications. If You Use This Form, You Should Consult With Your Attorney To Ensure That The Terms Of This Agreement Are Enforceable Within Your State And Make Any Necessary Modifications. In Some States, This Agreement May Only Be Enforceable To The Extent Permitted By State Law. Further, In Certain States, This Form Of Agreement (Including, But Not Limited To, The Non-Compete That Is Contained Therein) May Be Unlawful As Written, And Could Make You Liable To Pay Damages, Penalties And Other Compensation To Your Employees.]*

(3) Unless a General Manager is designated pursuant to Section 6.F.(2), Franchisee's Key Person must devote full time and best efforts to the supervision of the F45 Studio(s) operated by Franchisee and, without Franchisor's written consent, must not engage in any other business. The foregoing provision will not apply if a General Manager is designated, provided, the General Manager devotes his or her full time and best efforts to the supervision and operation of the Franchise Business conducted by Franchisee.

(4) The Key Person and any General Manager must meet Franchisor's qualifications, as set forth in this Agreement, the Manuals, or otherwise in writing and, without limitation, will be empowered with full authority to act for and on behalf of Franchisee.

Franchisee must promptly notify Franchisor if the Key Person cannot continue to serve in that capacity or no longer qualifies as such, and must take corrective action within thirty (30) days thereafter. During such thirty (30) day period, Franchisee must provide for interim management of its operations in accordance with this Agreement. Any failure to comply with this Section 6.F. will be a material breach of this Agreement.

G. Studio Manager and Other Required Personnel.

(1) Not later than twenty (20) days before the Opening Date, Franchisee must designate, and must retain at all times during the Term of this Agreement, at least one (1) Studio Manager. For the purpose of maintaining System Standards, Studio Manager must **(i)** meet Franchisor's qualifications, as set forth in this Agreement, the Manuals, or otherwise in writing; and **(ii)** devote full time and best efforts to the management and/or coordination of day-to-day operations of the Franchise Business.

(2) Franchisee will, during the Term of this Agreement, hire and maintain the number of trainers and other employees that Franchisor requires in order to maintain System Standards. Franchisee must maintain at least three (3) trainers (or such other number of trainers Franchisor reasonably requires) who have completed Franchisor's required training for such trainers.

(3) Franchisee is solely responsible for all employment decisions and functions related to the Studio, including hiring, firing, compensation, benefits, work hours, work rules, record-keeping, scheduling, supervision, and discipline of employees, notwithstanding any suggestions, advice, guidelines, programs or training that Franchisor may offer. Franchisee and its Key Person must comply with all federal, state and local laws and regulations regarding employment-related matters. Franchisee acknowledges and agrees that all personnel decisions will be made by Franchisee, without any influence or advice from Franchisor. Franchisee must take such steps as are necessary to ensure that its employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet any minimum standards that Franchisor may establish from time to time in the Manuals. To the extent that Franchisor may provide suggested or mandatory standards regarding the minimum number of employees, those standards are designed solely to meet the anticipated volume of business, preserve good customer relations, and to achieve the goals of the System. Further, it is the intention of the parties to this Agreement that Franchisor shall not be deemed a joint employer with Franchisee for any reason. If Franchisor incurs any cost, loss, or damage as a result of any actions or omissions of Franchisee or its employees, including any that relate to any party making a finding of any joint employer status, Franchisee will fully indemnify Franchisor for such loss.

H. Training.

(1) After the full execution of: (i) this Agreement, and (ii) a lease pursuant to Section 2.C., Franchisee (or Franchisee's Key Person if applicable) must attend Franchisor's informational induction seminar and pay the then-current attendance fee upon registration (currently, $1,000 for two attendees and $300 for each additional person who attends). Franchisee is responsible for paying the costs of travel, lodging, meals, and compensation for Franchisee and its attendees. As part of the induction, Franchisor will evaluate whether or not Franchisee's Key Person, General Manager, if applicable, and Studio Manager, has completed, to Franchisor's sole satisfaction, the required initial training described below and/or whether or not such persons must complete any additional training.

(2) At least thirty (30) days after the full execution of this Agreement, Franchisee's Key Person, General Manager, if applicable, and Studio Manager must successfully complete Franchisor's initial training program, all of which may be online. Any successor or replacement Key Person, General Manager, or Studio Manager must successfully complete Franchisor's management training program, all of which may be online, within a reasonable time after such persons are designated, and pay all related costs. If any Key Person, General Manager, or Studio Manager fails, in Franchisor's sole judgment, to satisfactorily complete Franchisor's training program, and Franchisee fails to cure such default within thirty (30) days following written notice from Franchisor, Franchisor may terminate this Agreement.

(3) Franchisee's Key Person, General Manager, if applicable, and Studio Manager, and any other personnel of Franchisee whom Franchisor may designate, must attend and complete any additional training and franchisee meetings or conferences that Franchisor may from time to time require and pay any fees assessed by Franchisor or a third party in connection with such training, meetings, and/or conferences. If such persons fail to attend any such training, meeting, and/or conferences, Franchisee must pay a non-attendance fee determined by Franchisor for such failure and such amount will be paid into the Brand Fund or will be used to pay for the marketing of Franchisee's Franchise Business, at Franchisor's sole option. Notwithstanding the foregoing, if Franchisee is required to pay a registration fee for such events, then Franchisee will be assessed the registration fee in addition to the non-attendance fee. Training and other meetings will be conducted at locations designated by Franchisor. Franchisee will be responsible for any and all expenses incurred in connection with any initial or additional training, including, without limitation, the costs of travel, lodging, meals, and wages incurred by Franchisee.

I. Legal Compliance. In addition to complying with its obligations under this Agreement, Franchisee must comply with all applicable federal, state, and local laws, rules, regulations, ordinances,

and orders. Such laws, rules, regulations, ordinances, and orders vary from jurisdiction to jurisdiction and may be amended or implemented or interpreted in a different manner from time to time. It is Franchisee's sole responsibility to apprise itself of the existence and requirements of all such laws, rules, regulations, ordinances, and orders and to adhere to them at all times during the Term of this Agreement.

J. Powers of Attorney. Franchisee hereby appoints Franchisor its true and lawful attorney-in-fact, with full power and authority to **(i)** assign to Franchisor upon the termination or expiration of this Agreement **(a)** all rights to the telephone numbers of the Franchise Business, any related business directory listings, and all rights to any Website listings or services, search engines or systems, and any other business listings related to the Franchise Business and **(b)** at Franchisor's option, Franchisee's interest in any lease for the premises of the Studio and any equipment used in the operation of the Studio; and **(ii)** obtain any and all returns and reports related to the Franchise Business that Franchisee files with any local, state, or federal taxing authority. Such powers of attorney will survive the expiration or termination of this Agreement, and Franchisee must execute such forms and documents as Franchisor deems necessary to appoint Franchisor its true and lawful attorney-in-fact with full power and authority for the foregoing purposes.

K. Competing Interests. Franchisee and/or its Affiliates and their Principals own and operate the businesses that are listed in **Item 16** of the **Summary Addendum**. Franchisor acknowledges that the continued ownership and operation of such businesses, as they are owned and operated on the Effective Date, will not be deemed to be a violation of the non-competition covenants set forth in Section 10.C.

L. Anti-Terrorism Laws. Without limiting the generality of Section 6.I., Franchisee certifies that neither Franchisee nor its owners, employees, or anyone associated with Franchisee is listed in the Annex to Executive Order 13224. (The Annex is available at http://www.ustreas.gov/offices/enforcement/ofac/.) Franchisee agrees not to hire or have any dealings with a person listed in the Annex. Franchisee certifies that it has no knowledge or information that, if generally known, would result in Franchisee, its owners, employees, or anyone associated with Franchisee being listed in the Annex to Executive Order 13224. Franchisee agrees to comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee certifies, represents, and warrants that none of its property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and its owners are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that Franchisee's indemnification responsibilities as provided in Section 15. of this Agreement pertain to Franchisee's obligations under this Section 6.L. Any misrepresentation by Franchisee under this Section or any violation of the Anti-Terrorism Laws by Franchisee, its owners, or employees will constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered into with Franchisor or one of Franchisor's Affiliates in accordance with the terms of Sections 17.C.(11) and 18. of this Agreement. As used herein, "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and any other requirements of any Governmental Authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

7. FRANCHISE BUSINESS OPERATIONS

A. Standards Compliance. Franchisee acknowledges the importance of maintaining uniformity among all of the Franchise Businesses and the importance of complying with all of Franchisor's Standards relating to the operation of the Franchise Business. To protect the reputation and goodwill of Franchisor and to maintain the high standards of operation under the Marks, Franchisee will conduct its business in accordance with the Manuals, other written directives which Franchisor may issue to Franchisee and modify from time to time, and any other manuals and materials created or approved for use in the operation of the Franchise Business. For the avoidance of doubt, and without limiting the foregoing or the requirements set forth in Section 7.E., Franchisee will not provide the following services or types of exercise or activities unless otherwise approved or required by Franchisor, in writing: Zumba®; karate/jiu jitsu/grappling; dance, spin, stretch, mixed martial arts (MMA); boxing; yoga; Olympic-style weightlifting; physiotherapy; life coaching; or therapeutic practices, including but not limited to massage, acupuncture, or meditation; or childcare. Franchisor reserves the right to modify the list of prohibited and required services and types of exercise at any time at Franchisor's sole option.

B. Maintenance of F45 Studio.

(1) Franchisee will maintain its F45 Studio in a high degree of sanitation and repair, and will make such additions, alterations, repairs, and replacements as may be required for that purpose, including, without limitation, such periodic repainting or replacement of signs, furnishings, decor, and equipment (including, but not limited to, point of sale or computer systems) as Franchisor may reasonably direct. Franchisee also will obtain, at Franchisee's cost and expense, any new or additional equipment, fixtures, supplies, and other products and materials which Franchisor may reasonably require for Franchisee to offer and sell new services or products from the F45 Studio or to provide such services or products by alternative means. Except as may be expressly provided in the Manuals, Franchisee will not make any alterations, improvements, or changes of any kind in design, equipment, signs, interior or exterior decor items, fixtures, or furnishings in or about the Studio without Franchisor's prior written approval.

(2) In connection with the requirements set forth above in Section 7.B.(1), at least two (2) times a year for every year of the Term of this Agreement, Franchisee will participate in online video inspections of the Studio (using means reasonably required by Franchisor). During the inspection, if Franchisor identifies any instances of Franchisee's non-compliance with the Standards, Franchisee must immediately correct such deficiencies within the time period specified by Franchisor. Franchisee's correction of such deficiencies will not limit any other rights Franchisor has under this Agreement, including without limitation assessing the non-compliance fee. Franchisor may also elect to conduct an on-site evaluation of Franchisee's Studio to determine compliance with the Standards and this Agreement. If Franchisee's Studio is not in compliance, Franchisor may charge Franchisee the on-site evaluation fee in addition to the non-compliance fee. Franchisor may increase the amount of the on-site evaluation fee as its costs to conduct such evaluations increase.

C. Upgrade of Studio. Upon Franchisor's request, Franchisee will make such improvements to the Studio to conform it to Franchisor's then-current Standards; except that Franchisee will not be required to make significant capital expenditures relating to the build-out or leasehold improvements of the Studio during the Term of this Agreement. Notwithstanding the foregoing, Franchisee will maintain the Studio as set forth in Section 7.B.(1) above. Franchisee may not remodel or make significant modifications to the Studio without Franchisor's prior written approval.

D. Sourcing.

(1) Franchisee will comply with all of Franchisor's Standards relating to the purchase of supplies, materials, fixtures, furnishings, equipment (including computer hardware and software), services, and other products used or offered for sale through the Franchise Business. If Franchisor has approved suppliers for any such item or service (including manufacturers, distributors, and other sources), Franchisee must obtain these items from those suppliers. Franchisor's approved suppliers are those who

continue to demonstrate the ability to meet Franchisor's then-current Standards relating to supplies, materials, fixtures, furnishings, equipment, services, and other products used or offered for sale through the Franchise Business and who possess adequate quality controls and capacity to supply Franchisee's needs and distribute promptly and reliably over an extended period of time; and who have been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier and who have not thereafter been disapproved by Franchisor. Franchisee acknowledges and agrees that **(a)** Franchisor may change the number of approved suppliers at any time and may designate itself, an Affiliate, or a third party as the exclusive source for any particular item; **(b)** Franchisor may designate itself as an approved supplier; and **(c)** Franchisor may profit from Franchisee's purchases from approved suppliers, and Franchisor and/or its Affiliates may receive payments, fees, commissions or reimbursements from such suppliers in respect of Franchisee's purchases. If Franchisee desires to purchase, lease, or use any products, services, or other items from an unapproved supplier, Franchisee must submit to Franchisor a written request for such approval, or must request the supplier itself to do so. Franchisee will not purchase or lease from any supplier until and unless such supplier has been approved in writing by Franchisor. Franchisor will have the right to require that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, either to Franchisor or to an independent laboratory designated by Franchisor for testing. A charge, not to exceed the cost of the inspection and of the test (including Franchisor's administrative costs attributable to both), will be paid by Franchisee or the supplier. Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then-current criteria. Nothing in the foregoing will be construed to require Franchisor to approve any particular supplier. Franchisee's failure to comply with the provisions of this Section 7.D. will be deemed a material breach under this Agreement.

(2) Without limiting the foregoing, Franchisee agrees that the terms and conditions set forth in the Equipment Pack Addendum, attached hereto, are fully incorporated into this Agreement.

(3) Franchisee further acknowledges and agrees that products, equipment, and technology are constantly changing, whether updated, improved, replaced, or discontinued. Consequently, such changes sometimes create transition and incompatibility challenges. By entering into this Agreement, Franchisee acknowledges the potential of such occurrences and assumes all risk associated therewith, which Franchisee acknowledges may affect its ability to order, receive, or sell products and/or offer services for a period of time and further acknowledges that Franchisor is not responsible for any damages caused by such issues or occurrences, including lost sales or profits.

E. Operational Requirements. Franchisee acknowledges and agrees that maintaining uniformity among all Franchise Businesses is important. Franchisee further acknowledges and agrees that local conditions or other special circumstances may warrant a deviation from the Standards, and Franchisor may, at Franchisor's sole option, allow such deviation. Notwithstanding the foregoing, Franchisee must operate the Franchise Business in strict conformity with Franchisor's Standards as set forth in the Manuals and as from time to time otherwise prescribed in writing. Without limitation of the foregoing, Franchisee will:

(1) Sell or offer for sale, and display, all Branded Products and other products required by Franchisor, which requirement Franchisor may modify at Franchisor's sole option. Franchisor reserves the right to require Franchisee to purchase and sell minimum quantities and/or dollar amounts of Branded Products and to purchase such Branded Products as frequently as Franchisor requires. These minimum quantities are based on Franchisor's reasonable assessment of the quantities that are necessary to service customers in accordance with brand standards, and are not a suggestion or representation of a specific level or range of actual or potential sales, income, gross profits, or net profits that the Franchise Business will attain.

(2) Sell and offer for sale the Approved Services and other services required by

Franchisor, which requirements Franchisor may modify in its sole discretion.

(3) Sell and offer for sale only the products and services that have been expressly approved for sale in writing by Franchisor; to discontinue selling and offering for sale any products or services which Franchisor may, in its sole discretion, disapprove in writing at any time; and to refrain from deviating from Franchisor's Standards without Franchisor's prior written consent. Franchisor has the absolute right to remove all unapproved products, goods, and materials from Franchisee's Studio.

(4) Maintain in sufficient supply and to use and sell at all times only such products, materials, and supplies that conform to Franchisor's Standards; to conduct all Studio programs in accordance with Franchisor's procedures contained in the Manuals or other written directives, including, but not limited to, using the brand and/or type of Studio products required by Franchisor and to refrain from deviating from Franchisor's Standards by the use or offer of non-conforming products or services, without Franchisor's prior written consent. Franchisee must purchase: (1) at least $1,500 (not including shipping, taxes, and duties (if any)) of Branded Products from Franchisor every three months during the Term of this Agreement; (2) at least 100 LionHeart heart rate monitors each year of the Term of this Agreement, starting the second year following the Opening Date of the Studio (the first year's supply is included in the Equipment Pack); and (3) $3,000 worth of protein and nutritional supplements at least 30 days before the Opening Date of the Studio and maintain the amount of inventory of these items required by Franchisor, which will be a reasonable amount. Franchisor may change these minimum purchase requirements at any time during the Term of this Agreement.

(5) Permit Franchisor or its agents, at any reasonable time, to remove samples of Studio products from the Studio, if applicable, without payment, in amounts reasonably necessary for testing by Franchisor or an independent laboratory to determine whether such samples meet Franchisor's then-current Standards. In addition to any other remedies it may have under this Agreement, Franchisor may require Franchisee to bear the cost of such testing if the supplier of the product has not previously been approved by Franchisor or if the sample fails to conform with Franchisor's specifications.

(6) Purchase or lease and install, at Franchisee's expense, all fixtures, furnishings, equipment (including computer systems and body scanners), decor items, signs, and related items that Franchisor may reasonably direct from time to time in the Manuals or otherwise in writing; and to refrain from installing or permitting to be installed on or about the Studio premises, without Franchisor's prior written consent, any fixtures, furnishings, equipment, decor items, signs, or other items not previously approved as meeting Franchisor's Standards, as set forth in the Manuals.

(7) Grant Franchisor and its agents the right to enter the Studio at any time for the purpose of conducting inspections; to cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Agreement, to take such steps as may be necessary to correct promptly any deficiencies detected during an inspection for the purpose of protecting System Standards. Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time, as determined by Franchisor, Franchisor will have the right and authority (without, however, any obligation to do so) to correct such deficiencies and charge Franchisee a reasonable fee for Franchisor's expenses in so taking the corrective action (including, without limitation, any necessary re-inspection). Any such fee is payable by Franchisee immediately upon demand. Further, if Franchisor conducts an on-site evaluation of the Studio to determine compliance with this Agreement, Franchisee must pay Franchisor the on-site evaluation fee described in Section 7.B.(2).

(8) Ensure that only properly trained instructors instruct, supervise, and/or teach the F45 training methods, classes, and programs to Members.

(9) In relation to classes conducted on Saturdays: **(i)** Franchisor reserves the right to require that Franchisee engage the services of a disc jockey (DJ), at Franchisee's sole cost, to perform at

the Studio for the duration of the classes on that day; or **(ii)** if Franchisor requires a DJ, and if Franchisee fails to engage a DJ as required hereunder, Franchisor may engage the services of a DJ, and Franchisee is required to pay Franchisor the cost of the DJ's services monthly, in advance.

(10) To preserve and protect the brand and Marks, Franchisee must take such steps as are necessary to ensure that Franchisee's employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet any minimum operational standards that Franchisor may establish from time to time in the Manuals. To the extent that Franchisor may provide suggested or mandatory standards regarding the minimum number of employees, suggested hours of operation, or similar recommendations, Franchisor will provide such guidance through the Manuals or other written materials, telephone conversations and/or virtual or in-person meetings. Any such operating standards are designed solely to meet the anticipated volume of business, preserve excellent customer relations, and protect and promote brand and System. By offering such advice or assistance, it does not mean that Franchisor is Franchisee's employer, or the employer of Franchisee's employees, and it is the intention of the parties to this Agreement that Franchisor shall not be deemed a joint employer with Franchisee for any reason. If Franchisor incurs ay any claims, damages, judgments, liabilities, or losses as a result of any actions or omissions of Franchisee or Franchisee's employees, including any that relate to any party making a finding of any joint employer status, Franchisee will fully indemnify Franchisor for such loss.

F. Membership, Fees, Pricing, and Payments.

(1) Franchisee may charge Membership Fees in amounts determined by Franchisee, however, Franchisor reserves the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the amount of the Membership Fees and the prices that Franchisee may charge for other products or services.

(2) Franchisee will comply with Franchisor's requirements regarding types of payment Franchisee accepts from Members. Franchisee will not participate in or accept payment from Members or other individuals who participate in, Non-affiliated Promotions or Non-affiliated Booking Systems. "**Non-affiliated Promotions**" means any promotion, offer, discount, passport, or other system or program available to Members and other individuals that is not approved by Franchisor and that is offered by, or is accessible through, a third party; or, the use of or participation in such promotion results in a payment by a third party to Franchisee. Non-affiliated Promotions include, but are not limited to: **(i)** "Body Pass" or any similar service; **(ii)** any system or promotion which allows a person to attend training sessions at multiple Franchise Business Locations, whether or not it is offered by a third party; or **(iii)** any system which allows a person to attend a one-time training session at any Franchise Business Location, whether bundled with other fitness companies or not. "**Non-affiliated Booking Systems**" means any booking or scheduling system not approved by Franchisor by which Members can register to participate in Franchise Business training sessions or other classes. Notwithstanding the foregoing, Franchisor reserves the right to create and require Franchisee to participate in cross-membership programs in the future such that members of other studios may use Franchisee's Studio and vice versa, and Franchisee hereby agrees to participate in such programs if and as required by Franchisor.

(3) Franchisee acknowledges and agrees that protection of customer privacy and credit card information is necessary to protect the goodwill of businesses operating under the Marks and the System. Accordingly, Franchisee agrees that it will cause its Franchise Business to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Data Security Standards council, or its successor, and other regulations and industry standards applicable to the protection of customer privacy and credit card information, including but not limited to the Fair and Accurate Credit Transaction Act and all other successor or additional laws, and all other data security requirements Franchisor prescribes. Franchisee is solely responsible for educating itself as to these regulations and standards and for achieving and maintaining applicable compliance certifications.

G. Computer Systems.

(1) Franchisee must install, maintain, and upgrade the computer hardware, software, and peripheral equipment Franchisor requires for the operation of the Franchise Business, including without limitation the operation of F45 TV (described below), and must follow the procedures related thereto that Franchisor specifies in the Manuals or otherwise in writing. Franchisee must purchase all other technology-related items Franchisor requires, including but not limited to, Internet telecommunications systems, data cabling, and sound and surveillance equipment. All bookings and sales for Franchisee's studio must be completed online via MindBody, or other Approved Supplier Franchisor may identify from time to time. Among other things, Franchisor may require Franchisee to install and maintain systems that permit Franchisor to independently access and retrieve electronically surveillance images and video and any information stored in Franchisee's computer systems, including, without limitation, information concerning Gross Sales, at the times and in the manner that Franchisor may specify from time to time. The purpose of such access is to enable Franchisor to conduct inspections of Franchisee's use of the System and the Marks and to enforce brand standards, and not to monitor the Franchisee's day-to-day-operations. As the owner of the Franchise Business, Franchisee is solely responsible for the day-to-day operation of the Franchise Business. Franchisor also may require Franchisee to enter into software license agreements in the form that Franchisor requires for software Franchisor develops or acquires for use in the System. All information contained in and collected by any such computer program (including, but not limited to, information pertaining to Members of the Franchise Business) will be the sole and exclusive property of Franchisor.

(2) Without limiting the foregoing, Franchisee acknowledges and agrees that Franchisor has the sole right to determine the content, display, and functionality of the hardware and software systems comprising the integrated workout delivery system known as "**F45 TV**." Franchisor may, at its sole discretion, conduct any advertising, promotions, or marketing campaigns on F45 TV for any products or services, including without limitation, advertising for the sale of F45franchises.

H. Internet Website. Franchisee must have and maintain adequate hardware and software in order to access the Internet at the bit speed required by Franchisor from time to time. Franchisee must not establish any Website or other listing on the Internet, or provide or sell any services or Branded Products via the Internet, except as provided herein. For the avoidance of doubt, the "Internet" does not include the metaverse, and Franchisor reserves, maintains, and controls all rights with respect to said metaverse.

(1) Franchisor has established, or may establish, an Internet Website that provides information about the System and the products and services offered by the Franchise Business. Franchisor has sole discretion and control over the Website (including timing, design, contents, and continuation). Franchisor may use part of the Brand Fund monies it collects under this Agreement to pay or reimburse the costs associated with the development, maintenance, and update of the Website.

(2) Franchisor will include at the Website an interior page containing information about Franchisee's Franchise Business ("**Franchisee's Webpage**"), which Franchisor may require Franchisee to prepare (or pay Franchisor or a third party to prepare) all or a portion of Franchisee's Webpage, at Franchisee's expense, using a template that Franchisor provides. All such information will be subject to Franchisor's approval prior to posting. Franchisee may offer and sell Franchise Business products and services which Franchisor has approved in writing only through Franchisee's Webpage solely in accordance with Franchisor's Standards as set forth in the Manual. Franchisee will cease offering or selling Franchise Business products and services through Franchisee's Webpage, or otherwise through the Internet, immediately upon written notice from Franchisor, which notice Franchisor may provide at any time and for any or no reason. Franchisee's failure to comply with Franchisor's Standards related to offering and selling Franchise Business products and services through Franchisee's Webpage will be an event of default for which Franchisor may terminate under Section 17.D.(7).

(3) Franchisor also will have the sole right (but no obligation) to develop an Intranet through which Franchisor and its franchisees can communicate by e-mail or similar electronic means. If Franchisor develops such an Intranet, Franchisee agrees to use the facilities of the Intranet in strict compliance with Franchisor's Standards as set forth in the Manual (including, without limitation, standards, protocols and restrictions relating to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory, or defamatory statements).

(4) Franchisor has the right to impose, and Franchisee agrees to pay, Franchisor, its Affiliates, or a third party an amount Franchisor requires for costs and fees to support the systems, platforms, and communications described in Sections 7.G. and H., the amounts of which may be increased each year by an amount commensurate with Franchisor's costs or the amount charged by third parties.

I. Customer Complaints; Crisis Management Events.

(1) Franchisee must process and handle all consumer complaints connected with or relating to the Franchise Business and must promptly notify Franchisor of all: **(i)** safety or health violations, **(ii)** claims exceeding $1,000, and **(iii)** any other material claims against or losses suffered by Franchisee. Franchisee must maintain any communications with governmental authorities affecting the Franchise Business during the Term of this Agreement and for one year after the expiration or earlier termination hereof.

(2) Upon the occurrence of a Crisis Management Event, Franchisee agrees to immediately inform Franchisor of such event and to cooperate fully with Franchisor and with the appropriate authorities with respect to the investigation of the Crisis Management Event. In an effort to mitigate possible damages to the Marks and the System, Franchisee must cooperate fully with Franchisor with respect to managing statements and other responses to the Crisis Management Event. "**Crisis Management Event**" means any event that occurs at or about the Franchise Business premises or in connection with the operation of the Franchise Business that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, data breaches, real or threatened, or any other circumstance which may materially and adversely affect the System or the goodwill symbolized by the Marks.

J. Member Database. Franchisee will collect and maintain, in accordance with Section 7.F.(3), Member information and will submit such information to Franchisor, as required by the Manuals. Franchisee acknowledges and agrees that Franchisor is the sole owner of all right, title, and interest in and to all Member information and lists regarding all past and present Members of the Franchise Business (collectively, "**Member Information**"). Franchisor hereby licenses to Franchisee the right to use the Member Information for the Term of this Agreement and in compliance with the requirements set forth in the Manuals. Franchisee acknowledges and agrees that Franchisor may use the Member Information in perpetuity for any purpose whatsoever without compensation to Franchisee.

K. Data Privacy. Franchisee 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. Franchisee must notify Franchisor of any suspected data breach at or in connection with, or with the operation of, the Studio. Franchisee is responsible for any financial losses its incurs or remedial action that it must take as a result of breach of security or unauthorized access to Member Information in Franchisee's control or possession.

L. Franchise Services. We offer certain build-out and opening services to franchisees. These services are included in the Establishment Fee. We will provide the following services to assist with Studio development and lead generation:

(1) New Studio Project Management. New Studio Project Management services will be provided by us and/or our preferred external vendors. Services may range from project coaching with internal subject experts to full service, third party retail project management, which may include, but not be limited to site due diligence/survey, architectural design and engineering, production of construction drawings, construction budget and bidding, pre-construction management, construction management, contract and vendor management, equipment logistics, and project closeout. Appropriate level of required services and service provider(s) shall be based upon Studio location, property type, lease language, and requisite experience of the franchisee.

(2) Such other services as Franchisor may designated in the future.

8. ADVERTISING AND RELATED FEES

A. Promotional Programs.

(1) Franchisee must participate in, and comply with the requirements of, any gift card, gift certificate, customer loyalty or retention, or special promotional program that Franchisor implements for all or part of the F45 franchise system and must sign the forms, pay the costs and fees associated with the programs, and take any and all other action that Franchisor requires in order for Franchisee to participate in such programs. Such promotional programs may require Franchisee to offer a limited number of free memberships each year to those persons Franchisor selects, in Franchisor's sole discretion.

(2) In addition to the programs described in Section 8.A.(1), Franchisor may, from time to time, in its sole discretion, develop and administer advertising and sales promotion programs designed to promote all Franchise Businesses operating under the System. Franchisee will participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor. The Standards established by Franchisor for such programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, will be final and binding upon Franchisee.

(3) If, at any time during the Term of this Agreement, but not before the end of the twelve (12) month period following the Opening Date of the Studio, Franchisee's Gross Sales are not at least 80% of the annual, average gross sales of all F45 franchisees that have operated their studios for at least twelve (12) months, then Franchisor may require Franchisee to participate in a special promotional program(s) that Franchisor implements, and Franchisee must pay the costs and fees associated with such program(s).

B. Marketing Fee. Franchisee must pay Franchisor the Marketing Fee in the amount set out in **Item 11** of the **Summary Addendum** to this Agreement. The Marketing Fee must be paid by Franchisee to Franchisor via EFT (as set forth in Section 4.F. of this Agreement), or any other means reasonably specified by Franchisor. Marketing Fee payments will be payable on the Opening Date of your Studio and the first day of each subsequent calendar month, or any other day Franchisor requires, provided such day is a Business Day. If the date on which a Marketing Fee payment would otherwise be due is not a Business Day, then payment will be due on the next Business Day. Franchisor will use the Marketing Fee amounts you pay to Franchisor to pay for local advertising for your Franchise Business.

C. Local Advertising Expenditure. If Franchisor communicates in writing to the Franchisee that the Franchisee is not required to pay the Marketing Fee directly to the Franchisor to perform local advertising for your Franchise Business, then Franchisee shall spend the amount set out in **Item 11** of the **Summary Addendum** on local advertising for Franchisee's Franchise Business in the local market area, which is the same as the Protected Area; or Franchisee may elect to spend more on local advertising that is required in the Summary Addendum (amount of local market expenditures, whether instead of, or as a

supplement to, the Marketing Fee, "**Local Advertising Expenditures**"). Franchisor reserves the right to reinstate the Marketing Fee at any time during the Term upon five (5) days notice to the Franchisee. All Local Advertising Expenditures will be made directly by Franchisee, subject to Franchisor's prior approval and direction, using advertising and marketing materials prepared or pre-approved by Franchisor. All local advertising and promotions must follow Franchisor's guidelines. If the Marketing Fee requirement is waived, then, if so required by Franchisor, Franchisee must provide Franchisor with Franchisee's Local Advertising Expenditure report in the form and when required by Franchisor, accurately reflecting Franchisee's Local Advertising Expenditures for the required time period. Expenditures incurred for any of the following may not be included in Local Advertising Expenditures for purposes of this Section 8.C., unless Franchisor first approves them in writing:

(1) Incentive programs for Franchisee's employees or agents, including the cost of honoring any discounts or coupons, and salaries and expenses of any of Franchisee's employees;

(2) Non-media costs incurred in any promotion;

(3) Charitable, political, or other contributions or donations;

(4) In-Studio fixtures, equipment, or Branded Products or other products for resale;

(5) The cost of business directory listings; and

(6) Grand Opening Expenditures incurred pursuant to Sections 8.F. or 4.B.

D. Cooperatives. Franchisor has the right to designate any geographic area in which two (2) or more company-owned or franchised F45 Studios are located as a region for purposes of establishing an advertising Cooperative. Each Cooperative will be organized and governed as, and will begin operation on a date, Franchisor determines. Cooperatives will be organized for the exclusive purpose of administering advertising programs and developing promotional materials for local advertising and will be operated solely as a conduit for the collection and expenditure of advertising contributions. If a Cooperative is established for a geographic area that includes the Protected Area, Franchisee must execute the Cooperative documents promptly upon Franchisor's request and participate as a member of the Cooperative. Among other things, this means that **(i)** Franchisee must submit to the Cooperative and to Franchisor all statements and reports that Franchisor or the Cooperative may require, and **(ii)** Franchisee must contribute to the Cooperative the amounts required by the Cooperative's governing documents; provided, that Franchisee's Cooperative contribution will be applied toward satisfaction of its local advertising requirement under Section 8.B and 8.C. Each Cooperative shall be organized (including but not limited to bylaws and other organic documents) and governed in a form and manner, and shall commence operations on a date, approved in advance by Franchisor in writing. Unless otherwise specified by Franchisor, the activities and accounting practices carried on by each Cooperative shall be decided by a majority vote of its members. Any company-owned Studios in the region shall have the same voting rights as those owned by its franchisees. Each Studio owner shall be entitled to cast one (1) vote for each Studio owned. Each Cooperative shall be organized for the exclusive purpose of administering regional advertising programs and developing, subject to Franchisor's approval, standardized promotional materials for use by the members in local advertising and promotion. No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without the prior approval of Franchisor. Franchisee shall submit its required contribution to the Cooperative at the time designated by the Cooperative, subject to Franchisor's approval, together with such statements or reports as may be required by Franchisor or by the Cooperative with Franchisor's prior written approval. If so requested by Franchisor in writing, Franchisee shall submit its payments and reports to the Cooperative directly to Franchisor for distribution to the Cooperative. Although once established, each Cooperative is intended to be of perpetual duration, Franchisor maintains the right to terminate, dissolve, or merge any Cooperative. A Cooperative shall not be terminated, however, until all monies in that Cooperative have been expended for advertising and/or promotional purposes.

E. Brand Fund. Franchisor reserves the right to establish a Brand Fund to promote, market and otherwise develop the System, Marks and the F45 brand. Once instituted, Franchisee must contribute to the Brand Fund the amount set out in **Item 12** of the **Summary Addendum** to this Agreement, at the time and in the manner that royalty fee payments are due under Section 4.B. The following actions will apply to the administration and management of the Brand Fund:

(1) In the event the Brand Fund is used for advertising and marketing purposes, Franchisor or its designee will direct all advertising production programs and will have sole discretion to approve or disapprove the creative concepts, materials, and media used in such programs.

(2) Franchisor or its Affiliates may, but are not required to, contribute to the Brand Fund generally on the same basis as franchisees for any Franchise Business they operate.

(3) Franchisor will prepare an unaudited, annual statement of the Brand Fund's operations and will make it available to Franchisee upon request. In administering the Brand Fund, Franchisor undertakes no obligation to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution or to ensure that any particular franchisee benefits directly or *pro rata*.

(4) Although the Brand Fund is intended to be of perpetual duration, Franchisor may terminate it. Franchisor will not terminate the Brand Fund, however, until all monies in the Brand Fund have been spent, without interest.

F. Grand Opening and Pre-Opening Marketing. Beginning one hundred twenty (120) days before the Opening Date and continuing through thirty (30) days after the Opening Date, Franchisee must carry out a grand opening promotion for the Franchise Business in accordance with Franchisor's Standards, including, without limitation, those related to the type and size of the grand opening promotion. Franchisee must pay for all grand opening marketing and promotional activities Franchisor requires. Franchisee must obtain Franchisor's approval of all advertising items, methods, and media Franchisee uses in connection with grand opening promotions in accordance with Section 8.G. Amounts paid for the initial grand opening promotion will not be credited toward any other obligation of Franchisee under this Section 8.

(1) Franchisee must spend the amount set forth in **Item 10** of the **Summary Addendum** towards grand opening marketing of the Franchise Business ("**Grand Opening Expenditures**"). Grand Opening Expenditures must be spent in accordance with a budget that has been prepared by Franchisee and approved by Franchisor, or as otherwise recommended by Franchisor. If Franchisor requires, Franchisee must pay part or all of the Grand Opening Expenditures to Franchisor or a third party at the times specified in **Item 10** of the **Summary Addendum**. If Franchisor requires Franchisee to pay it or third parties all or part of the Grand Opening Expenditures, then Franchisor or the required third party will conduct grand opening promotions on Franchisee's behalf.

(2) Before Franchisor grants Franchisee permission to open the Studio to the public, Franchisee must conduct a soft opening of the Franchise Business whereby: **(i)** Franchisee operates the Franchise Business for a period determined by Franchisor; **(ii)** classes are offered only to friends and family of Franchisee or its Principal(s); **(iii)** classes are not made available to the general public.

(3) Before Franchisor grants Franchisee permission to open the Franchise Business to the public, Franchisee must have pre-sold at least the minimum number of paid memberships Franchisor recommends with respect to the Franchise Business, with the intent and effect that such pre-sold memberships will commence immediately on the Opening Date of the Studio ("**Foundation Memberships**"). This minimum number of Foundation Memberships is based on Franchisor's brand standards, including Franchisor's recommendation regarding the appearance of the Studio's volume of business upon opening, and is not a suggestion or representation of a specific level or range of actual or potential sales, income, gross profits, or net profits that the Franchise Business will attain.

G. Advertising Approvals. All advertising and promotion by Franchisee in any medium must be conducted in a dignified manner and must conform to Franchisor's Standards. Franchisee must obtain all advertising and marketing materials used for the Franchise Business from a supplier approved by Franchisor. Franchisor reserves the right to require Franchisee to submit advertising materials to Franchisor for review and confirmation that such materials comply with Franchisor's Standards. Franchisor may also require Franchisee to include in Franchisee's advertising or promotional materials a reference to the fact that franchises for the Franchise Business are available.

H. Social Media Accounts. Franchisee acknowledges and agrees that Franchisor will establish, on behalf of Franchisee, social media accounts for the Franchise Business (e.g. Facebook and Instagram) ("**Social Media Accounts**"). Franchisor will select such Social Media Accounts in its sole discretion. Franchisor hereby grants Franchisee permission to operate such Social Media Accounts during the Term of this Agreement in accordance with the Manuals. Without limiting the foregoing, Franchisee further acknowledges and agrees that: **(i)** Franchisor is the owner of the Social Media Accounts; **(ii)** if directed by Franchisor, Franchisee will immediately remove any content posted on the Social Media Accounts; **(iii)** Franchisee will not post or promote any brands, products, or services not approved in advance by Franchisor in writing; **(iv)** Franchisee will not seek to establish any other social media account, Website, blog, channel, or any other ecommerce site or account in connection with the Franchise Business, without Franchisor's prior written consent.

9. MARKS

A. Right to Use the Marks. Franchisor grants Franchisee the right to use the Marks during the Term of this Agreement in accordance with this Agreement and Franchisor's Standards.

B. Agreements Regarding the Marks. Franchisee expressly acknowledges that:

(1) As between Franchisor and Franchisee, Franchisor is the owner of all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by them.

(2) Neither Franchisee nor any Principal must take any action that would prejudice or interfere with the rights of Franchisor or its Affiliates in and to the Marks. Nothing in this Agreement gives Franchisee any right, title, or interest in or to any of the Marks, except the right to use the Marks in accordance with the terms and conditions of this Agreement.

(3) Any and all goodwill arising from Franchisee's use of the Marks will inure solely and exclusively to the benefit of Franchisor or its Affiliates, and upon expiration or termination of this Agreement and the license granted herein, no monetary amount will be attributable to any goodwill associated with Franchisee's use of the Marks.

(4) Franchisee will not contest, or assist others to contest, the validity, or the interest, of Franchisor or its Affiliates in the Marks.

(5) Any unauthorized use of the Marks will constitute an infringement of Franchisor's or its Affiliates' rights in the Marks and a material event of default under this Agreement. Franchisee must provide Franchisor with all assignments, affidavits, documents, information, and assistance relating to the Marks that Franchisor or its Affiliates reasonably request, including all such instruments necessary to register, maintain, enforce, and fully vest the rights of Franchisor or its Affiliates in the Marks.

(6) Franchisor has the right to substitute different trade names, trademarks, service marks, logos, and commercial symbols for the current Marks to use in identifying the System and the F45 Franchise Businesses operating under the System if the current Marks no longer can be used, or if Franchisor, in its sole discretion, determines that substitution of different marks will be beneficial to the

System. In such event, Franchisor may require Franchisee, at Franchisee's expense, to discontinue or modify Franchisee's use of any of the Marks or to use one or more additional or substitute marks.

C. Use of the Marks. Franchisee further agrees that Franchisee will:

(1) Operate and advertise the Franchise Business only under the name set forth in **Item 3** of the **Summary Addendum**, without prefix or suffix, unless otherwise authorized or required by Franchisor. Franchisee will not use the Marks as part of its corporate or other legal name.

(2) Identify itself as the owner of the Franchise Business in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts, and contracts, and will display a notice in such content and form and at such conspicuous locations on the premises of the Franchise Business as Franchisor may designate in writing.

(3) Not use the Marks to incur any obligation or indebtedness on behalf of Franchisor.

(4) Comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and execute any documents deemed necessary by Franchisor or its counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

(5) Franchisee will not use the Marks or any abbreviation or other name associated with Franchisor or the System as part of the Franchisee's corporate name as well as any e-mail address, domain name, or other identification of Franchisee in any electronic medium. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Franchisor's written consent as to the content of such e-mail advertisements or solicitations as well as Franchisee's plan for transmitting such advertisements. In addition, Franchisee will be solely responsible for compliance with any laws pertaining to sending e-mails including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act of 2003).

D. Infringement. Franchisee must notify Franchisor immediately of any apparent infringement of or challenge to Franchisee's use of any Mark and of any claim by any person of any rights in any Mark. Franchisee and the Principals must not communicate with any person other than Franchisor, its Affiliates, their counsel, and Franchisee's counsel in connection with any such apparent infringement, challenge, or claim. Franchisor will have complete discretion to take any action it deems appropriate in connection with any infringement of, or challenge or claim to, any Mark and the right to control exclusively, or to delegate control of, any settlement, litigation, Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Mark. Franchisee agrees to execute all such instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any Affiliate in the Marks.

E. Domain Names. Franchisee acknowledges that Franchisor is the lawful, rightful, and sole owner of the Internet domain name *www.f45training.com*, and any other Internet domain names registered by Franchisor, and unconditionally disclaims any ownership interest in those or any colorably similar Internet domain name. Franchisee agrees not to register any Internet domain name in any class or category that contains words used in or similar to any brand name owned by Franchisor or its Affiliates or any abbreviation, acronym, phonetic variation, or visual variation of those words.

10. CONFIDENTIALITY AND NONCOMPETITION COVENANTS

A. Manuals. The Manuals are Franchisor's property, and Franchisee must not keep any copies whether electronic, digital, paper, or otherwise once this Agreement expires or is terminated for any reason. Franchisee and the Principals must, at all times, treat the Manuals, and the information contained therein,

as confidential and must maintain such information as secret and confidential in accordance with this Section 10. Franchisee and the Principals must not at any time copy, duplicate, record, or otherwise reproduce the Manuals, in whole or in part, or otherwise make the same available to any unauthorized person. Franchisee must make the Manuals available only to those of Franchisee's employees who must have access to them in order to operate the Franchise Business. Franchisee must, at all times, keep and maintain secured access to the Manuals. Franchisor has the right to add to or modify the Manuals from time to time to, among other reasons, change operating procedures, maintain the goodwill associated with the Marks, and enable the System to remain competitive. Franchisee must comply with the terms of all additions and modifications to the Manuals and keep the Manuals current. If there is a dispute about the contents of the Manuals, the terms of the master copy at Franchisor's offices will control. The entire contents of the Manuals, and Franchisor's mandatory specifications, procedures, and rules prescribed from time to time, will constitute provisions of this Agreement as if they were set forth herein.

B. Confidentiality. Neither Franchisee nor any Principal will, during the Term of this Agreement and thereafter, communicate, divulge, or use for the benefit of any other person or entity and, following the expiration or termination of this Agreement, will not use for their own benefit, any Confidential Information, knowledge, or know-how concerning the methods of operation of the franchised business which may be communicated to them, or of which they may be apprised, in connection with the operation of the Franchise Business under the terms of this Agreement. Franchisee and the Principals must divulge such Confidential Information only to those of Franchisee's employees who must have access to it in order to operate the Franchise Business. Neither Franchisee nor the Principals will at any time, without Franchisor's prior written consent, copy, duplicate, record, or otherwise reproduce such Confidential Information, in whole or in part, nor otherwise make the same available to any unauthorized person.

(1) These covenants will survive the expiration, termination, or transfer of this Agreement or any interest herein and will be perpetually binding upon Franchisee and each of the Principals.

(2) Franchisee must require and obtain the execution of covenants similar to those set forth in this Section 10.B. from all Principals not signing the Principals' Guaranty and Assumption Agreement, from all General Managers, and, at Franchisor's request, any other personnel of Franchisee who have access to Confidential Information.

(3) Notwithstanding anything in this Agreement to the contrary, Franchisee and Franchisee's Principals, may, in accordance with any applicable law including the federal Defend Trade Secrets Act, disclose Confidential Information, including Franchisor's trade secrets, (a) in confidence, to federal, state, or local government officials, or to an attorney of Franchisee, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law.

C. Noncompetition Covenants. Franchisee and the Principals specifically acknowledge that, pursuant to this Agreement, they will receive access to valuable training, trade secrets and Confidential Information which are beyond their present skills and experience, including, without limitation, information regarding operational, sales, promotional and marketing methods and techniques of the System. Franchisee and the Principals further acknowledge that such specialized training, trade secrets and confidential information provide a competitive advantage, and that gaining access thereto is a primary reason for entering into this Agreement. In consideration therefor, Franchisee and the Principals covenant as follows:

(1) With respect to Franchisee, during the Term of this Agreement (or with respect to each of the Principals, for so long as such person satisfies the definition of "Principal" under this Agreement), except as otherwise approved in writing by Franchisor, neither Franchisee nor any of the

Principals will, directly or indirectly, for themselves or through, on behalf of or in conjunction with any other person, persons, partnership, corporation, limited liability company, or other entity or association:

(a) Directly or indirectly divert, or attempt to divert, any business or customer of the Franchise Business to any competitor, or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Except with respect to Franchise Businesses operated under valid agreements with Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in, advise, assist, or make loans to, any business that is the same as or similar to a Franchise Business (including, without limitation, a fitness business or a business which offers exercise classes or physical training; gym services; crossfit or resistance training; yoga; pilates; cycling; Zumba® or other dance fitness classes; martial or mixed martial arts; boxing; fitness boot camps) or any business that offers prepared meals or protein or other nutritional supplements that are the same as or similar to the meals and supplements Franchisee is required hereunder to offer in connection with the Franchise Business, and which is located within the United States, its territories, or commonwealths, or any other country, province, state or geographic area in which Franchisor has used, sought registration of, or registered the Marks or similar marks or operates or licenses others to operate a business under the Marks or similar marks.

(2) With respect to Franchisee, for a continuous uninterrupted period commencing upon the expiration, termination, or transfer of all of Franchisee's interest in, this Agreement (or, with respect to each of the Principals, commencing upon the earlier of **(i)** the expiration or termination of, or transfer of all of Franchisee's interest in, this Agreement or **(ii)** the time such individual or entity ceases to satisfy the definition of "Principal" under this Agreement) and continuing for two years thereafter, except as otherwise approved in writing by Franchisor, neither Franchisee, nor any of the Principals will, directly or indirectly, for themselves, or through, on behalf of or in conjunction with any other person, persons, partnership, corporation, limited liability company, or other entity or association:

(a) Directly or indirectly divert, or attempt to divert, any business or customer of the Franchise Business to any competitor, or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Except with respect to Franchise Businesses operated under valid agreements with Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in, advise, assist or make loans to, any business that is the same as or similar to a Franchise Business (including, without limitation, a fitness business or a business which offers exercise classes or physical training; gym services; crossfit or resistance training; yoga; pilates; cycling; Zumba® or other dance fitness classes; martial or mixed martial arts; boxing; fitness boot camps) or any business that offers prepared meals or protein or other nutritional supplements that are the same as or similar to the meals and supplements Franchisee is required hereunder to offer in connection with the Franchise Business, and which is, or is intended to be, located **(i)** at the Location, **(ii)** within the Protected Area, or **(iii)** within a five-mile radius of the location of any Franchise Business then in existence or under construction.

(3) The parties agree that each of the foregoing covenants contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. Each such covenant will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 10.C. is held unreasonable or unenforceable by a court having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee and the Principals expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 10.C. The time periods relating to the obligations set forth in this Section 10.C.(2) will be tolled for any period of non-compliance.

(a) Franchisee and the Principals acknowledge that Franchisor has the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section 10.C. without their consent, effective immediately upon notice to Franchisee; and Franchisee and the Principals agree that they will promptly comply with any covenant as so modified.

(b) Franchisee and the Principals expressly agree that the existence of any claims they may have against Franchisor, whether arising under this Agreement or otherwise, will not constitute a defense to the enforcement by Franchisor of the covenants in this Section 10.C.

(4) Franchisee will require and obtain the execution of covenants similar to those set forth in this Section 10.C. from all Franchisee Owners and Principals not signing the Principals' Guaranty and Assumption Agreement, from all General Managers, and, at Franchisor's request, any other personnel of Franchisee who have access to Confidential Information. Such covenants will be substantially in the form set forth in Attachment B. Notwithstanding the foregoing, Franchisor reserves the right, in its sole discretion, to decrease the scope of the noncompetition covenant set forth in Attachment B or eliminate such noncompetition covenant altogether for any person that is required to execute such agreement under this Section 10.C.(4).

D. Injunctive Relief. Franchisee and the Principals acknowledge that any failure to comply with the requirements of this Section 10. will constitute a material event of default under this Agreement and further acknowledge that such a violation would result in irreparable injury to Franchisor for which no adequate remedy at law may be available. Franchisee and the Principals accordingly consent to the issuance of an injunction prohibiting any conduct by them in violation of the terms of this Section 10., without the requirement that Franchisor post a bond. Franchisee and the Principals agree to pay all court costs and reasonable attorneys' fees and costs incurred by Franchisor in connection with the enforcement of this Section 10., including all costs and expenses for obtaining specific performance, or an injunction against the violation, of the requirements of such Section, or any part thereof.

E. New Developments. If Franchisee, its employees, or Principals develop any new concept, process or improvement in the operation or promotion of the franchised business, Franchisee will promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such concept, process, or improvement will become Franchisor's sole property, and Franchisor will be the sole owner of all patents, patent applications, and other intellectual property rights related thereto. Franchisee and its Principals hereby assign to Franchisor any rights they may have or acquire therein, including the right to modify such concept, process or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and thereto. Franchisee and its Principals agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights. Franchisee and its Principals hereby irrevocably designate and appoint Franchisor as their agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property right related to any such concept, process or improvement. In the event that the foregoing provisions of this Section 10.E. are found to be invalid or otherwise unenforceable, Franchisee and its Principals hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe their rights therein.

11. BOOKS AND RECORDS

A. Maintenance Requirement. Franchisee will maintain during the Term of this Agreement, in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manuals, and will preserve for at least five years from the date of preparation, full, complete, and accurate books, records, and accounts of the Franchise Business, including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals, and ledgers.

B. Reporting. In addition to the remittance reports required by Sections 4. and 8. hereof, Franchisee will comply with the following reporting obligations:

(1) Franchisee will, at Franchisee's expense, submit to Franchisor, in the form prescribed by Franchisor, Franchisee's monthly balance sheet and profit and loss statement (which may be unaudited) within twenty (20) days after the end of each month during the Term hereof. Each such statement must be signed by Franchisee's treasurer, chief financial officer, or comparable officer attesting that it is true, complete, and correct.

(2) Franchisee will, at its expense, submit to Franchisor, within ninety (90) days after the end of each fiscal year, Franchisee's complete annual financial statement (which may be unaudited), including a balance sheet, profit and loss statement, and statement of cash flows, prepared in accordance with generally accepted accounting principles by an independent certified public accountant satisfactory to Franchisor and showing the results of Franchisee's operations of Franchisee during such fiscal year.

(3) Franchisee will, at its expense, submit to Franchisor **(i)** copies of Franchisee's federal income tax returns (including any extension requests) not later than five (5) days after filing and **(ii)** copies of Franchisee's state sales tax returns within five (5) days after the end of each calendar quarter. If the Franchise Business is in a state which does not impose a sales tax, Franchisee will submit a copy of its state income tax return (including any extension requests) not later than five (5) days after filing.

(4) Franchisee also will submit to Franchisor such other forms, reports, records, information, and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor.

C. Audits. Franchisor or its designees will have the right at all reasonable times to review, audit, examine, and copy the books and records of Franchisee at the Franchise Business. If any required royalty or other required payments to Franchisor are delinquent, or if an audit should reveal that such payments have been understated in any report to Franchisor, then Franchisee will immediately pay to Franchisor the amount overdue or understated upon demand with interest determined in accordance with Section 4.C. If an audit discloses an understatement in any report of 3% or more, Franchisee must, in addition, reimburse Franchisor for all costs and expenses connected with the audit (including, without limitation, reasonable accounting and attorneys' fees and costs). These remedies are in addition to any other remedies Franchisor may have at law or in equity.

D. No Waiver. Franchisor's receipt or acceptance of any of the statements furnished or amounts paid to Franchisor (or the cashing of any check or processing of any electronic fund transfer) will not preclude Franchisor from questioning the correctness thereof at any time, and, in the event that any errors are discovered in such statements or payments, Franchisee must immediately correct the error and make the appropriate payment to Franchisor.

E. Authorization to Release Information. Franchisee hereby authorizes (and agrees to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with whom Franchisee does business to disclose to Franchisor any financial information in their possession relating to Franchisee or the Franchise Business which Franchisor may request. Franchisee authorizes Franchisor to

disclose data from Franchisee's reports if Franchisor determines, in its sole discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.

12. INSURANCE

A. Insurance Coverage Requirements. Not later than sixty (60) days prior to the Opening Date, Franchisee will procure and maintain in full force and effect at all times during the Term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Franchisor, its Affiliates, successors, and assigns, and the officers, directors, shareholders, partners, members, agents, representatives, independent contractors, and employees of each of them against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring at or in connection with the operation of the Franchise Business. Such policy or policies must be written by a responsible carrier or carriers rated "A" or better by the A.M. Best Company, Inc. and otherwise reasonably acceptable to Franchisor and must include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by Franchisor from time to time in writing), the following:

(1) Comprehensive General Liability Insurance, including broad form contractual liability, broad form property damage, personal injury, advertising injury, completed operations, products liability and fire damage coverage, in the amount of $1,000,000 combined single limit per occurrence, $2,000,000 general aggregate, $2,000,000 product liability, $1,000,000 personal and advertising injury, $300,000 fire legal liability, and $5,000 medical payment limits.

(2) "All Risks" coverage for the full cost of replacement of the Studio premises and all other property in which Franchisor may have an interest with agreed amount endorsement for the premises naming Franchisor as a loss payee.

(3) An "umbrella" policy providing excess coverage with limits of not less than $3,000,000 which must be excess to the general liability coverage required herein.

(4) Business interruption insurance covering at least twelve (12) months of lost profits and necessary continuing expenses for interruptions caused by any occurrence covered by the insurance referred to in (1) and (2) above and Franchisee's royalty, Marketing Fee (or Local Advertising Expenditures), and Brand Fund contribution calculated on the basis of the Gross Sales used as the basis for calculation of the business interruption insurance award. Such business interruption insurance must be written on an all risks form, either as an endorsement to the policies described in (1) and (2) above or on a separate policy.

(5) Worker's compensation insurance with employer liability limit of bodily injury by accident $1,000,000 each accident, by disease $1,000,000 policy limit, and by disease $1,000,000 each employee.

(6) Professional Liability Insurance to cover the errors and omissions of your staff in providing services to your Members with not less than $3,000,000 limit of liability and including Abuse and Molestation with a minimum limit of $300,000.

(7) Employment Practices Liability including third-party coverage for not less than $500,000 aggregate.

(8) Such other insurance as may be required by the landlord of the premises at, and by the state or locality in, which the Franchise Business is located.

B. Deductibles; Waiver of Subrogation. Franchisee may elect to have reasonable deductibles in connection with the coverage required under Sections 11.A.(1)-(8) hereof. Such policies must also include a waiver of subrogation in favor of Franchisor, its Affiliates and the officers, directors, shareholders,

partners, members, agents, representatives, independent contractors, servants, and employees of each of them.

C. Builder's Risk Insurance. In connection with any construction, renovation, refurbishment, or remodeling of the Studio, Franchisee must maintain Builder's Risks/Installation insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, reasonably satisfactory to Franchisor.

D. No Limitation of Other Obligations. Franchisee's obligation to obtain and maintain the foregoing policies in the amounts specified will not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor will Franchisee's performance of such obligation relieve it of liability under the indemnity provisions set forth in Section 15. of this Agreement.

E. Additional Insured Designation. All insurance policies required hereunder, with the exception of workers' compensation and employment practices liability, must name Franchisor and its Affiliates, and the officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees of each of them, as additional insureds, and must expressly provide that their interest will not be affected by Franchisee's breach of any policy provisions. All public liability and property damage policies must contain a provision that Franchisor and its Affiliates, and the officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees of each of them, although named as insureds, will nevertheless be entitled to recover under such policies on any loss occasioned to them by reason of the negligence of Franchisee or its servants, agents, or employees.

F. Certificates of Insurance. Upon execution of this Agreement, and thereafter thirty (30) days prior to the expiration of any policy required hereunder, Franchisee must deliver to Franchisor certificates of insurance, endorsements, insurance declarations and/or other documents requested by Franchisor evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. For instance, if requested by Franchisor, Franchisee must deliver to Franchisor a copy of the insurance policy or policies required hereunder. All insurance policies required hereunder must expressly provide that no less than thirty (30) days' prior written notice will be given to Franchisor in the event of a material alteration to or cancellation of the policies.

G. Remedies. If Franchisee fails to procure or maintain the insurance required by this Agreement, Franchisor will have the right and authority (without, however, any obligation to do so) to procure such insurance and to charge the cost of such insurance to Franchisee, together with a reasonable fee for Franchisor's expenses in so acting. Such amounts will be payable by Franchisee immediately upon notice. The foregoing remedies are in addition to any other remedies Franchisor may have at law or in equity.

13. DEBTS AND TAXES

A. Payment of Taxes and Other Obligations. Franchisee must promptly pay when billed all Taxes, levied or assessed and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the franchised business. Without limiting the provisions of Section 15., Franchisee will be solely liable for the payment of all Taxes and will indemnify Franchisor for the full amount of all such Taxes and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes, whether or not correctly or legally assessed.

B. No Deduction. Each payment to be made to Franchisor hereunder must be made free and clear and without deduction for any Taxes.

C. Disputed Liability. In the event of any *bona fide* dispute as to Franchisee's liability for Taxes or other indebtedness, Franchisee may contest the validity or the amount of the Tax or indebtedness in accordance with the procedures of the taxing authority or applicable law. However, in no event will

Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor, to occur against the assets of the franchised business or any improvements thereon.

D. Credit Standing. Franchisee recognizes that the failure to make payments or repeated delays in making prompt payments to suppliers will result in a loss of credit rating or standing which will be detrimental to the goodwill associated with the Marks and the System. Except for payments which are disputed by Franchisee in good faith, Franchisee agrees to promptly pay when due all amounts owed by Franchisee to Franchisor, its Affiliates, and other suppliers.

E. Notice of Adverse Orders. Franchisee must notify Franchisor in writing within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the franchised business.

14. TRANSFER

A. By Franchisor. Franchisor has the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity without Franchisee's consent, and upon such transfer or assignment, the transferee or assignee will be solely responsible for all Franchisor's obligations arising hereunder subsequent to the transfer or assignment. Without limitation of the foregoing, Franchisor may sell its assets to a third party; may offer its securities privately or publicly; may merge with or, acquire other corporations, or may be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring.

B. By Franchisee and Principals. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted rights under this Agreement in reliance on the business skill, financial capacity, and personal character of Franchisee and the Principals. Accordingly, neither Franchisee nor any Principal, nor any successor or assign of Franchisee or any Principal, will sell, assign, transfer, convey, merge, give away, pledge, mortgage or otherwise dispose of or encumber any direct or indirect interest in this Agreement, in the Studio or in Franchisee, whether or not such sale, assignment, transfer, conveyance, merger, gift, pledge, mortgage, disposition, or encumbrance constitutes a transfer or assignment under applicable law, without the prior written consent of Franchisor, except as provided in Section 14.D. Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement will be null and void and will constitute a material breach under this Agreement. If Franchisee wishes to transfer all or part of its interest in the Franchise Business, or the assets used in connection therewith; or this Agreement; or if Franchisee or a Principal wishes to transfer any ownership interest in Franchisee (except as provided in Section 14.D. below), transferor and the proposed transferee must apply to Franchisor for its consent. Franchisor may condition its consent to the transfer of any interest in Franchisee, in the Franchise Business or in this Agreement, on any or all of the following:

(1) All accrued monetary obligations of Franchisee and its Affiliates to Franchisor and its Affiliates arising under this Agreement, or any other agreement, must have been satisfied in a timely manner, and Franchisee must have satisfied all trade accounts and other debts of whatever nature or kind;

(2) Franchisee and its Affiliates must not be in default of this Agreement, or any other agreement with Franchisor or its Affiliates, and must have substantially and timely complied with all the terms and conditions of such agreements during their respective terms;

(3) The transferor and its principals, if applicable, must have executed a general release, in a form satisfactory to Franchisor, of any and all claims, against Franchisor, its Affiliates and their respective officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants and employees, past and present, in their corporate and individual capacities,

including, without limitation, claims arising under this Agreement and any other agreement with Franchisor or its Affiliates, and under federal, state or local laws, rules, and regulations or orders;

(4) The transferee must demonstrate to Franchisor's satisfaction that it meets Franchisor's then-current qualifications, and, at the transferee's expense, its Key Person, general manager, and any other personnel required by Franchisor must complete any training programs then in effect for Franchise Businesses upon such terms and conditions as Franchisor may reasonably require;

(5) The transferee must, at its expense and within the time period reasonably required by Franchisor, renovate, modernize, and otherwise upgrade the Studio to conform to the then-current System image and Standards;

(6) The transferee must enter into a written agreement, in a form satisfactory to Franchisor, assuming full, unconditional, joint and several, liability for, and agreeing to perform from the date of the transfer, all obligations, covenants and agreements of Franchisee under this Agreement. If the transferee is a corporation, partnership, limited liability company or other entity, those of transferee's principals who are designated as principals, also must execute such agreement and guarantee the performance thereof;

(7) The transferee must execute Franchisor's then-current form of franchise agreement for a term ending on the expiration date of this Agreement (including any renewal terms provided by this Agreement). The new franchise agreement will supersede this Agreement in all respects and its terms may differ from the terms of this Agreement, including higher fees, but the transferee will not be required to pay an establishment fee. If the transferee is a corporation, partnership, limited liability company, or other entity, those of transferee's principals who are designated as principals, also must execute such agreement and guarantee the performance thereof;

(8) The transferor will remain liable for all of its obligations to Franchisor under this Agreement incurred prior to the effective date of the transfer and must execute any and all instruments reasonably requested by Franchisor to evidence such liability;

(9) Franchisee must pay Franchisor a transfer fee in the amount set forth in **Item 14** of the **Summary Addendum**, attached hereto, and must reimburse Franchisor for its actual costs and expenses associated with the transfer, including, without limitation, training costs, and legal and accounting fees and costs;

(10) If transferee is a corporation, partnership, limited liability company, or other entity, the transferee must make all of the representations, warranties, and covenants in Section 6., as Franchisor may request, and must provide evidence satisfactory to Franchisor that such representations, warranties, and covenants are true and correct as of the date of the transfer.

(11) If the transfer relates to the grant of a security interest in any of Franchisee's assets, Franchisor may require the secured party to agree that, in the event of any default by Franchisee under any documents related to the security interest, Franchisor will have the right and option (but no obligation) to be substituted as obligor to the secured party and to cure any default of Franchisee.

C. Transfer for Convenience of Ownership. If the proposed transfer is to a corporation or other entity formed solely for the convenience of ownership, Franchisor's consent may be conditioned upon any of the requirements in Section 14.B., except that Sections 14.B.(3), (4), (5), (7), and (9) will not apply. In any transfer for the convenience of ownership, Franchisee must be the owner of all the voting stock or ownership interests in the new entity, or, if Franchisee is more than one individual, each individual must have the same proportionate ownership interest in the new entity as he or she had in Franchisee prior to the transfer.

D. Transfer of Non-Controlling Interest. If any person holding an interest in Franchisee (other than a Principal signing the Principals' Guaranty and Assumption Agreement) proposes to transfer such interest, then Franchisee must promptly notify Franchisor of such proposed transfer in writing and provide such information relative thereto as Franchisor may reasonably request prior to the transfer. The transferee must not be one of Franchisor's competitors and may be required to execute a confidentiality agreement and ancillary covenants not to compete in the form then required by Franchisor, which form will be in substantially the same as the form attached to this Agreement as Attachment B. Franchisor reserves the right to require such transferee to sign the Principals' Guaranty and Assumption Agreement.

E. Right of First Refusal. If Franchisee or a Principal wishes to transfer any interest in this Agreement, the Studio, or Franchisee, pursuant to any *bona fide* offer received from a third party to purchase such interest, then such proposed seller must promptly notify Franchisor in writing of the offer and must provide such information and documentation relating to the offer as Franchisor may require. Franchisor will have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all required documentation describing the terms of the offer, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, closing will occur on or before sixty (60) days from the later of the date of Franchisor's notice to seller of its election to purchase and the date Franchisor receives all necessary permits and approvals, or any other date agreed by the parties in writing. If the third-party offer provides for payment of consideration other than cash, Franchisor may elect to purchase seller's interest for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent, then that amount will be determined by two appraisers. Each party will select one appraiser and the average of the appraisers' determinations will be binding. Each party must bear its own legal and other costs and will share the appraisal fees equally. If Franchisor exercises its right of first refusal, it will have the right to set off all appraisal fees and other amounts due from Franchisee to Franchisor or any of its Affiliates. A material change in the terms of any offer prior to closing will constitute a new offer subject to the same right of first refusal as an initial offer. Franchisor's failure to exercise the option afforded by this Section 14.E. will not constitute a waiver of any other provision of this Agreement, including all of the requirements of Section 14.B. Failure to comply with this Section 14.E. will constitute a material event of default under this Agreement.

F. Death or Permanent Disability. Franchisee or its representative must promptly notify Franchisor of any death or claim of permanent disability subject to this Section 14.F. Any transfer upon death or permanent disability will be subject to the following conditions, as well as to the conditions described in Section 14.B. for any *inter vivos* transfer.

(1) Upon the death of Franchisee (if Franchisee is a natural person) or any Principal who is a natural person ("**Deceased**"), the executor, administrator, or other personal representative of the Deceased must transfer such interest to a third party approved by Franchisor within six months after the date of death. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the distributee of such interest must be approved by Franchisor. If the distributee is not approved by Franchisor, then the distributee must transfer such interest to a third party approved by Franchisor within six months after the death of the Deceased.

(2) Upon the permanent disability of Franchisee (if Franchisee is a natural person) or any Principal who is a natural person, Franchisor may, in its sole discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Section 14. within six months after notice to Franchisee. "**Permanent disability**" means any physical, emotional, or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Agreement or in the Guaranty made part of this Agreement for at least ninety (90) consecutive days and from which condition recovery within ninety (90) days from the date of determination of disability is unlikely. Permanent disability will be determined by a licensed practicing physician selected by Franchisor, upon

examination of the person; or if the person refuses to submit to an examination, then such person automatically will be deemed permanently disabled as of the date of such refusal for the purpose of this Section 14.F. The costs of any examination required by this Section will be paid by Franchisor.

G. Securities Offerings. Interests in Franchisee will not be offered to the public by private or public offering without Franchisor's prior written consent, which will not be unreasonably withheld. As a condition of its consent, Franchisor may, in its sole discretion, require that, immediately after such offering, Franchisee and the Principals retain a Controlling Interest in Franchisee. Franchisee must give Franchisor written notice at least thirty (30) days prior to the commencement of any offering covered by this Section 14.G. All offering materials must be submitted to Franchisor for review prior to being filed with any governmental agency or distributed for use. Franchisor's review of the offering materials will be limited solely to the subject of the relationship between Franchisee and Franchisor. No offering will imply that Franchisor is participating in an underwriting, issuance or offering of securities. Franchisor may require the offering materials to contain a written statement prescribed by Franchisor concerning the relationship of Franchisee and Franchisor. Franchisee, its Principals and the other participants in the offering must fully indemnify Franchisor, its Affiliates, their respective officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants and employees, past and present, in connection with the offering. For each proposed offering, Franchisee must pay to Franchisor a non-refundable fee of $3,000 and must reimburse Franchisor for its reasonable costs and expenses (including, without limitation, legal and accounting fees and costs) associated with reviewing the offering materials.

H. No Waiver. Franchisor's consent to the transfer of any interest described in this Section 14. will not constitute a waiver of any claims which Franchisor may have against the transferring party, nor will it be deemed a waiver of Franchisor's right to demand transferee's exact compliance with any of the terms of this Agreement.

15. INDEMNIFICATION

A. Indemnity. Franchisee agrees to indemnify, defend, and hold harmless Franchisor, Franchisor's Affiliates, both current and former, and their respective shareholders, directors, officers, employees, agents, successors, and assignees ("**Indemnified Parties**") against, and to reimburse any one or more of the Indemnified Parties for, any claims, damages, judgments, liabilities and losses, including attorney's fees, costs, and expenses (and any interest) directly or indirectly arising out of the operation of the Franchise Business, Franchisee's employer/employee relationships, this Agreement (including, but not limited to, Franchisee's breach of this Agreement), the relationship between the parties to this Agreement, and the Franchisee's employee's and independent contractor's actions or inactions, without limitation and without regard to the cause or causes thereof or the negligence (whether such negligence be sole, joint, or concurrent, or active or passive) or strict liability of Franchisor or any other party or parties in connection therewith, including, without limitation, the other Indemnified Parties. Notwithstanding the foregoing, this indemnity will not apply to any liability arising from Franchisor's gross negligence or willful misconduct, except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to Franchisee, Franchisee's Principals, officers, directors, employees, independent contractors, or affiliates. For purposes of this indemnification, "**claims**" includes all obligations, damages (actual, consequential, exemplary, or other), and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration, or alternative dispute resolution and travel and living expenses. Franchisor has the right to defend any such claim against Franchisee. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Under no circumstances will Franchisor or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate Franchisor's, their, or Franchisee's losses and expenses, in order to maintain and recover fully a claim against Franchisee.

Franchisee agrees that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts Franchisor or another Indemnified Party may recover from Franchisee. The terms of this Section 15.A. will survive the termination, expiration, or transfer of this Agreement or any interest herein.

B. Defense of Claim. Franchisee and each of the Principals agree to give Franchisor immediate notice of any such action, suit, proceeding, claim, demand, inquiry, or investigation. At the expense and risk of Franchisee and each of the Principals, Franchisor may elect to assume (but under no circumstance is obligated to undertake) or associate counsel of its own choosing with respect to, the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry, or investigation. Such an undertaking by Franchisor will not, in any manner or form, diminish the obligation of Franchisee and each of the Principals to indemnify the Indemnitees and to hold them harmless.

C. Remedial Action. In order to protect persons or property, or its reputation or goodwill, or the reputation or goodwill of others, Franchisor may, at any time and without notice, as it, in its judgment deems appropriate, consent or agree to settlements or take such other remedial or corrective action as it deems expedient with respect to the action, suit, proceeding, claim, demand, inquiry, or investigation if, in Franchisor's sole judgment, there are reasonable grounds to believe that any claim described in Section 15.A. has occurred or any such claim may result directly or indirectly in damage, injury, or harm to any person or property.

D. Losses and Expenses.

(1) All Losses and Expenses incurred under this Section 15 will be chargeable to and paid by Franchisee or any of the Principals pursuant to its obligations of indemnity under this Section 15., regardless of any action, activity, or defense undertaken by Franchisor or the subsequent success or failure of such action, activity, or defense.

(2) As used in this Section 15., the phrase "**Losses and Expenses**" includes, without limitation, all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, reasonable attorneys' fees and costs, court costs, settlement amounts, judgments, compensation for damages to the Franchisor's reputation and goodwill, costs of or resulting from delays, financing costs, costs of advertising material and media time/space and costs of changing, substituting or replacing the same, any and all expenses of recall, refunds, compensation, and public notices and all other payments of money incurred in connection with the matters described.

E. Contributory Negligence. The Indemnitees do not assume any liability for acts, errors, or omissions of those with whom Franchisee or the Principals may contract, regardless of the purpose. Franchisee and the Principals will hold harmless and indemnify the Indemnitees as set forth herein without limitation and without regard to the cause or causes thereof or the negligence (whether such negligence be gross, sole, joint or concurrent, or active or passive) or strict liability of Franchisor or any other party or parties arising in connection therewith, including, without limitation, the other Indemnitees.

F. No Duty to Mitigate; Survival of Obligations. Under no circumstances will Franchisor be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim under the indemnity and against Franchisee, and the failure of Franchisor to pursue such recovery or mitigate such loss will no way reduce the amounts recoverable by Franchisor from Franchisee. Franchisee and the Principals expressly agree that the terms of this Section 15 will survive the termination, expiration, or transfer of this Agreement or any interest herein.

16. RELATIONSHIP OF THE PARTIES

A. Independent Contractor Relationship. Franchisee agrees that the relationship created by this Agreement is not a fiduciary, special, or any other similar relationship, but rather is an arm's-length business relationship, and Franchisor owes Franchisee no duties except as expressly provided in this Agreement. Franchisee is an independent contractor, and nothing in this Agreement is intended to constitute either party

an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose. During the Term of this Agreement, Franchisee must hold itself out to the public and to its employees as an independent contractor conducting its Franchise Business operations pursuant to the rights granted by Franchisor. All employees hired by or working for Franchisee or Franchisee's affiliates will be Franchisee's or Franchisee's affiliate's employees and will not, for any purpose, be deemed employees of Franchisor or its affiliates or subject to Franchisor's or its affiliates' control. Franchisor has no authority to hire, fire, promote, or demote any of Franchisee's employees or take any disciplinary action whatsoever against any of them. Additionally, Franchisee must communicate to all employees that Franchisee, not Franchisor, is their employer; and Franchisee must ensure that no payroll checks or other employment-related documents (such as job applications and W-2s) contain or reference the Marks or Franchisor's name. Each of the parties will file its own tax, regulatory, and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

B. No Authority. Nothing in this Agreement authorizes Franchisee or any of the Principals to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and Franchisor will, in no event, assume liability for, or be deemed liable under, this Agreement as a result of any such action, or for any act or omission of Franchisee or any of the Principals or any claim or judgment arising therefrom.

17. TERMINATION

A. Default and Termination. Franchisee acknowledges that each of Franchisee's obligations described in this Agreement is a material and essential obligation; that nonperformance of such obligations will adversely and substantially affect the Franchisor and the System; and that the exercise by Franchisor of the rights and remedies set forth herein is appropriate and reasonable.

B. Automatic Termination. Franchisee will be deemed to be in default under this Agreement, and all rights granted herein will automatically terminate without notice to Franchisee, if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors; or if Franchisee files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or if an involuntary petition is filed with respect to Franchisee under any such laws and is not dismissed within sixty (60) days after it is filed; or admits in writing its inability to pay its debts when due; or if Franchisee is adjudicated as bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if judicial, non-judicial or administrative proceedings to foreclose any lien or mortgage against the Studio premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days; or if the real or personal property of Franchisee's Studio is sold after levy thereupon by any sheriff, marshal, or constable.

C. Termination on Notice; No Cure. Franchisee will be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon notice to Franchisee, upon the occurrence of any of the following events:

(1) If Franchisee fails to obtain Franchisor's approval of a proposed site or fails to

acquire a Location for the Studio within the time and manner specified.

(2) If Franchisee fails to open the Studio for business within the period specified in Section 2.G. of this Agreement.

(3) If Franchisee at any time ceases to operate or otherwise abandons the Studio, or loses the right to possess the premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the Studio is located; provided, that this provision will not apply in the event of a Force Majeure, if Franchisee applies within thirty (30) days after such event for Franchisor's approval to relocate or reconstruct the Studio and Franchisee diligently pursues such reconstruction or relocation. Franchisor's approval will not be unreasonably withheld but may be conditioned upon the payment of an agreed minimum fee to Franchisor during the period in which the Studio is not in operation.

(4) If Franchisee or any of the Principals is convicted of, or has entered a plea of *nolo contendere* to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interests therein.

(5) If Franchisee or any of the Principals purports to transfer any rights or obligations under this Agreement or any interest in Franchisee or the Studio to any third party without Franchisor's prior written consent or without offering Franchisor a right of first refusal contrary to the terms of Section 14., or if a transfer upon death or permanent disability is not made in accordance with Section 14.

(6) If, contrary to the terms of Section 10.B., Franchisee or any of the Principals discloses or divulges any Confidential Information.

(7) If Franchisee knowingly maintains false books or records, or submits any false reports to Franchisor or submits false or fraudulent information in their franchise application.

(8) If Franchisee breaches in any material respect any of the covenants, or has falsely made any of the representations or warranties, set forth in Section 6.

(9) If Franchisee fails to comply with Franchisor's quality assurance program and fails to cure any default thereunder within the applicable cure period.

(10) If Franchisee or any Affiliate of Franchisee is in default of any other franchise agreement with Franchisor and fails to cure such default within the applicable cure period, if any.

(11) If Franchisee or any of the Principals repeatedly commits a material event of default under this Agreement, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by Franchisee after notice by Franchisor.

D. Termination on Notice; Opportunity to Cure. Except as provided in Sections 17.B. and 17.C. of this Agreement, upon any default by Franchisee which is capable of being cured, Franchisor may terminate this Agreement by giving Franchisee written notice of termination stating the nature of the default and the time period within which the default must be cured. Franchisee may avoid termination by immediately initiating a remedy to cure such default and curing it to Franchisor's satisfaction within the time period set forth below or any longer period that applicable law may require ("**cure period**"). If any such default is not cured within the cure period, this Agreement will terminate without further notice to Franchisee effective immediately upon the expiration of the cure period. Defaults which are susceptible of cure hereunder may include, but are not limited to, the following:

(1) If Franchisee fails to procure and maintain the insurance policies required by Section 12. and fails to cure such default within seven (7) days following notice from Franchisor.

(2) If Franchisee misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein and fails to cure such default within twenty-four (24) hours following notice from Franchisor.

(3) If Franchisee fails to obtain the execution of the confidentiality and related covenants as required under Sections 10.B. or 10.C. of this Agreement within ten (10) days after being requested to do so by Franchisor and fails to cure such default within thirty (30) days following notice from Franchisor.

(4) If Franchisee or any of its Affiliates fails, refuses, or neglects promptly to pay any monies owed to Franchisor or any of its Affiliates, when due under this Agreement or any other agreement, or fails to submit the financial or other information required by Franchisor under this Agreement, and does not cure such default within five (5) days following notice from Franchisor.

(5) If Franchisee or any of the Principals fails to comply with the restrictions against competition set forth in Section 10.C. of this Agreement and fails to cure such default within ten (10) days following notice from Franchisor.

(6) If Franchisee operates the Studio or sells any products or services authorized by Franchisor for sale at the Studio at a location other than the Location and fails to cure such default within five (5) days following notice from Franchisor.

(7) If a threat or danger to public health or safety results from the construction or operation of the Studio and Franchise fails to cure such default within the time period Franchisor requires following notice from Franchisor; or fails to close the Studio and remedy the condition on notice from Franchisor.

(8) If Franchisee fails to maintain or observe any of the Franchisor's Standards prescribed by Franchisor in this Agreement, the Manuals, or otherwise in writing, and fails to cure such default within thirty (30) days following notice from Franchisor.

(9) If Franchisee fails to comply with any other requirement imposed by this Agreement, or fails to carry out the terms of this Agreement in good faith and fails to cure such default within thirty (30) days following notice from Franchisor.

(10) If Franchisee fails to designate a qualified replacement Key Person or General Manager within thirty (30) days after any initial or successor Key Person or General Manager ceases to serve.

E. Alternative Remedies. If Franchisee is in default under this Agreement and the default is not cured within the cure period (if any), then while such default remains uncured, Franchisor may, in addition to any other remedies, suspend Franchisee's access to: **(i)** F45 TV; **(ii)** and any and all other services and products Franchisor provides; **(iii)** and any and all of Franchisor's approved or required suppliers. Once the default is cured, Franchisor will promptly reconnect Franchisee's access to all of the services, products, and providers that were suspended. Franchisor's exercise of its remedies in this Section 17.E. will not **(x)** constitute actual or constructive termination or abandonment of this Agreement; **(ii)** be a waiver of the default or any breach of this Agreement; or **(iii)** preclude Franchisor from terminating this Agreement in accordance with Section 17., as applicable, or pursuing any equitable or other remedies. Franchisee waives all claims against Franchisor and its Affiliates arising from any suspension described above.

F. Liquidated Damages. If this Agreement is terminated due to Franchisee's default, Franchisee must, upon written demand from Franchisor, pay Franchisor a lump-sum payment in an amount calculated as follows: (a) the average of Franchisee's Royalty fees due for the last twelve (12) months before Franchisor's delivery of notice of default (or, if lesser, the months Franchisee had been operating

before Franchisor's delivery of notice of default), (b) multiplied by the lesser of twelve (12) or the number of months remaining in the term of this Agreement. The payments called for in this Section 17.F constitute liquidated damages for causing the premature termination of this Agreement and are not a penalty. A precise calculation of the full extent of damages that Franchisor will incur if this Agreement terminates because Franchisee defaults cannot be reasonably determined. Nevertheless, the parties agree that the lump-sum payment provided under this Section 17.F is reasonable in light of the damages for premature termination that may reasonably be expected to occur in such event. The amounts contemplated under this Section 17.F are not a penalty and the payment is intended by the parties only as a compensatory remedy for past breaches and not as a preventative remedy to deter future breaches. The sum contemplated in this Section 17.F does not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. Accordingly, as a purely liquidated damages provision, this Section does not preclude, and is not inconsistent with, a court granting Franchisor specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. Franchisor's rights to liquidated damages and specific performance or any other equitable relief are not mutually exclusive.

18. POST-TERMINATION

A. Franchisee's Obligations Upon Termination. Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee will terminate, and Franchisee must:

(1) Immediately cease to operate the Franchise Business under this Agreement, and not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

(2) Immediately and permanently cease to use, in any manner whatsoever, any Confidential Information, methods, procedures, and techniques associated with the System and the Marks. Without limitation of the foregoing, Franchisee must cease to use all signs, advertising materials, displays, stationery, forms, and any other items which display the Marks.

(3) Take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "F45 Studio" or any other Mark, and furnish Franchisor with satisfactory evidence of compliance within 5 days after termination or expiration of this Agreement.

(4) Not use any reproduction, counterfeit, copy, or colorable imitation of the Marks, in connection with any other business, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's rights in and to the Marks, nor will Franchisee use any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor constituting unfair competition.

(5) Immediately pay all sums owing to Franchisor and its Affiliates and all damages, costs, and expenses, including reasonable attorneys' fees and costs, incurred by Franchisor as a result of any default by Franchisee or in connection with obtaining injunctive or other relief for the enforcement of any provisions of this Section 18., which obligation will give rise to and remain a lien in favor of Franchisor against any and all assets of Franchisee, until such obligations are paid in full.

(6) Immediately deliver to Franchisor all Manuals, records, files, instructions, correspondence, Software Programs, and other materials related to the operation of the Franchise Business in Franchisee's possession or control, and all copies thereof, all of which are acknowledged to be Franchisor's property, and retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law.

(7) Comply with the restrictions against the disclosure of Confidential Information and against competition contained in Section 10. of this Agreement and cause any other person required to execute similar covenants pursuant to Section 10. also to comply with such covenants.

(8) Promptly furnish to Franchisor an itemized list of all advertising and sales promotion materials bearing the Marks, whether located at the Studio or at any other location under Franchisee's control. Franchisor will have the right to inspect these materials and the option, exercisable within thirty (30) days after such inspection, to purchase any or all of the materials at Franchisee's cost. Materials not purchased by Franchisor will not be utilized by Franchisee or any other party for any purpose unless authorized in writing by Franchisor.

(9) At Franchisor's option, assign to Franchisor any interest which Franchisee has in any lease or sublease for the premises of the Studio or for any equipment used in the operation of the franchised business. Franchisor may exercise such option at or within 30 days after the termination or expiration of this Agreement. Franchisee hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete the assignment of Franchisee's interest in any such lease or sublease upon the exercise of Franchisor's option described herein. This power of attorney will survive the expiration or termination of this Agreement. If Franchisor does not elect to exercise its option to acquire the lease or sublease for the Studio premises, Franchisee must make such modifications or alterations to the premises as are necessary to distinguish the appearance of the Studio from that of other F45 Studios, and, if Franchisee fails or refuses to do so, Franchisor will have the right to enter upon the premises, without being guilty of trespass or any other crime or tort, to make or cause such changes to be made, at Franchisee's expense.

(10) At Franchisor's option, assign to Franchisor all rights to the telephone numbers of the Franchise Business and any related business listings and execute all forms and documents required by Franchisor and any telephone company at any time to transfer such service and numbers to Franchisor. Franchisee must thereafter use different telephone numbers at or in connection with any subsequent business conducted by Franchisee.

B. Additional Franchisor Options. In addition to its options under Sections 18.A.(9) and (10), Franchisor will have the following options, to be exercised within thirty (30) days after termination or expiration of this Agreement:

(1) Franchisor will have the option to purchase from Franchisee any or all of the furnishings, equipment, signs, fixtures, supplies, materials and other assets related to the operation of the Franchise Business, at fair market value. In addition, if Franchisee owns the land upon which the Studio is located, Franchisor will have the further option to purchase the land, including any building on the land used for the operation of the Studio, for the fair market value of the land and building. If Franchisee does not own the land, Franchisor may nevertheless exercise this option for the purpose of purchasing any building owned by Franchisee and used in the operation of the Studio.

(2) With respect to Franchisor's options under Section 18.B.(1), Franchisor will purchase assets only and will assume no liabilities, unless otherwise agreed in writing by the parties. If the parties cannot agree on the fair market value of the assets within thirty (30) days of Franchisor's exercise of its option, fair market value will be determined by three appraisers. Each party will select one appraiser, and those two appraisers will select a third appraiser. The average of the determinations of the three appraisers will be binding. In the event of an appraisal, each party will bear its own legal and other costs and will divide the appraisal fees equally. The purchase price must be paid in cash; provided, that Franchisor will have the right to set off from the purchase price **(i)** all fees due from Franchisee for any appraisal conducted hereunder, **(ii)** all amounts due from Franchisee to Franchisor or any of its Affiliates, and **(iii)** any costs incurred in connection with any escrow arrangement (including reasonable legal fees and costs).

(3) Closing of the purchase and sale of the properties described above will occur not later than thirty (30) days after the purchase price is determined, unless the parties mutually agree to designate another date. At closing, Franchisee must deliver to Franchisor, in a form satisfactory to Franchisor, such warranties, deeds, releases of lien, bills of sale, assignments, and such other documents and instruments which Franchisor deems necessary in order to perfect Franchisor's title and possession in and to the properties being purchased and to meet the requirements of all tax and government authorities. If, at the time of closing, Franchisee has not obtained all necessary documents, instruments, or third party consents, Franchisor may, in its sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents. Closing will take place at Franchisor's corporate offices or at such other location as the parties may agree.

C. Assignment of Franchisor Rights. Franchisor will be entitled to assign any and all of its options in this Section 18. to any other party, without the consent of Franchisee.

19. MISCELLANEOUS

A. Notices. Any and all notices required or permitted under this Agreement must be in writing and must be personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by electronic mail, provided that such electronic mail provides a read receipt evidencing receipt, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:	F45 Training Incorporated Attention: Legal 3601 South Congress Ave Building E Austin, Texas 78704 Telephone: 737-787-1955 Email: legal@f45training.com
Notices to Franchisee and Principals:	As set forth in **Item 15** of the **Summary Addendum**

Any notice will be deemed to have been given at the time of personal delivery or, in the case of expedited delivery service, on the next Business Day, or, in the case of registered or certified mail, three Business Days after the date and time of mailing, or, in the case of electronic mail, upon transmission (provided confirmation is sent by expedited delivery service or registered or certified mail as provided above).

B. Entire Agreement. This Agreement, the documents referred to herein, and the Attachments and Addenda hereto, constitute the entire, full, and complete agreement between Franchisor and Franchisee and the Principals concerning the subject matter hereof and supersede all prior related agreements; provided, however, that nothing in this or any related agreement disclaims or requires Franchisee to waive reliance on any representation that Franchisor made in the most recent franchise disclosure document (including its exhibits and amendments) that Franchisor delivered to Franchisee or Franchisee's representative, subject to any agreed-upon changes to the contract terms and conditions described in that franchise disclosure document and reflected in this Agreement (including any riders or addenda signed at the time of this Agreement). Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

C. No Waiver. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee or the Principals

under this Agreement will constitute a waiver by Franchisor to enforce any such right, option, duty, or power against Franchisee or the Principals, or as to a subsequent breach or default by Franchisee or the Principals.

D. Approval or Consent. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee must make a timely written request to Franchisor, and such approval or consent must be obtained in writing. No waiver, approval, consent, advice, or suggestion given to Franchisee, and no neglect, delay, or denial of any request therefor, will constitute a warranty or guaranty by Franchisor, nor does Franchisor assume any liability or obligation to Franchisee or any third party as a result thereof.

E. Force Majeure. Upon the occurrence of an event that may constitute a Force Majeure, the party affected thereby must give prompt notice thereof to the other party, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected, and a plan for resuming operation under the Agreement, which the party must promptly undertake and maintain with due diligence. Such affected party will be liable for failure to give timely notice only to the extent of damage actually caused. Franchisor, acting reasonably, reserves the right to determine if an event constitutes an event of Force Majeure. If an event of Force Majeure occurs, neither party will be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure but only for the duration of such event, as determined by the Franchisor acting reasonably. Notwithstanding any other provision of this Agreement, neither party is excused from any obligation to pay monies owed because of an event of Force Majeure. The occurrence of a Force Majeure will not provide the Franchisee a right to terminate the Agreement.

F. Severability. Except as expressly provided to the contrary herein, each portion, section, part, term, and provision of this Agreement will be considered severable; and if, for any reason, any portion, section, part, term, or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such invalidity, contradiction, or conflict will not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms, or provisions of this Agreement that may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms, or provisions will be deemed not to be part of this Agreement; and there will be automatically added such portion, section, part, term, or provision as similar as possible to that which was severed which will be valid and not contrary to or in conflict with any law or regulation.

G. MEDIATION. EXCEPT FOR ACTIONS WHICH THE FRANCHISOR MAY BRING IN ANY COURT OF COMPETENT JURISDICTION (i) FOR MONIES OWED, (ii) FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF, OR (iii) INVOLVING THE POSSESSION OR DISPOSITION OF, OR OTHER RELIEF RELATING TO, REAL PROPERTY, THE MARKS OR THE CONFIDENTIAL INFORMATION, THE PARTIES AGREE TO SUBMIT ANY CLAIM, CONTROVERSY OR DISPUTE BETWEEN FRANCHISOR OR ANY OF ITS AFFILIATES (AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND/OR EMPLOYEES) AND FRANCHISEE (AND FRANCHISEE'S AGENTS, REPRESENTATIVES AND/OR EMPLOYEES, AS APPLICABLE) ARISING OUT OF OR RELATED TO (a) THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN FRANCHISOR AND FRANCHISEE OR THEIR RESPECTIVE AFFILIATES, (b) FRANCHISOR'S RELATIONSHIP WITH FRANCHISEE, (c) THE VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN FRANCHISOR OR FRANCHISEE OR THEIR RESPECTIVE AFFILIATES, OR (d) ANY SYSTEM STANDARD, TO MEDIATION PRIOR TO BRINGING SUCH CLAIM, CONTROVERSY, OR DISPUTE IN A COURT OR BEFORE ANY OTHER TRIBUNAL. THE MEDIATION WILL BE CONDUCTED BY EITHER AN INDIVIDUAL MEDIATOR OR A MEDIATOR APPOINTED BY A MEDIATION SERVICES ORGANIZATION OR BODY EXPERIENCED IN THE MEDIATION OF DISPUTES BETWEEN

FRANCHISORS AND FRANCHISEES, AS AGREED UPON BY THE PARTIES AND, FAILING SUCH AGREEMENT WITHIN A REASONABLE PERIOD OF TIME (NOT TO EXCEED 15 DAYS) AFTER EITHER PARTY HAS NOTIFIED THE OTHER OF ITS DESIRE TO SEEK MEDIATION, BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS RULES GOVERNING MEDIATION. MEDIATION WILL BE HELD AT FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS AT THE TIME THE ACTION IS COMMENCED. THE COSTS AND EXPENSES OF MEDIATION, INCLUDING THE COMPENSATION AND EXPENSES OF THE MEDIATOR (BUT EXCLUDING ATTORNEYS' FEES AND COSTS INCURRED BY EITHER PARTY), WILL BE BORNE BY THE PARTIES EQUALLY. IF THE PARTIES ARE UNABLE TO RESOLVE THE CLAIM, CONTROVERSY OR DISPUTE WITHIN NINETY (90) DAYS AFTER THE MEDIATOR HAS BEEN CHOSEN, THEN, UNLESS SUCH TIME PERIOD IS EXTENDED BY WRITTEN AGREEMENT OF THE PARTIES, EITHER PARTY MAY BRING A LEGAL PROCEEDING UNDER SECTION 19.H.

H. JURISDICTION AND VENUE. FOR ANY CLAIMS, CONTROVERSIES, OR DISPUTES WHICH ARE NOT FINALLY RESOLVED THROUGH MEDIATION AS PROVIDED ABOVE, FRANCHISEE AND THE PRINCIPALS HEREBY IRREVOCABLY SUBMIT THEMSELVES TO THE JURISDICTION OF THE STATE AND THE FEDERAL DISTRICT COURTS LOCATED IN THE STATE, COUNTY, OR JUDICIAL DISTRICT IN WHICH THE FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED AT THE TIME THE CLAIM IS BROUGHT. FRANCHISEE AND THE PRINCIPALS HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION FOR THE PURPOSE OF CARRYING OUT THIS PROVISION AND AGREE THAT SERVICE OF PROCESS MAY BE MADE UPON ANY OF THEM IN ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY BY ANY MEANS ALLOWED BY TEXAS OR FEDERAL LAW. FRANCHISEE AND THE PRINCIPALS FURTHER AGREE THAT VENUE FOR ANY SUCH PROCEEDING MUST BE THE COUNTY OR JUDICIAL DISTRICT IN WHICH FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED AT THE TIME THE ACTION IS COMMENCED; PROVIDED, THAT FRANCHISOR MAY BRING ANY ACTION (i) FOR MONIES OWED, (ii) FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF OR (iii) INVOLVING POSSESSION OR DISPOSITION OF, OR OTHER RELIEF RELATING TO, REAL PROPERTY, THE MARKS, OR THE CONFIDENTIAL INFORMATION, IN ANY STATE OR FEDERAL DISTRICT COURT WHICH HAS JURISDICTION.

I. GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED AND CONSTRUED UNDER TEXAS LAW (EXCEPT FOR TEXAS CONFLICT OF LAW RULES).

J. MUTUAL ACKNOWLEDGMENTS. THE PARTIES ACKNOWLEDGE THAT THEIR AGREEMENT REGARDING APPLICABLE STATE LAW AND FORUM SET FORTH ABOVE PROVIDE EACH OF THEM WITH THE MUTUAL BENEFIT OF UNIFORM INTERPRETATION OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR THE PARTIES' RELATIONSHIP CREATED BY THIS AGREEMENT. EACH PARTY FURTHER ACKNOWLEDGES THE RECEIPT AND SUFFICIENCY OF MUTUAL CONSIDERATION FOR SUCH BENEFIT. IN ADDITION, THE PARTIES ACKNOWLEDGE THAT THE EXECUTION OF THIS AGREEMENT AND ACCEPTANCE OF THE TERMS BY THE PARTIES OCCURRED IN AUSTIN, TEXAS, AND FURTHER ACKNOWLEDGE THAT THE PERFORMANCE OF CERTAIN OBLIGATIONS OF FRANCHISEE ARISING UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF MONIES DUE HEREUNDER AND THE SATISFACTION OF CERTAIN TRAINING REQUIREMENTS OF FRANCHISOR, WILL OCCUR IN AUSTIN, TEXAS.

K. DAMAGES WAIVER. FRANCHISEE AND THE PRINCIPALS HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) AGAINST FRANCHISOR, ITS AFFILIATES, AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SERVANTS AND EMPLOYEES OF EACH OF THEM, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES, ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) AND AGREE THAT IN THE EVENT OF A DISPUTE, FRANCHISEE AND THE PRINCIPALS WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY THEM. IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) WILL CONTINUE IN FULL FORCE AND EFFECT.

L. JURY WAIVER. IN ANY LITIGATION BETWEEN THE PARTIES FOUNDED UPON OR ARISING FROM THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL WILL OCCUR WITHOUT A JURY.

M. BUSINESS JUDGMENT. FRANCHISEE, PRINCIPALS, AND FRANCHISOR ACKNOWLEDGE THAT VARIOUS PROVISIONS OF THIS AGREEMENT SPECIFY CERTAIN MATTERS THAT ARE WITHIN THE DISCRETION OR JUDGMENT OF FRANCHISOR OR ARE OTHERWISE TO BE DETERMINED UNILATERALLY BY FRANCHISOR. IF THE EXERCISE OF FRANCHISOR'S DISCRETION OR JUDGMENT AS TO ANY SUCH MATTER IS SUBSEQUENTLY CHALLENGED, THE PARTIES TO THIS AGREEMENT EXPRESSLY DIRECT THE TRIER OF FACT THAT FRANCHISOR'S RELIANCE ON A BUSINESS REASON IN THE EXERCISE OF ITS DISCRETION OR JUDGMENT IS TO BE VIEWED AS A REASONABLE AND PROPER EXERCISE OF SUCH DISCRETION OR JUDGMENT, WITHOUT REGARD TO WHETHER OTHER REASONS FOR ITS DECISION MAY EXIST AND WITHOUT REGARD TO WHETHER THE TRIER OF FACT WOULD INDEPENDENTLY ACCORD THE SAME WEIGHT TO THE BUSINESS REASON.

N. LIMITATIONS OF CLAIMS. EXCEPT FOR CLAIMS BROUGHT BY FRANCHISOR WITH REGARD TO (i) ANY MISREPRESENTATION OR OMISSION MADE BY FRANCHISEE OR ITS PRINCIPALS UNDER THIS AGREEMENT OR IN ANY APPLICATION THEREFOR, (ii) FRANCHISEE'S OBLIGATIONS TO PROTECT FRANCHISOR'S CONFIDENTIAL INFORMATION, OR (iii) FRANCHISEE'S OBLIGATIONS TO INDEMNIFY FRANCHISOR PURSUANT TO SECTION 15., ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF FRANCHISEE AND FRANCHISOR PURSUANT TO THIS AGREEMENT WILL BE BARRED UNLESS AN ACTION IS COMMENCED WITHIN TWO YEARS FROM THE DATE ON WHICH THE ACT OR EVENT GIVING RISE TO THE CLAIM OCCURRED, OR TWO (2) YEARS FROM THE DATE ON WHICH FRANCHISEE OR FRANCHISOR KNEW OR SHOULD HAVE KNOWN, IN THE EXERCISE OF REASONABLE DILIGENCE, OF THE FACTS GIVING RISE TO SUCH CLAIMS, WHICHEVER OCCURS FIRST.

O. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which when so executed will be an original, and all of which will constitute one and the same instrument.

P. Headings. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions will not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor will such captions otherwise be given any legal effect.

Q. Survival. Any obligation of Franchisee or the Principals that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee or the Principals therein, will be deemed to survive such termination, expiration or transfer. Without limitation of the foregoing, the provisions of Sections 19.H. and 19.I. are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

R. Gender. All references herein to the masculine, neuter, or singular will be construed to include the masculine, feminine, neuter, or plural, where applicable. Without limiting the obligations individually undertaken by the Principals under this Agreement, all acknowledgments, promises, covenants, agreements, and obligations made or undertaken by Franchisee in this Agreement will be deemed, jointly and severally, undertaken by all of the Principals.

S. Remedies Cumulative. All rights and remedies of the parties to this Agreement are cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of its Affiliates, and Franchisor or any of its Affiliates. The rights and remedies of the parties to this Agreement will be continuing and will not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination, or exercise of Franchisor's rights pursuant to Section 17. of this Agreement will not discharge or release Franchisee or any of the Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement. Additionally, Franchisee and the Principals will pay all court costs and reasonable attorneys' fees and costs incurred by Franchisor in obtaining any remedy available to Franchisor for any violation of this Agreement.

T. No Third Party Beneficiary. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor will it be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officers, directors, and personnel and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, authorized by Section 14.), any rights or remedies under or as a result of this Agreement.

U. Further Assurances. The parties will promptly execute and deliver such further documents and take such further action as may be necessary in order to effectively carry out the intent and purposes of this Agreement.

V. Agreement Effective Upon Execution by Franchisor. This Agreement will not become effective until signed by an authorized representative of Franchisor.

20. FRANCHISEE'S ACKNOWLEDGMENTS

A. Independent Investigation. Franchisee acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that the success of this business venture involves substantial business risks and will largely depend upon the ability of Franchisee. Franchisor expressly disclaims making, and Franchisee acknowledges that it has not received or relied on, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

B. Consultation with Advisors. Franchisee acknowledges that Franchisee has received, read and understands this Agreement and the related Attachments and agreements and that Franchisor has afforded Franchisee sufficient time and opportunity to consult with advisors selected by Franchisee about the potential benefits and risks of entering into this Agreement.

C. FTC Rule Compliance. Franchisee acknowledges that it received a complete copy of Franchisor's disclosure document required by the Federal Trade Commission's Franchise Trade Regulation Rule (16 C.F.R. Part 436) and applicable state laws within the time period required by applicable law.

D. No Reliance. Franchisee is relying solely on Franchisor, and not on any affiliated entities or parent companies related to Franchisor, with regard to Franchisor's financial and other obligations under this Agreement, and no employee or other person speaking on behalf of, or otherwise representing, Franchisor has made any statement or promise to the effect that Franchisor's affiliated entities or parent companies guarantee Franchisor's performance or financially back Franchisor.

E. Designees. Franchisee acknowledges that Franchisor has the right to delegate certain of its obligations under this Agreement to designees, agents (who may be an unaffiliated third party), or employees ("**Designees**"). Franchisee agrees to deal directly with any Designee as Franchisor's agent; provided, however, that if the directions or instructions that Franchisee receives from any Designee are inconsistent with or contrary to, any directions or instructions that Franchisee receives from Franchisor, Franchisee will follow Franchisor's directions and/or instructions. Franchisee further acknowledges that Franchisee will have no contractual relationship with Designee(s) by virtue of Franchisor's delegation of certain of its obligations to Designee(s).

21. CERTAIN DEFINITIONS

A. An "**Affiliate**" of a named person is any person or entity that is controlled by, controlling or under common control with such named person.

B. "**Brand Fund**" means the advertising fund described in Section 8.E. of this Agreement.

C. "**Business Day**" means any day other than Saturday, Sunday or the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

D. "**Confidential Information**" means any confidential information, knowledge or know--how concerning the methods of establishing and operating the Franchise Business which may be communicated to Franchisee or any of the Principals or of which they may be apprised under this Agreement. Any and all information, knowledge, know-how, techniques and any materials used in or related to the System which Franchisor provides to Franchisee in connection with this Agreement will be deemed confidential for the purposes of this Agreement.

E. "**Cooperative**" means an advertising cooperative, as described in Section 8.D. of this Agreement.

F. "**Controlling Interest**" means **(a)** if Franchisee is a corporation, that the Principals, either individually or cumulatively, **(i)** directly or indirectly own at least 51% of the shares of each class of Franchisee's issued and outstanding capital stock and **(ii)** be entitled, under its governing documents and under any agreements among the shareholders, to cast a sufficient number of votes to require such corporation to take or omit to take any action which such corporation is required to take or omit to take under this Agreement, or **(b)** if Franchisee is a partnership, that the Principals **(i)** own at least 51% interest in the operating profits and operating losses of the partnership as well as at least 51% ownership interest in the partnership (and at least 51% interest in the shares of each class of capital stock of any corporate general partner) and **(ii)** be entitled under its partnership agreement or applicable law to act on behalf of the partnership without the approval or consent of any other partner or be able to cast a sufficient number of

votes to require the partnership to take or omit to take any action which the partnership is required to take or omit to take under this Agreement.

G. "**General Manager**" means a qualified individual who meets the requirements in Section 6.F. of this Agreement but who is not required to own an interest in Franchisee, designated by Franchisee and approved by Franchisor to supervise the operations of Franchisee's Franchise Business.

H. "**Force Majeure**" means acts of God, strikes, lockouts or other industrial disturbances, war, terrorism, riot, epidemic, fire, a taking of the Franchisee's Location by eminent domain or by any governmental authority, or other catastrophe or other forces beyond Franchisee's control.

I. "**Gross Sales**" means the total selling price of all services, except for the Approved Services specifically identified by the Franchisor as not being included in Gross Sales, and products and all income of every other kind and nature related to the Studio, including, without limitation, income from the sale of products and services over the Internet, whether for cash or credit and regardless of collection in the case of credit, but expressly excluding the following:

(1) Sums representing sales taxes collected directly from Members, based upon present or future laws of federal, state, or local governments, collected by Franchisee in the operation of the Studio, and any other tax, excise, or duty which is levied or assessed against Franchisee by any federal, state, municipal or local authority, based on sales of specific merchandise sold at or from the Studio, provided that such taxes are actually transmitted to the appropriate taxing authority;

(2) Tips or gratuities paid directly by Studio Members to employees of Franchisee or paid to Franchisee and then turned over to such employees by Franchisee in lieu of direct tips or gratuities;

(3) Returns to shippers or manufacturers; and

(4) Proceeds from isolated sales of trade fixtures not constituting any part of Franchisee's products and services offered for resale at the Studio or having any material effect upon the ongoing operation of the Studio required under this Agreement.

Franchisor may, from time to time, authorize certain other items to be excluded from Gross Sales. Any such permission may be revoked or withdrawn at any time in writing by Franchisor in its discretion. The following are included within the definition of "Gross Sales" described except as noted below:

(a) The full value of Studio products or services, except for the Approved Services specifically identified by the Franchisor as being excluded from Gross Sales, furnished to Franchisee's employees as an incident to their employment, except that the value of any discounts extended to such employees may be credited against Gross Sales during the month in which the products or services were furnished for the purpose of determining the amount of Gross Sales upon which the royalty fee is due; and

(b) All proceeds from the sale of coupons, gift cards, gift certificates or vouchers, including amounts paid directly to Franchisee by third party marketing companies (e.g., Groupon) for similar payment devices; provided, that at the time such coupons, gift cards, gift certificates or vouchers are redeemed the retail price for the services provided in exchange for such coupons, gift cards, gift certificates, or vouchers will not be included in Gross Sales. If sales proceeds are not recorded and reported for royalty purposes at the time the coupon, gift card, gift certificate or voucher is sold, or if such coupons, gift cards, gift certificates or vouchers are distributed free of charge, the retail price for the services provided in exchange for such coupons, gift cards, gift certificates, or vouchers will be included in Gross Sales.

J. "**Gross Sales Report**" means the report due on the first day of each month during the Term of this Agreement, itemizing, in the form and manner Franchisor reasonably requires (including electronic form), the Gross Sales of the Franchise Business for the preceding month.

K. "**Internet**" means a global computer-based communications network.

L. "**Intranet**" means a restricted global computer-based communications network.

M. "**Manuals**" means Franchisor's Confidential Operations Manuals, written mandatory and suggested directives and any other manuals and written materials as Franchisor develops for use in the System, as revised by Franchisor from time to time.

N. "**Members**" means individuals who have entered into an agreement with Franchisee for the purpose of using Franchisee's Franchise Business and participating in or purchasing Franchise Business services.

OP. "**Membership Fees**" means the fees an individual must pay Franchisee to become a Member, whether temporary, month-to-month, or annual fees.

P. "**Opening Date**" means the date the Studio opens for business to the public.

Q. "**Principals**" includes, collectively and individually, Franchisee's spouse, all officers and directors of Franchisee (including the officers and directors of any general partner of Franchisee) whom Franchisor designates as Franchisee's Principals, and all holders of an ownership interest in Franchisee and of any entity directly or indirectly controlling Franchisee.

R. "**Protected Area**" means the geographic area assigned to Franchisee, in Franchisor's sole discretion, upon the acquisition of the Location and as described in any writing issued by Franchisor, exclusive of any Reserved Area, within which Franchisee will be afforded the protections described in Section 1.B. of this Agreement. If Franchisor does not define the Protected Area in writing as described above, then the Designated Area will automatically become the Protected Area as set forth in **Item 19** of the **Summary Addendum**.

S. "**Publicly-held Corporation**" is a corporation registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or a corporation subject to the requirements of Section 15(d) of such Act.

T. "**Reserved Area**" means any office buildings/campuses; military bases and posts; airports; and hotels, resorts, and other lodging facilities, regardless of where located.

U. "**Software Programs**" means the proprietary or other software programs developed or acquired by or on behalf of Franchisor for use by Franchise Businesses.

V. "**Taxes**" means any present or future taxes, levies, imposts, duties, or other charges of whatsoever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the franchised business, the payment of monies, or the exercise of rights granted pursuant to this Agreement, except taxes imposed on or measured by Franchisor's net income.

W. "**Term**" means the combined length of the Initial Term and each Renewal Term.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date indicated below.

FRANCHISOR:	**FRANCHISEE:**
F45 Training Incorporated a Delaware corporation	The party named in **Item 2** of the **Summary Addendum**
By: _____	By: _____
Name: Tom Dowd	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

STATE-SPECIFIC AMENDMENTS TO THE F45 TRAINING INCORPORATED FRANCHISE AGREEMENT

1. California

2. Hawaii

3. Illinois

4. Maryland

5. Minnesota

6. New York

7. North Dakota

8. Rhode Island

9. Virginia

10. Washington

AMENDMENT TO THE F45 TRAINING INCORPORATED FRANCHISE AGREEMENT

FOR THE STATE OF CALIFORNIA

The F45 Training Incorporated Franchise Agreement between the party named in Item 2 of the Summary Addendum ("**Franchisee**" or "**You**") and F45 Training Incorporated ("**Franchisor**") dated on the date set out in Item 1 of the Summary Addendum ("**Agreement**") will be amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Business Oversight requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 *et seq*., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq* (collectively, the "**Act**"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. California Business and Professions Code Sections 20000 through 20043 provides rights to Franchisee concerning termination, transfer, or non-renewal of a franchise. If the Agreement contains a provision that is inconsistent with California law, California law will control.

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

c. The Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

d. The Agreement requires application of the laws of Texas. This provision may not be enforceable under California law.

e. 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.

2. Each provision of this Amendment is effective only to the extent that the jurisdictional requirements of the Act, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

(Signature page is the next page.)

IN WITNESS WHEREOF, Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates set forth below.

FRANCHISOR:	**FRANCHISEE:**
F45 Training Incorporated a Delaware corporation	The party named in Item 2 of the Summary Addendum
By: _____	By: _____
Name: Tom Dowd	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

AMENDMENT TO THE F45 TRAINING INCORPORATED FRANCHISE AGREEMENT

FOR THE STATE OF HAWAII

The F45 Training Incorporated Franchise Agreement between the party named in Item 2 of the Summary Addendum ("**Franchisee**" or "**You**") and F45 Training Incorporated ("**Franchisor**") dated on the date set out in Item 1 of the Summary Addendum ("**Agreement**") will be amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

HAWAII LAW MODIFICATIONS

1. The Hawaii Department of Commerce and Consumer Affaire requires that certain provisions contained in franchise documents be amended to be consistent with Hawaii law, including the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 ("**Law**"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. 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.

2. Each provision of this Amendment is effective only to the extent that the jurisdictional requirements of the Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates set forth below.

FRANCHISOR:	**FRANCHISEE:**
F45 Training Incorporated a Delaware corporation	The party named in Item 2 of the Summary Addendum
By: _____	By: _____
Name: Tom Dowd	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

AMENDMENT TO THE F45 TRAINING INCORPORATED FRANCHISE AGREEMENT

FOR THE STATE OF ILLINOIS

The F45 Training Incorporated Franchise Agreement between the party named in Item 2 of the Summary Addendum ("**Franchisee**" or "**You**") and F45 Training Incorporated ("**Franchisor**") dated on the date set out in Item 1 of the Summary Addendum ("**Agreement**") will be amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 815 ILCS 705/1 *et seq* ("**Act**"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Paragraphs 705/19 and 705/20 of the Act provide rights to You concerning nonrenewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. Any release of claims or acknowledgments of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation, or action that would violate the Act, or a rule or order under the Act, will be void and are hereby deleted with respect to claims under the Act.

c. If the Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims under the Act.

d. If the Agreement requires that it be governed by a state's law, other than the state of Illinois, to the extent that such law conflicts with the Act, the Act will control.

e. Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

f. 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.

2. Each provision of this Amendment is effective only to the extent that the jurisdictional requirements of the Act, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

(Signature page is the next page.)

IN WITNESS WHEREOF, Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates set forth below.

FRANCHISOR:
F45 Training Incorporated
a Delaware corporation

By: _____

Name: Tom Dowd

Title: Chief Executive Officer

Date: _____

FRANCHISEE:
The party named in Item 2
of the Summary Addendum

By: _____

Name: _____

Title: _____

Date: _____

AMENDMENT TO THE F45 TRAINING INCORPORATED FRANCHISE AGREEMENT

FOR THE STATE OF MARYLAND

The F45 Training Incorporated Franchise Agreement between the party named in Item 2 of the Summary Addendum ("**Franchisee**" or "**You**") and F45 Training Incorporated ("**Franchisor**") dated on the date set out in Item 1 of the Summary Addendum ("**Agreement**") will be amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, MD. ANN. CODE, BUS. REG., §§ 14-201 *et seq.* (2015 Repl. Vol.) ("**Law**"). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Any release required as part of the Agreement or as a condition of the sale, renewal, assignment, or transfer of the franchise will not apply to any liability under the Law.

b. Any acknowledgments or representations of Franchisee made in the Agreement which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Law are not intended to nor will they act as a release, estoppel, or waiver of any liability incurred under the Law.

c. Any requirement that litigation be conducted in a forum other than the State of Maryland will not be interpreted to limit any rights Franchisee may have under the Law to bring suit in the State of Maryland.

d. The limitation on the period of time mediation and/or litigation claims must be brought will not act to reduce the 3-year statute of limitations afforded Franchisee for bringing a claim arising under the Law. Any claims arising under the Law must be brought within 3 years after the grant of the franchise.

e. 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.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

(Signature page is the next page.)

IN WITNESS WHEREOF, Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates set forth below.

FRANCHISOR:	**FRANCHISEE:**
F45 Training Incorporated a Delaware corporation	The party named in Item 2 of the Summary Addendum
By: _____	By: _____
Name: Tom Dowd	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

AMENDMENT TO THE F45 TRAINING INCORPORATED FRANCHISE AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF MINNESOTA

The F45 Training Incorporated Franchise Agreement between the party named in Item 2 of the Summary Addendum ("**Franchisee**" or "**You**") and F45 Training Incorporated ("**Franchisor**") dated on the date set out in Item 1 of the Summary Addendum ("**Agreement**") will be amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

MINNESOTA LAW MODIFICATIONS

1 The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80C.01 *et seq*., and with the rules and regulations promulgated thereunder (collectively, "**Franchise Act**"). To the extent the Agreement/and or disclosure document contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires Franchisor to indemnify Franchisee against liability to third parties for infringement resulting from Franchisee's use of the trademarks licensed under the Agreement to the extent required by Minnesota law. Franchisor will not indemnify Franchisee against third-party liability for trademark infringement. Requirements imposed under the Minnesota Franchises Act will supersede inconsistent provisions contained in the Agreement.

b. Sec. 80C.14, Subd. 4 of the Franchise Act requires, except in certain specified instances, that Franchisor give Franchisee written notice of our intention not to renew the franchise 180 days before the franchise expires. Requirements imposed under the Minnesota Franchises Act will supersede inconsistent provisions contained in the Agreement.

c. Sec. 80C.14, Subd. 3 of the Franchise Act requires, except in certain specified instances, that we give you 90 days notice of termination (with 60 days to cure). Requirements imposed under the Minnesota Franchises Act will supersede inconsistent provisions contained in the Agreement.

d. To the extent Franchisee is required to execute a general release in Franchisor's favor, such release will exclude liabilities arising under the Franchise Act or a rule or any order promulgated thereunder.

e. If the Agreement requires that it be governed by the laws of a state other than the state of Minnesota, or if the Agreement requires arbitration or mediation, those provisions will not in any way abrogate or reduce any rights of Franchisee, as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

f. Any provision that requires Franchisee to consent to a claims period that differs from the applicable statute of limitations period under Minn. Stat § 80C.17, Subd. 5. may not be enforceable under Minnesota.

g. 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.

2. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, including Franchisee's rights to any procedure, forum, or remedies provided for in such law.

5. All sections of the Agreement referencing Franchisor's right to obtain injunctive relief are hereby amended to refer to Franchisor's right to seek to obtain.

6. Each provision of this Agreement will be effective only to the extent that the jurisdictional requirements of Minnesota law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates set forth below.

FRANCHISOR:	**FRANCHISEE:**
F45 Training Incorporated a Delaware corporation	The party named in Item 2 of the Summary Addendum
By: _____	By: _____
Name: Tom Dowd	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

AMENDMENT TO THE F45 TRAINING INCORPORATED FRANCHISE AGREEMENT

FOR THE STATE OF NEW YORK

The F45 Training Incorporated Franchise Agreement between the party named in Item 2 of the Summary Addendum ("**Franchisee**" or "**You**") and F45 Training Incorporated ("**Franchisor**") dated on the date set out in Item 1 of the Summary Addendum ("**Agreement**") will be amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

NEW YORK LAW MODIFICATIONS

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 ("**Law**"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation, or action that would violate the Law, regulation, rule, or order under the Law, such release will exclude claims arising under the Law and the regulations promulgated thereunder, and such acknowledgments will be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

   b. If the Agreement requires that it be governed by the law of a state, other than the state of New York, the choice of law provision will not be considered to waive any rights conferred upon Franchisee under the Law.

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Law, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates set forth below.

FRANCHISOR:	**FRANCHISEE:**
F45 Training Incorporated a Delaware corporation	The party named in Item 2 of the Summary Addendum
By: _____	By: _____
Name: Tom Dowd	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

AMENDMENT TO THE F45 TRAINING INCORPORATED FRANCHISE AGREEMENT

FOR THE STATE OF NORTH DAKOTA

The F45 Training Incorporated Franchise Agreement between the party named in Item 2 of the Summary Addendum ("**Franchisee**" or "**You**") and F45 Training Incorporated ("**Franchisor**") dated on the date set out in Item 1 of the Summary Addendum ("**Agreement**") will be amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

NORTH DAKOTA LAW MODIFICATIONS

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

d. If the Agreement requires that it be governed by the law of a state, other than the State of North Dakota, to the extent that such law conflicts with North Dakota Law, North Dakota Law will control.

e. If the Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.

f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

g. Any provision that provides that the parties waive their right to a jury trial may not be enforceable under North Dakota law.

h. Any provision that provides that the Franchisee consent to a waiver of punitive and exemplary damages may not be enforceable under North Dakota Law.

i. Any provision that requires the Franchisee to consent to a claims period that differs from the applicable statute of limitations period under North Dakota Law may not be enforceable under North Dakota Law.

j. 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.

k. 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.

l. 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.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates set forth below.

FRANCHISOR:	**FRANCHISEE:**
F45 Training Incorporated a Delaware corporation	The party named in Item 2 of the Summary Addendum
By: _____	By: _____
Name: Tom Dowd	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

AMENDMENT TO THE F45 TRAINING INCORPORATED FRANCHISE AGREEMENT

FOR THE STATE OF RHODE ISLAND

The F45 Training Incorporated Franchise Agreement between the party named in Item 2 of the Summary Addendum ("**Franchisee**" or "**You**") and F45 Training Incorporated ("**Franchisor**") dated on the date set out in Item 1 of the Summary Addendum ("**Agreement**") will be amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. §§ 19-28.1-1 to 19-28.1-34. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void with respect to any claims brought under Rhode Island Franchise Investment Act Sec. 19-28.1-14.

b. If this Agreement requires that it be governed by a state's law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Section 19-28.1-14.

c. If the Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates set forth below.

FRANCHISOR:	**FRANCHISEE:**
F45 Training Incorporated a Delaware corporation	The party named in Item 2 of the Summary Addendum
By: _____	By: _____
Name: Tom Dowd	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

AMENDMENT TO THE F45 TRAINING INCORPORATED FRANCHISE AGREEMENT

FOR THE STATE OF VIRGINIA

The F45 Training Incorporated Franchise Agreement between the party named in Item 2 of the Summary Addendum ("**Franchisee**" or "**You**") and F45 Training Incorporated ("**Franchisor**") dated on the date set out in Item 1 of the Summary Addendum ("**Agreement**") will be amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

VIRGINIA LAW MODIFICATIONS

1. The Virginia Division of Securities and Retail Franchising requires that certain provisions contained in franchise documents be amended to be consistent with Virginia law, including the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 ("**Act**"). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. "According 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 Franchising Act or the laws of Virginia, that provision may not be enforceable."

b. 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.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates set forth below.

FRANCHISOR:	**FRANCHISEE:**
F45 Training Incorporated a Delaware corporation	The party named in Item 2 of the Summary Addendum
By: _____	By: _____
Name: Tom Dowd	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

AMENDMENT TO THE F45 TRAINING INCORPORATED FRANCHISE AGREEMENT

FOR THE STATE OF WASHINGTON

The F45 Training Incorporated Franchise Agreement between the party named in Item 2 of the Summary Addendum ("**Franchisee**" or "**You**") and F45 Training Incorporated ("**Franchisor**") dated on the date set out in Item 1 of the Summary Addendum ("**Agreement**") will be amended by the addition of the following language, which will be considered an integral part of the Agreement ("**Amendment**"):

WASHINGTON LAW MODIFICATIONS

1. The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 to 19.100.940 ("**Act**"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Act provides rights to Franchisee concerning nonrenewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. If Franchisee is required in the Agreement to execute a release of claims, such release will exclude claims arising under the Act; except when the release is executed under a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel.

c. If there are provisions in the Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.

d. If the Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the state of Washington, the requirement may be unenforceable under Washington law. Arbitration involving a franchise purchased in the state of Washington, must either be held in the state of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

e. If the Agreement requires that it be governed by the law of a state, other than the state of Washington, and if there is a conflict between the law and the Act, the Act will control.

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

g. 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.

2. 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.

3. 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.

Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates set forth below.

FRANCHISOR:	**FRANCHISEE:**
F45 Training Incorporated a Delaware corporation	The party named in Item 2 of the Summary Addendum
By: _____	By: _____
Name: Tom Dowd	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

ATTACHMENT A

PRINCIPALS' GUARANTY AND ASSUMPTION AGREEMENT

1. This Principals' Guaranty and Assumption Agreement ("**Guaranty**") is given on the date set forth below by the undersigned in consideration of, and as an inducement to, F45 Training Incorporated ("**Franchisor**") entering into that certain Franchise Agreement dated on the date set out in **Item 1** of the **Summary Addendum** ("**Franchise Agreement**") with the party named in **Item 2** of the **Summary Addendum** ("**Franchisee**"). Each of the undersigned and any other parties who sign counterparts of this Guaranty (individually, "**Guarantor**"; collectively, "**Guarantors**") are Principals (as defined in the Agreement) of Franchisee and will receive material benefit from the execution of the Agreement by Franchisor.

2. Unless otherwise modified in **Item 20** of the **Summary Addendum**, which Franchisor is not obligated to modify, each Guarantor hereby personally and unconditionally guarantees to Franchisor and its successors and assigns that Franchisee will punctually perform its obligations and pay all amounts due under the Agreement, including, without limitation, amounts due for establishment fees, royalties, advertising expenditures, and purchases of equipment, materials, and supplies. If any modification is made to Guarantor's obligations, as described above, then, subject to Section 3. below, each Guarantor's aggregate, monetary liability under this Guaranty will be limited as follows:

a. an amount not to exceed the amount set out in **Item 20** of the **Summary Addendum**; plus

b. all legal costs incurred by Franchisor (on a full indemnity basis as described in Section 15. of the Franchise Agreement) as a result of:

(i) Franchisor having to enforce its rights under the Franchise Agreement or this Guaranty; and

(ii) Franchisor having to defend or bring a claim or action against a third party as a result of Franchisee breaching its obligations under the Franchise Agreement.

3. Each Guarantor hereby acknowledges and agrees that the limitation of liability described in Section 2. of this Guaranty does not apply with respect to any Claims by Franchisor against Franchisee, Guarantor, or any other party arising under or with respect to: **(i)** Section 9. of the Franchise Agreement; or **(ii)** Section 10. of the Franchise Agreement; nor does the limitation of liability amend or otherwise limit in any way any of Franchisee's obligations under the Franchise Agreement.

4. As used in this Guaranty, "**Claims**" means **(i)** any breach by Franchisee or Guarantor; **(ii)** against any person any allegation, action, demand, cause of action, suit proceeding, judgment, debt, damage, loss, cost, expense, or liability, whatsoever and howsoever arising, whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute, or otherwise.

5. Each Guarantor hereby waives:

a. acceptance and notice of acceptance by Franchisor of the foregoing undertakings; and

b. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

c. protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

d. any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

e. all rights to payments and claims for reimbursement or subrogation which he or she may have against Franchisee arising as a result of his or her execution of and performance under this guaranty by the undersigned (including by way of counterparts); and

f. any and all other notices and legal or equitable defenses to which he or she may be entitled.

6. Each Guarantor hereby consents and agrees that:

a. his or her direct and immediate liability under this Guaranty will be joint and several not only with Franchisee, but also among the Guarantors; and

b. he or she will render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; and

c. such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and

d. such liability will not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Franchise Agreement or by any extension of time, credit or other indulgence that Franchisor may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable throughout the term of the Franchise Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to Franchisor under the Franchise Agreement; and

e. Franchisee's written acknowledgment, accepted in writing by Franchisor, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Franchisee will be conclusive and binding on the undersigned as Guarantors.

7. Notwithstanding Section 2. of this Guaranty, each Guarantor also makes all of the covenants, representations, warranties, and agreements of the Principals set forth in the Franchise Agreement and is obligated to perform thereunder, including, without limitation, under Sections 6., 9., 10., 14., 15., 18., and 19.G. through 19.N. **SECTION 19.L. INCLUDES A JURY TRIAL WAIVER.**

8. If Franchisor is required to enforce this Guaranty in an administrative, judicial, or arbitration proceeding, and prevail in such proceeding, Franchisor will be entitled to reimbursement of Franchisor's costs and expenses, including, but not limited to, legal and accounting fees and costs, administrative, arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of an administrative, judicial or arbitration proceeding and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors will reimburse Franchisor for any of the above-listed costs and expenses incurred by Franchisor.

(Signature page is the next page.)

IN WITNESS WHEREOF, each Guarantor has hereunto affixed its signature on the same day and year as the Franchise Agreement was executed.

PRINCIPALS:

_____

Name: _____

_____

Name: _____

_____

Name: _____

_____

Name: _____

[Note to Franchisee: This document is a sample form only for use with your managers and employees with access to Confidential Information. You may use this form or choose to use your own form of agreement, provided that if you use your own form of agreement it must meet our standards and specifications. If you use this form, you should consult with your attorney to ensure that the terms of this agreement are enforceable within your state and make any necessary modifications. In some states, this agreement may only be enforceable to the extent permitted by state law. Further, in certain states, this form of agreement (including, but not limited to, the non-compete that is contained herein) may be unlawful as written, and could make you liable to pay damages, penalties and other compensation to your employees.]

ATTACHMENT B

CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE AGREEMENT

This Confidentiality Agreement and Ancillary Covenants Not to Compete Agreement ("**Agreement**") is made and entered into on the date Covenantor signs this Agreement between the franchisee of the F45 Studio named below ("**Franchisee**") and the person named below ("**Covenantor**") in connection with a franchise agreement between F45 Training Incorporated ("**Franchisor**") and Franchisee having the Effective Date set forth below ("**Franchise Agreement**"). Initially capitalized terms used, but not defined in this Agreement, have the meanings contained in the Franchise Agreement.

RECITALS

Franchisor has the right to use and license the use of a System for the establishment and operation of F45 Studios.

The System is identified by certain Marks including, the mark "F45 Studio," and includes certain Confidential Information which provides economic advantages to Franchisor and licensed users of the System.

Franchisor has granted Franchisee the right to operate a F45 Studio pursuant to the Franchise Agreement.

In connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the Confidential Information.

Franchisor and Franchisee have agreed on the importance of restricting the use, access and dissemination of the Confidential Information, and Franchisee therefore has agreed to obtain from Covenantor a written agreement protecting the Confidential Information and further protecting the System against unfair competition.

Covenantor acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

Confidentiality Agreement

1. Covenantor will, at all times, maintain the confidentiality of the Confidential Information and will use such Confidential Information only in the course of his or her employment by or association with Franchisee in connection with the operation of a F45 Studio under the Franchise Agreement.

2. Covenantor will not at any time make copies of any documents or compilations containing some or all of the Confidential Information without Franchisor's express written permission.

3. Covenantor will not at any time disclose or permit the disclosure of the Confidential Information except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the operation of the Studio.

4. Covenantor will surrender any material containing some or all of the Confidential Information to Franchisee or Franchisor, upon request, or upon termination of employment by Franchisee.

5. Covenantor will not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the System.

6. Covenantor acknowledges that all Manuals are loaned by Franchisor to Franchisee for limited purposes only and remain the property of Franchisor. Covenantor agrees that no Manuals may be reproduced, in whole or in part, without Franchisor's written consent.

Covenants Not to Compete

In order to protect the goodwill of the System, and in consideration for the disclosure of the Confidential Information to Covenantor, Covenantor agrees that, during the term of his or her association with or employment by Franchisee, and for a period of two years following the earlier of **(i)** the termination thereof, or **(ii)** the termination, expiration, or transfer of Franchisee's interest in the Franchise Agreement, Covenantor will not, without Franchisor's prior written consent or as permitted under valid Franchise Agreements for F45 Studios:

a. Directly or indirectly divert, or attempt to divert any business opportunity or customer of the Studio to any competitor; and

b. Directly or indirectly, for himself or through, on behalf of, or in conjunction with any other person, persons, partnership, corporation, limited liability company, or other association, or entity, own, maintain, operate, engage in or have any financial or beneficial interest in, advise, assist or make loans to, any business which is the same as or similar to a F45 Studio (including, without limitation, a fitness business or a business which offers exercise classes or physical training; gym services; crossfit or resistance training; yoga; pilates; cycling; Zumba® or other dance fitness classes; martial or mixed martial arts; boxing; fitness boot camps) or any business that offers prepared meals or protein or other nutritional supplements that are the same as or similar to the meals and supplements Franchisee is required under the Franchise Agreement to offer in connection with the Studio and which is, or is intended to be, located within the Protected Area or within a five-mile radius of any F45 Studio then in existence or under construction.

Principal's Undertaking

If Covenantor is also a Principal, as that term is defined in the Franchise Agreement, then Covenantor also makes all of the covenants, representations, warranties, and agreements of the Principals set forth in Sections 14., 15., and 19.G. through 19.N. of the Franchise Agreement and is obligated to perform thereunder.

Miscellaneous

1. Franchisee will make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.

2. Covenantor agrees that:

a. Each of the covenants herein contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The time periods relating to the obligations set forth in this Agreement will be tolled for any period of non-compliance.

b. Each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held

unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Covenantor will be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

c. In the event of a breach of this Agreement, Franchisor would be irreparably injured and without an adequate remedy at law and, therefore, upon any such breach or attempted breach of any provision hereof, Franchisor will be entitled, in addition to any other remedies which it may have at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

3. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees and costs) incurred by Franchisor and Franchisee in enforcing this Agreement.

4. Any failure by Franchisor or the Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor will not operate or be construed as a waiver of or consent to that breach of any subsequent breach by Covenantor.

5. THIS AGREEMENT IS GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO TEXAS CONFLICT OF LAW PRINCIPLES. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE AND FEDERAL DISTRICT COURTS LOCATED IN THE STATE, COUNTY OR JUDICIAL DISTRICT IN WHICH THE FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY TEXAS OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL BE THE COUNTY OR JUDICIAL DISTRICT IN WHICH THE FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

6. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FRANCHISOR, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE FRANCHISE AGREEMENT OR THIS AGREEMENT.

7. Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with Franchisee. Due to the importance of this Agreement to Franchisor and Franchisee, any claim Covenantor has against Franchisee or Franchisor is a separate matter and does not entitle Covenantor to violate or justify any violation of this Agreement.

8. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

9. Any and all notices required or permitted under this Agreement must be in writing and must be personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by electronic mail to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice must be addressed to:

c/o F45 Training Incorporated
Attention: Legal
3601 South Congress Ave
Building E
Austin, Texas 78704
Telephone: 737-787-1955
Email: legal@f45training.com

If directed to Franchisee, the notice must be addressed to:

_____
_____
_____
Attention:_____
Telephone: _____

If directed to Covenantor, the notice must be addressed to:

_____
_____
_____
Attention: _____
Telephone: _____

Any notice will be deemed to have been given at the time of personal delivery or, in the case of expedited delivery service on the next Business Day, or, in the case of or registered or certified mail, three Business Days after the date and time of mailing, or, in the case of electronic mail, upon transmission (provided confirmation is sent by expedited delivery service or registered or certified mail).

9. Franchisor and its successors and assigns will be third-party beneficiaries of this Agreement, with the full and independent right, at their option and in their sole discretion, to enforce this Agreement.

10. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and will inure to the benefit of its respective Affiliates, successors and assigns. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISEE:	**COVENANTOR:**
_____	_____
By: _____	_____
Name: _____	Name: _____
Title: _____	Signed as an Individual
Date: _____	Date: _____

Effective Date of Franchise Agreement:

_____

ATTACHMENT C

ELECTRONIC FUNDS TRANSFER
AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO
F45 TRAINING INCORPORATED "FRANCHISOR"

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge any and all fees and other charges in connection with the Franchise Agreement (including, without limitation, the Establishment Fee, Royalty Fees, Document Preparation Fee, Equipment Pack Fees (including both Payment 1 and Payment 2), contributions to the Brand Fund and any other payments due to Franchisor by Franchisee, and any applicable taxes, late fees and interest charges) to the following designated account, checks, and electronic debits (collectively, "**debits**") drawn on such account which are payable to the Franchisor when such payments are due to the Franchisor under the Franchise Agreement. It is agreed that Depository's rights with respect to each such debit will be the same as if it were a check drawn and signed by the Depositor. It is further agreed that if any such debit is not honored, whether with or without cause and whether intentionally or inadvertently, Depository will be under no liability whatsoever. This authorization will continue in force until Depository and Franchisor have received at least 30 days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

(1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Franchisor and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.

(2) To indemnify Franchisor and the Depository for any loss arising in the event that any such debit is dishonored, whether with or without cause and whether intentionally or inadvertently.

(3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Franchisor pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Franchisor's participation therein.

Name of Depository: _____

Name of Franchisee/Depositor: _____

Designated Bank Acct.: _____

ABA Routing Number: _____

(Please attach <u>one voided check</u> for the above account.)

Authorized Signatory (Primary) _____ Print Name: _____

Authorized Signatory (Joint) _____ Print Name: _____

(Joint accounts require the signature of all persons having authority over the account.)

Studio Location: _____

Date: _____

NOTE: This Attachment C must be completed for the Franchise Agreement to be finalized.

ATTACHMENT D

LEASE ADDENDUM TERMS

(a) Landlord acknowledges that Tenant is a franchisee of F45 Training Incorporated, a Delaware corporation ("**Franchisor**"), and that the Studio located at the Premises ("**Unit**") is operated under the F45 Studio franchise system, pursuant to a franchise agreement ("**Franchise Agreement**") between Tenant and Franchisor. Landlord consents to Tenant's use at the Premises of such marks and signs, decor items, color schemes, and related components of the F45 Studio system as Franchisor may prescribe for the Unit. During the Term of the Franchise Agreement, the Premises may be used only for the operation of the Unit.

(b) Landlord agrees to furnish to Franchisor copies of any and all letters and notices sent to Tenant pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant. Without limiting the foregoing, in the event of any default by Tenant, Landlord must give Franchisor written notice of such default. If Tenant has failed to cure such default at the expiration of the applicable cure period, Landlord must give Franchisor further written notice of such failure ("**Franchisor Notice**"). Following Franchisor's receipt of the Franchisor Notice, Franchisor will have the right (but not the obligation) to cure Tenant's default before Landlord exercises any of Landlord's remedies arising as a consequence of Tenant's default. Any such cure must be effected within 15 days following Franchisor's receipt of the Franchisor Notice. Such cure by Franchisor will not be deemed to be an election to assume the terms, covenants, obligations, and conditions of the Lease.

(c) If Franchisor cures Tenant's default, or if Franchisor notifies Landlord that the Franchise Agreement has been terminated (which termination will constitute a non-curable default pursuant to the Lease upon Landlord's receipt of Franchisor's notice thereof), Landlord agrees, upon Franchisor's written request, to assign to Franchisor any and all rights that Landlord may have under the Lease to remove and evict Tenant from the Premises and will cooperate with Franchisor in order to pursue such action to a conclusion.

(d) If Franchisor cures Tenant's default or notifies Landlord of the termination of the Franchise Agreement, Franchisor will have the right and option, upon written notice to Landlord, to do the following:

1. Undertake to perform the terms, covenants, obligations, and conditions of the Lease (including paying rent and all other amounts due under the terms of the Lease) on behalf of the Tenant (notwithstanding any removal or eviction of Tenant) for a period not to exceed six months from the first date of any cure by Franchisor, which performance will not be deemed to be an automatic assumption or guaranty of the Lease; or

2. At any time within or at the conclusion of such six-month period, assume the terms, covenants, obligations, and conditions of the Lease for the remainder of the term, together with any applicable renewal options. In such event, Landlord and Franchisor will enter into an agreement to document such assumption. Franchisor is not a party to the Lease and will have no liability under the Lease unless and until said Lease is assigned to, and assumed by, Franchisor as herein provided.

(e) If, during the six-month period set forth in Section (d)(1) above, or at any time after the assignment contemplated in Section (d)(2), Franchisor notifies Landlord that the franchise for the Unit is being granted to another F45 Studio franchisee, Landlord will permit the assignment of the Lease to said franchisee without the payment of any fee or other cost requirement, provided that said franchisee meets Landlord's reasonable financial qualifications. Landlord will not unreasonably delay or withhold consent to such assignment. Thereafter, Franchisor will be released from any and all further liabilities under the Lease. The parties agree to execute any commercially reasonable documents in furtherance of this section.

(f) Tenant will not assign the Lease or renew or extend the term thereof without the prior written consent of Franchisor, nor will Landlord and Tenant amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing requirements without the prior written consent of Franchisor.

(g) Franchisor has the right to enter the Premises to make any modification or alteration necessary to protect the F45 Studio system and marks or to cure any default under the Franchise Agreement or under the Lease, without being guilty of trespass or any other crime or tort. Landlord will not be responsible for any expenses or damages arising from any such action by Franchisor. Tenant hereby releases, acquits and discharges Franchisor and Landlord, their respective subsidiaries, affiliates, successors, and assigns and the officers, directors, shareholders, partners, employees, agents, and representatives of each of them, from any and all claims, demands, accounts, actions, and causes of action, known or unknown, vested or contingent, which any of them may have, ever had, now has, or may hereafter have by reason of any event, transaction, or circumstance arising out of or relating to the exercise of Franchisor's rights pursuant to the Addendum.

(h) Tenant and Landlord acknowledge and agree that the obligations of Franchisor are strictly limited to the express obligations set out in this Lease Addendum, as originally written. If Tenant and Landlord amend this Lease Addendum in any way, Franchisor will not be bound by such amendments unless such amendments have been provided to Franchisor in advance, in writing, and Franchisor has signed such amendment.

(i) All notices sent pursuant to this Addendum must be sent in the manner set forth in the Lease, and delivery of such notices will be effective as of the times provided for in the Lease. For purposes of notice under the Lease, Franchisor's mailing address is F45 Training Incorporated, Attention: Legal, 3601 South Congress Ave, Building E, Austin, Texas 78704, which address may be changed by written notice to Landlord in the manner provided in the Lease.

ATTACHMENT E

F45 TRAINING INCORPORATED
SUMMARY OF ACKNOWLEDGMENTS

As you know, F45 Training Incorporated ("**Franchisor**") and you are preparing to enter into a Franchise Agreement for the establishment and operation of a "F45" franchised business (the "**F45 Studio**"). The purpose of this Summary of Acknowledgments 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 and statements carefully and provide honest and complete responses to each question.

Another goal in asking you these questions is to be confident that you are prepared to become a F45 franchisee, that you understand the risks of owning your own business, and that we have complied with our obligations in providing you with the information required by law.

We may, in lieu of requesting that you review and sign this Summary of Acknowledgements, review these questions with you during our pre-closing meeting, and may take notes of your verbal responses for our records.

For California prospective franchisees: You are not required to sign this Summary of Acknowledgements.

For Maryland prospective franchisees: Do not sign this Questionnaire if you are a resident of Maryland or the business is to be operated in Maryland.

Indicate your acknowledgment of the following by **initialing each statement** and signing below:

INITIAL HERE

_____ Franchisee acknowledges that it is not a domiciliary or a resident of any state other that the state listed in Item 15 and Item 18 of the Summary Addendum to the Franchise Agreement.

_____ Franchisee's Studio will be located in the following state as indicated in Item 19 of the Summary Addendum to the Franchise Agreement.

_____ Franchisee acknowledges that it has received the F45 Training Incorporated Franchise Disclosure Document required by Federal Trade Commission dated _____.

Date of Franchise Disclosure Document Receipt: _____

Franchisee acknowledges that it received the Franchise Disclosure Document:

_____ (a) if Franchisee is domiciled in, opening an F45 Studio in, or accepting the franchise offer in **Connecticut or Michigan,** at least 10 business days **(i)** before execution of the Franchise Agreement and related agreements or **(ii)** before making any payment for the franchise, whichever occurred first.

_____ (b) if Franchisee is domiciled in, opening an F45 Studio in, or accepting the franchise offer in **New York**, the earlier of: **(i)** your first personal meeting with a representative of F45 Training Incorporated held for the purpose of discussing the sale or possible sale of an F45 Studio franchise, or **(ii)** at least 10 business days **(x)** before the execution of the Franchise Agreement and related agreements or **(y)** before making any payment for the franchise, whichever occurred first.

_____(c) if Franchisee is domiciled in, opening an F45 Studio in, or accepting the franchise offer in **Iowa**, the earlier of: **(i)** your first personal meeting with a representative of F45 Training Incorporated held for the purpose of discussing the sale or possible sale of an F45 Studio franchise, or **(ii)** at least 14 calendar days **(x)** before the execution of the Franchise Agreement and related agreements or **(y)** before making any payment for the franchise, whichever occurred first.

_____(d) if (a), (b), and (c), above, are not applicable, at least 14 calendar days **(i)** before execution of the Franchise Agreement and related agreements or **(ii)** before making any payment for the franchise, whichever occurred first.

_____Franchisee has signed and returned to F45 Training Incorporated the Receipt for the Franchise Disclosure Document. Franchisee acknowledges that it has also retained a Receipt for its records. In addition, [each of] the undersigned Principal[s] of Franchisee has signed and returned to F45 Training Incorporated the Receipt for each Franchise Disclosure Document and has retained a copy for his/her records.

_____Franchisee acknowledges that it has had an opportunity to read the Franchise Disclosure Document and that no representations have been made to Franchisee which are inconsistent with information presented in the Franchise Disclosure Document(s), and Franchisee has not relied upon any representations inconsistent with or not contained in the Franchise Disclosure Document.

_____Franchisee acknowledges that it has had the opportunity to conduct an independent investigation of the franchised business offered and to seek independent counsel concerning the franchised business.

_____Franchisee acknowledges that the franchised business, as any business venture, involves risks, and the success of the franchised business will depend largely upon the ability of Franchisee.

_____Franchisee acknowledges that the success or failure of the franchised business will depend in large part upon Franchisee's skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors.

_____Franchisee acknowledges that it has not received any warranty or guarantee, express or implied, as to the actual or potential volume, earnings, profits, or success of the franchised business.

_____Franchisee acknowledges that it has received the completed Franchise Agreement and related agreements, with all blanks filled in, at least seven calendar days prior to the date on which such agreements were executed.

_____Franchisee acknowledges that the Franchise Agreement contains a number of provisions that may affect its legal rights, including designated locations or states for any judicial proceedings, a waiver of a jury trial, a waiver of punitive or exemplary damages, limitations on when claims may be filed, and other waivers and limitations.

_____Franchisee acknowledges and represents that (a) Franchisee or the entity that Franchisee forms to be a franchisee will be the employer of all of Franchisee's employees and will have sole discretion and authority to hire, fire, discipline, compensate and schedule working hours for, all of Franchisee's employees; and (b) Franchisor and Franchisor's affiliates will have no control, or right to control, any of the employment actions or decisions in Franchisee's franchised business. *We recommend that you retain employment law counsel to advise you with your employment issues and questions.*

Any acknowledgments or representations of the franchisee which disclaim the occurrence and/or acknowledge that the non-occurrence of acts that would constitute a violation of the Maryland Franchise

Registration and Disclosure Law 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.

Each of the undersigned has read this Summary of Acknowledgments and each acknowledges and states that each statement described above is true and correct:

FRANCHISEE:

_____

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

PRINCIPAL(S):

_____

By: _____
Name: _____
Signed as an Individual
Date: _____

_____

By: _____
Name: _____
Signed as an Individual
Date: _____

EQUIPMENT PACK ADDENDUM TO
F45 TRAINING INCORPORATED
FRANCHISE AGREEMENT

The following supplements Section 7.D.(2) of the Franchise Agreement:

1. Sourcing of Equipment. In addition to the obligations set forth in Section 7.D. of this Agreement, Franchisee must purchase the Equipment Pack from Franchisor and pay all Taxes in connection with the sale or supply of the Equipment Pack. The Equipment Pack will contain the equipment, inventory, goods, accessories, furnishings, fixtures, merchandise, and signage listed in the Schedule 1, hereto, and Franchisee will purchase the Equipment Pack on the terms and conditions set out below.

(i) Price of Equipment Pack and Delivery Costs. Franchisee must pay the price for the Equipment Pack as set forth in **Item 9** of the **Summary Addendum** ("**Price**") on the dates specified. Franchisee is solely responsible for any Taxes associated with the purchase and delivery of the Equipment Pack, including any sales or vendor Tax. If Franchisor is liable to pay any Taxes (including vendor tax or goods and services Tax) in relation to the sale or supply of the Equipment Pack, or any other item of equipment, then Franchisee must pay, in addition to the Price and when billed by Franchisor, an amount equal to such Tax liability.

(ii) Title. Title in and to the Equipment Pack passes to Franchisee immediately upon payment of the Price.

(iii) Storage. If Franchisee is unable to take delivery of the Equipment Pack following payment, Franchisee must pay the storage costs Franchisor incurs to store the Equipment Pack until such time that Franchisee is able to take delivery of the Equipment Pack. The current cost of storage is approximately $600 per month. Franchisee acknowledges and agrees that title for the Equipment Pack pass to the Franchisee upon payment and that the Equipment Pack may take up to 60 days to deliver after it is shipped.

(iv) Acknowledgments. Franchisee acknowledges and agrees that:

(A) the Equipment Pack contains some, but not all, of the equipment, inventory, goods, furnishings, and fixtures Franchisee must acquire in order to operate the Studio;

(B) Franchisor may amend or vary the items in the Equipment Pack, including the quantity of those items, from time to time;

(C) Franchisor may increase the prices of the Equipment Pack where the costs of supply of the Equipment Pack have increased;

(D) without limiting Section 1.(iv)(B) above, Franchisee acknowledges and agrees that the Equipment Pack set out in this Addendum is indicative only and that the actual items which are supplied to Franchisee may vary depending upon Franchisor's then-current requirements for operating an F45 Studio. Without limiting the foregoing, Franchisee acknowledges and agrees that: (x) the apparel and merchandise, including Branded Products; and (y) the marketing and promotional material, may vary, however Franchisor will endeavour to substitute any items with goods, materials, or equipment of a similar value or quantity; and

(E) where the Equipment Pack does not contain an item necessary to conduct the franchised business (as set out in the Manuals), Franchisee must independently acquire such item(s), subject to the terms and conditions of the Franchise Agreement.

(v) Delivery. Franchisor is responsible for all costs, including shipping and delivery costs, duties, excise, charges, and insurance associated with delivering the Equipment Pack to Franchisee.

(vi) Timeframe for Delivery. Franchisee acknowledges and agrees that Franchisor has not warranted, represented, or guaranteed a timeframe for the delivery of the Equipment Pack and that

Franchisor will not be liable for any claims, loss, damage, or liability associated with a delay in the delivery of the Equipment Pack.

(vii) Risk. Unless expressly agreed otherwise in writing, all risk and liability arising from or in connection with the contents of the Equipment Pack and the installation and operation thereof passes to Franchisee upon payment of the Price by the Franchisee.

(viii) Warranties. To the maximum extent permitted by law, except for any express manufacturer's warranty provided in relation to any item included in the Equipment Pack, the Franchise Agreement does not include by implication any other term, condition, or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design, or performance of an item contained in the Equipment Pack or any contractual remedy for the failure of any such item(s).

(ix) Liability. To the maximum extent permitted by law, and notwithstanding anything to the contrary set forth in the Franchise Agreement, Franchisor is not liable for any punitive, exemplary, incidental, indirect, special, consequential, or other similar damages, losses, or expenses suffered by Franchisee or any third party, including but not limited to loss of turnover, profits, business, or goodwill or any liability to any other party, in relation to any damaged, faulty, or defective item (each and collectively, "Defect") in the Equipment Pack, howsoever caused and regardless of when such Defect occurred, including without limitation Defects resulting from:

(A) intentional or reckless damage to an item in the Equipment Pack by any person;

(B) an item in the Equipment Pack not be used in the manner intended;

(C) Franchisee's failure to maintain or store correctly an item in the Equipment Pack; or

(D) normal wear and tear.

(x) Repair or Replacement. Notwithstanding anything to the contrary in the Franchise Agreement, to the maximum extent permitted by law, and to the extent that Franchisor is liable for Defects in the Equipment Pack, and to the extent that Defects are not covered by a manufacturer's warranty, the remedies available to Franchisee are limited to the following, at Franchisor's sole discretion):

(A) Franchisor will arrange and pay for the repair or replacement of such item; or

(B) Franchisee will arrange for the repair or replacement of such item and Franchisor will pay for such repair or replacement.

(xi) Signage. Franchisee acknowledges and agrees that it will install and maintain signage as required by Franchisor.

(Signature page is the next page.)

IN WITNESS WHEREOF, the parties execute this Equipment Pack Addendum on the dates set forth below.

FRANCHISOR:
F45 Training Incorporated
a Delaware corporation

By: _____

Name: Tom Dowd

Title: Chief Executive Officer

FRANCHISEE:
The party named in **Item 2**
of the **Summary Addendum**

By: _____

Name: _____

Title: _____

Date: _____

Schedule 1
Equipment Pack Addendum

Standard Training Equipment	
Item	**Quantity**
F45 Suspension Trainer	6
Core Bag 8kg	4
Core Bag 12kg	4
Core Bag 16kg	4
Core Bag 20kg	4
Core Bag 24kg	4
Dumbell (Rack - 1-20kgs) with Wheels	3
Dumbell rubber hex – 1	6
Dumbell rubber hex – 2	6
Dumbell rubber hex – 3	6
Dumbell rubber hex – 4	6
Dumbell rubber hex – 5	6
Dumbell rubber hex – 6	6
Dumbell rubber hex – 7	6
Dumbell rubber hex – 8	6
Dumbell rubber hex – 9	6
Dumbell rubber hex – 10	6
Dumbell rubber hex - 12.5	6
Dumbell rubber hex – 15	6
Dumbell rubber hex - 17.5	6
Dumbell rubber hex – 20	6
Dumbell rubber hex - 22.5	2
Dumbell rubber hex – 25	2
Dumbell rubber hex - 27.5	2
Dumbell rubber hex – 30	2
Kettle Bells 8kg PU new version	6
Kettle Bells 12kg PU new version	6
Kettle Bells 16kg PU new version	6
Kettle Bells 20kg PU new version	6
Kettle Bells 24kg PU	6
Plates PolyUrethane - 20Kgs	10
Sledge hammer 5kg	3
Sledge hammer 10kg	3
Sledge hammer 15kg	3
Medicine Balls 2kg	2
Medicine Balls 4kg	2

Medicine Balls 7kg	2
Medicine Balls 9kg	2
Medicine Ball Rack	1
DEADBALL 4KG	2
DEADBALL 8KG	2
DEADBALL 12KG	2
DEADBALL 16KG	2
DEADBALL 20KG	3
DEADBALL 24KG	3
Adjustable Benches	3
Plyometric boxes	3
Agility Ladder	3
Agility Hurdle 15cm – Steel	10
Agility Hurdle 30cm – Steel	10
Battle Rope - Light 15m pricing based on upgrade	2
Battle Rope heavy 15m pricing based on upgrade	1
Anchor for the battle rope	15
Storage hook for the Battle rope`	3
7 metre climbing rope	3
Compact Sled	2
Power band 13mm	3
Power band 22mm	3
Power band 32mm	3
Power band 45mm	3
Skipping Ropes NEW	10
AB Wheel	3
AB Straps	3
Swiss Balls	3
Swiss Balls Stand	3
F45 Balance Trainer	3
Exercise Mat Rubber	10
Chin Up Bars New model	3
Rubber Gym tiles	200
F45 Bike	3
Turf Blue 23m x 2.4m with Centre lane marked in White (JUNE 2017)	1
F45 MMA Shield	12
F45 MMA Gloves	38
F45 soft plyo boxes	3
15 extension band kits	15
Agility Pole set	30
Pump Set F45 New Revised quantities which includes: 12 x Barbells, 24 x Collars, 24 x 1.25kg plates, 24 x	1

2.5kg plates, 24 x 5kg plates, 20 x 10kg plates and storage rack. Poly Urethane	
Aerobic Steps	3
Agility Cones	15
Activation Band 275*30*1mm	8
Activation Band 275*30*1.15mm	8
Activation Band 275*30*1.3mm	8
Activation Band 275*30*1.3mm	8
Revo Bar 4kg	5
Revo Bar 8kg	5
Revo Bar 12kg	5
Revo Bar 16kg	5
Revo Bar Rack (20 bars)	1
Balance Stick	6
Gliding Discs	12
Inner Gloves	500
YBELL – S	8
YBELL – M	8
YBELL – L	8
Agility Box	8
Ski Erg (stand included) Concept 2	3
Bike Erg Concept 2	3
8kg Chain	3
12kg Chain	3
Soft Pads	4
Hard Pads	4
Landmines	4

Merchandise Packs	
Item	**Quantity**
Gift Bags	200
Keyrings	200
Drink Bottles	200
Towels	300
Trucker Caps	200
Mixed Design Unisex Muscle Tanks	100
Mixed Design Men's and Women's Tees	200 (100 x Men's / 100 x Women's)

Uniforms Pack	
Item	**Quantity**
Gym Bags	10
Men's Uniform Top & Bottom	20 (10 x Tops / 10 x Bottoms)

Women's Uniform Top & Bottom	20 (10 x Tops / 10 x Bottoms)
Men's and Women's Uniform Polo Shirts	10 (5 x Men's / 5 x Women's)
Men's and Women's Uniform Dress Shirts	2 (1 x Men's / 1 x Women's)
Men's and Women's Uniform Wind Cheater Jacket	2 (1 x Men's / 1 x Women's)

F45 Challenge Prizes	
Item	**Quantity**
Gold Kettle Bell	4
Silver Kettle Bell	4
Bronze Kettle Bell	4
Epoxy Stickers	90
Pennants	24

Internal Signage	
Item	**Quantity**
F45 Feature Wall sign – 10’x7’	1
Internal Racing Stripe – 262’	1
Internal Reversed Racing stripe “Team Training * Life Changing” Tagline Lettering	2
Tear drop banners	4
Brochure Holder - 4.25”x 9.5”	1
Directional Plaques	4
A-Frame 2’x3’ double sided plastic	2
Opening Soon Posters x2 Horizontal x2 Portrait Designs	4
Pillar Stripe with stars - 29’	1
Station Markers	1

Rowers	
Item	**Quantity**
Concept 2 Rowing Machines	3

F45 Smart Connection Kit	
Item	**Quantity**
Exercise TV Dongles	10
DC Multi Adaptors	10
HDMI extension cables	10
Wireless Mouse	1

F45 Technology Pack	
Item	**Quantity**
Audio Cable - 50 ft	2

Audio Cable - 3 ft	2
Speaker	4
TV Wall Mount	6
Subwoofer	1
Subwoofer Bracket	1
TV Wall Mount	3
Speaker Wire	1
Audio Mixer	1
55” LCD TV	9
Amplifier	1
Velocity Audio Cable - 3ft	1
RCA Audio Cables	2
Audio Adaptor	4
Control	1
Ipad 8th gen wifi	1

LionHeart (Heart Rate Pack)	
Item	**Quantity**
Heart Rate Monitors (Bands)	100
Lionheart Hub	1

Marketing Collateral	
Item	**Quantity**
2 Week Free Pass – Business Card Size	2,000
2 Week Free Pass – A5	2,000
2 Week Free Pass	500/ month 6,000 total
Opening Soon Flyer – A5	1,000
Opening Soon Window Poster – A1	8
Refer a Friend Voucher – Business Card Size	2,000
Refer a Friend Voucher	500
1 Week Visit Pass – Business Card Size	2,000
1 Week Visit Pass	2,000
Bumper Sticker	200
F45 Masks	12
F45 Business Cards	2,000
Gift Voucher	500

SUMMARY ADDENDUM TO
F45 TRAINING INCORPORATED
FRANCHISE AGREEMENT

Franchisor and Franchisee agree that the information set forth in this Summary Addendum is fully incorporated into the Franchise Agreement. If any information set forth below conflicts with any provision set forth in the Franchise Agreement, then the information below controls.

Item 1	**Effective Date:**	
Item 2	**Franchisee Name:**	
Item 3	**Assumed Name of Studio:**	F45 Training
Item 4	**Term & Renewal:**	
	Initial Term:	Ten years from the Opening Date
	Renewal Term 1:	Ten years from the expiration of the Initial Term; subject to Section 3.B.
	Renewal Term 2:	Ten years from the expiration of the first Renewal Term; subject to Section 3.B.
Item 5	**Establishment Fee:**	$35,000, due and payable on the Effective Date, subject to State Specific Amendment executed on the date of this Franchise Agreement.
Item 6	**Document Preparation Fee:**	$2,500, due and payable on the Effective Date
Item 7	**Renewal Fee:**	$5,000
Item 8	**Royalty Fee:**	The greater of 7% of Gross Sales or $2,500 per month; payable as set forth in Section 4.B.
	First Royalty Payment:	On the first day of the month following the month in which the Opening Date occurs
Item 9	**Equipment Pack Fee:**	$100,000 plus Tax
	Equipment Pack Deposit:	$10,000 due and payable on the Effective Date
	Equipment Pack Balance:	$90,000 due upon the earlier of: (i) the date Franchisee orders the Equipment Pack from Franchisor; or (ii) six (6) months from the Effective Date ("Final Payment Date"). Subject to the Equipment Pack Addendum, the Franchisee acknowledges and agrees that the Equipment Pack Price is valid only up until the Final Payment Date. Following the Final Payment Date, the Equipment Pack Price may be increased to the Franchisor's then-current price for the Equipment Pack.
Item 10	**Grand Opening Marketing:**	$25,000; payable as set forth in Section 8.F. and, if directed by Franchisor, must be paid to Franchisor upon the earlier of: (i) ordering the Equipment Pack; or (ii) four (4) months prior to the Opening Date of the Studio.

Item 11	**Marketing Fee:** **(Local Advertising Expenditure if Marketing Fee requirement is terminated)**	$2,500 per month
Item 12	**Brand Fund Contribution:**	An amount not to exceed the higher of: (i) 2% of Gross Sales per month; or (ii) $200 per month.
Item 13	**Service Fee:**	$500 per month, with the first payment due on the 1st day of the month that the Franchisee first uses the Services.
Item 14	**Transfer Fee:**	25% of the then-current Establishment Fee; subject to other costs and terms set forth in Section 14.B.
Item 15	**Notices:**	
	Name:	
	Address:	
	Email:	
	Phone:	
Item 16	**Competing Interests:**	
Item 17	**Key Person:**	Name: Email:
Item 18	**Franchisee Owners:**	
	Name:	_____% owner; ☐ member in LLC; ☐ shareholder in corporation
	Name:	_____% owner; ☐ member in LLC; ☐ shareholder in corporation
	Name:	_____% owner; ☐ member in LLC; ☐ shareholder in corporation
	State of Formation of Entity	
	Address of Principal Place of Business if Different than Address in Item 15	
Item 19	**Designated Area:**	The area designated in the map attached hereto.
Item 20	**Guarantor's Financial Liability:**	As set out in Guaranty. For the avoidance of doubt, there is no limitation of liability
Item 21	**State Amendment**	The State Amendment for the state of [California, Hawaii, Illinois, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, or Washinton State] is an integral part of this Agreement. [or Not Applicable]

(Signature page is the next page)

By signing below, each of the parties attests to the accuracy of the information contained in the Summary Addendum and agrees to and intends to be legally bound by the terms and provisions of the F45 Training Incorporated Franchise Agreement to which this Summary Addendum is attached, all attachments thereto, including without limitation the State Amendment specified in **Item 21** of this **Summary Addendum**, effective on the Effective Date set forth above in **Item 1**.

FRANCHISOR:	**FRANCHISEE:**
F45 Training Incorporated	The party named in **Item 2** of the **Summary Addendum**
By: _____	By: _____
Name: Tom Dowd	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

ATTACHMENT TO SUMMARY ADDENDUM

DESIGNATED AREA

The area marked on the map below is the Designated Area.

EXHIBIT B
STATE-SPECIFIC ADDENDA TO THE FDD

1. California
2. Hawaii
3. Illinois
4. Maryland
5. Minnesota
6. New York
7. North Dakota
8. Rhode Island
9. Virginia
10. Washington

ADDENDUM TO F45 TRAINING INCORPORATED
FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF CALIFORNIA

1. The California Department of Business Oversight requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Disclosure Document/and or Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

A. Item 3 of the Disclosure Document is supplemented by the following language:

Neither we nor any person or franchise broker in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A.78a et seq., suspending or expelling such persons from membership in such association or exchange.

B. Item 17 of the Franchise Disclosure Document is supplemented by the following language:

a. California Business and Professions Code Sections 20000 through 20043 provides rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

b. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

c. 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.

d. The franchise agreement requires application of the laws of Texas. This provision may not be enforceable under California law.

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.

3. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

4. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH A COPY OF THE DISCLOSURE DOCUMENT.

5. Corporations Code 31512 provides that: "Any conditions, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of this law or any rule or order hereunder is void." The franchise agreement requires a shortened status of limitations period. Pursuant to Corporations Code Section 31512, this provision is void, to the extent that it is inconsistent with the provisions of Corporations Code Sections 31303 and 31304.

6. You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

7. 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.

ADDENDUM TO THE F45 TRAINING INCORPORATED
FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF HAWAII

1. 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.

ADDENDUM TO THE F45 TRAINING INCORPORATED FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF ILLINOIS

1. Illinois law governs the agreements between the parties to this franchise.

2. On May 18, 2022, we entered into an Assurance of Voluntary Compliance ("AVC") with the Office of the Attorney General of Illinois ("IL AG") (*In the Matter of F45 Training Incorporated*). We did so to resolve an inquiry instituted by the IL AG, and did not admit or deny any liability or violation of law. The IL AG alleged that we failed to timely amend our franchise disclosure document between January 30, 2018 and April 23, 2018. In connection with the execution of the AVC, we agreed to pay the State of Illinois $4,000, and to offer rescission to all Illinois franchisees that purchased a franchise during the period described above. We are aware of only one such franchisee. The AVC states that "nothing herein shall be deemed a finding of fact with respect to the Allegations of Fact or an adjudication of the Allegations of Violations."

3. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

4. Section 41 of the Illinois Franchise Disclosure Act provides that 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 or Illinois is void.

5. Your rights upon termination and non-renewal of a Franchise Agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure act.

6. Each provision of this addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this addendum. This addendum shall have no force or effect if such jurisdictional requirements are not met.

7. 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.

ADDENDUM TO THE F45 TRAINING INCORPORATED FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF MARYLAND

1. The Summary column for Item 17v., "Choice of Forum," is amended as follows:

   "A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law (the "Law"). Except for any rights a franchisee has under the law to bring suit in Maryland for claims arising under the Law, mediation of disputes which are subject to mediation will be held at our corporate headquarters. Except as otherwise required by the Law, venue for all proceedings arising under the Franchise Agreement is the state, county or judicial district where our principal place of business is located, unless otherwise brought by us."

2. Item 17c., "Requirements for you to renew or extend" and Item 17m. "Conditions for our approval of transfer" are amended by the addition of the following:

   "The Code of Maryland Regulations COMAR 02.02.08.16L., states that a general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. This may affect the enforceability of certain provisions in the Franchise Agreement relating to renewal, sale, assignment, or transfer of the Franchise Agreements."

3. Item 17 is amended to add the following note at the end of that Item:

   "The limitations of claims provision in the Franchise Agreement (Section 19.N.) will not act to reduce the 3-year statute of limitations period afforded a franchisee under Section 14-227(e) of the Maryland Franchise Registration and Disclosure Law ("**Law**") for claims arising under the Law."

4. The following is added as the last paragraph of Item 17:

   "A provision in the Franchise Agreement which terminates the agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101."

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.

ADDENDUM TO THE F45 TRAINING INCORPORATED FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF MINNESOTA

1. The following is added to Item 13 of the disclosure document:

> We will protect your right to use the trademarks, service marks, trade names, logos, or other commercial symbols or will indemnify you against any liability to third parties for infringement resulting from your use of the trademarks licensed under the franchise agreement to the extent required by Minnesota law. We will not indemnify you against third-party liability for trademark infringement. Minnesota considers it unfair for franchisors not to protect the franchisee's right to use the trademarks. Requirements imposed under the Minnesota Franchises Act will supersede inconsistent provisions contained in the Agreement.

2. The following is added to Item 17 of the disclosure document:

> Sec. 80C.14, Subd. 4 of the Minnesota Franchises Act requires, except in certain specified instances, that we give you written notice of our intention not to renew the franchise 180 days before the franchise expires. Requirements imposed under the Minnesota Franchises Act will supersede inconsistent provisions contained in the Agreement.
>
> Sec. 80C.14, Subd. 3 of the Minnesota Franchises Act requires, except in certain specified instances, that we give you 90 days notice of termination (with 60 days to cure). Requirements imposed under the Minnesota Franchises Act will supersede inconsistent provisions contained in the Agreement.

3. To the extent you are required to execute a general release in our favor, such release will exclude liabilities arising under the Minnesota Franchises Act or a rule or any order promulgated thereunder.

4. Sec. 80C.17, Subd. 5 of the Minnesota Franchises Act provides that no action may be commenced thereunder more than 3 years after the cause of action accrues.

5. Sec. 80C.21 of the Minnesota Franchises Act and Minn. Rules 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, including your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

6. All sections of the disclosure document referencing Franchisor's <u>right to obtain</u> injunctive relief are hereby amended to refer to Franchisor's right to <u>seek to obtain</u>.

7. Each provision of this addendum is effective only to the extent that the jurisdictional requirements of the laws described above, with respect to each provision of the law, are met independent of this addendum. This addendum will have no force or effect if such jurisdictional requirements are not met.

8. 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.

ADDENDUM TO THE F45 TRAINING INCORPORATED FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E 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 ORPROVINCIAL 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 to be 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 felonycharge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor chargeor 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, actionsaffecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17©, titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions forfranchisor approval of transfer**":

   However, to the extent required by applicable law, all rights you enjoy and any causes ofaction 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.

4. 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.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice offorum**", 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 ofthe State of New York

ADDENDUM TO THE F45 TRAINING INCORPORATED
FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF VIRGINIA

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17h. of the Franchise Disclosure Document for F45 Training Incorporated is supplemented by the following:

> "Under 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 Franchising 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.

ADDENDUM TO THE F45 TRAINING INCORPORATED FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF WASHINGTON

1. The state of Washington has a statute, RCW 19.100.180 which 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.

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

3. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

5. Each provision of this addendum shall be effective only to the extent that the jurisdictional requirements of the Washington Franchise Investment Protection Act, with respect to each such provision, are met independent of this addendum. This addendum shall have no force or effect if such jurisdictional requirements are not met.

6. No Poach Investigation. *In re: Franchise No Poaching Provisions,* No. 19-2-26744-5 SEA

On October 11, 2019, F45 Training Incorporated ("F45") entered into an Assurance of Discontinuance (AOD) with the Attorney General for the State of Washington. In August 2019, the Washington State Attorney General had initiated an investigation into F45 relating to its use of certain language in its franchise agreements that restricted a franchisee's ability to solicit or hire workers from another F45 franchisee. The Attorney General alleged that the so-called "no-poach" provisions violated Washington state anti-trust laws. By entering into the AOD, F45 admitted no wrongdoing, and stated that it will no longer include such no-poaching provisions in any of its future franchise agreements in the United States. It also agreed to exercise all reasonable commercial efforts to amend its franchise agreements in the State of Washington to remove such no-poach provisions, and not to enforce the provision in legacy agreements while it removed the language from agreements in the ordinary course of ongoing activities and/or transactions with franchisees. No damages, costs, fines, or penalties were levied as part of the AOD.

7. 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.

EXHIBIT C
FINANCIAL STATEMENTS

F45 Training Incorporated

Financial Statements

As of December 31, 2022 and 2021 and for the Years Ended December 31, 2022, 2021 and 2020, and Independent Auditor's Report

F45 Training Incorporated

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Deloitte.

Deloitte & Touche LLP
695 Town Center Drive
Suite 1000
Costa Mesa, CA 92626
USA

Tel: +1 714 436 7100
Fax: +1 714 436 7200
www.deloitte.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
F45 Training Incorporated
Austin, TX

Opinion

We have audited the consolidated financial statements of F45 Training Incorporated (the "Company"), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations, changes in stockholder's equity, and cash flows for the years ended December 31, 2022, 2021 and 2020, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). 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 the Company 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.

Restatement of 2021 Financial Statements

As discussed in Note 2 to the financial statements, the accompanying 2021 financial statements have been restated to correct misstatements. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

Deloitte & Touche LLP

November 21, 2023

F45 Training Incorporated
CONSOLIDATED BALANCE SHEETS

	December 31, 2022	December 31, 2021 (As Restated)
Assets		
Current assets:		
Cash and cash equivalents	$ 2,026,974	$ 20,932,910
Accounts receivable, net	6,023,785	12,615,654
Due from related parties, net	1,576,976	843,805
Inventories	40,590,049	5,542,488
Deferred costs	1,217,095	1,131,817
Prepaid expenses	6,563,866	9,054,623
Other current assets	4,033,111	7,913,077
Total current assets	62,031,856	58,034,374
Non-current assets:		
Lease right-of-use asset	10,420,479	—
Property and equipment, net	7,665,756	3,147,964
Deferred tax assets, net	—	13,652,080
Intangible assets, net	1,881,567	1,768,645
Deferred costs, net of current portion	7,475,129	7,502,865
Right of return asset	7,438,405	—
Other long-term assets	6,624,236	12,635,683
Total assets	$ 103,537,428	$ 96,741,611
Liabilities and Stockholder's Equity		
Current liabilities:		
Accounts payable and accrued expenses	$ 42,138,061	$ 21,767,797
Other current liabilities	1,333,454	—
Deferred revenue	8,468,562	7,667,166
Income tax payable	1,322,375	721,676
Total current liabilities	53,262,452	30,156,639
Due to affiliates, net	14,793,036	14,555,324
Deferred revenue, net of current portion	1,158,826	3,871,164
Lease liabilities, net of current portion	14,520,656	—
Other long-term liabilities	689,447	5,879,910
Total liabilities	84,424,417	54,463,037
Commitments and contingencies (Note 9)		
Stockholder's equity:		
Common stock, $0.01 par value; 1,000 shares authorized, issued and outstanding as of December 31, 2022 and 2021	10	10
Additional paid-in capital	153,622,636	73,798,429
Accumulated deficit	(134,509,634)	(31,519,865)
Total stockholder's equity	19,113,012	42,278,574
Total liabilities and stockholder's equity	$ 103,537,428	$ 96,741,611

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

F45 Training Incorporated
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31,		
	2022	2021 (As Restated)	2020
Revenues:			
Franchise	$ 43,703,417	$ 43,605,812	$ 28,452,997
Equipment and merchandise	19,054,631	35,925,826	14,076,619
Total revenues	62,758,048	79,531,638	42,529,616
Cost and operating expenses:			
Cost of franchise revenue	4,374,689	4,416,288	6,998,167
Cost of equipment and merchandise	13,851,753	22,054,454	9,831,886
Selling, general and administrative expenses	132,494,291	103,224,999	22,558,510
Impairment of right-of-use asset	4,246,510	—	—
Total costs and operating expenses	154,967,243	129,695,741	39,388,563
(Loss) income from operations	(92,209,195)	(50,164,103)	3,141,053
Interest income (expense), net	32,222	9,217	(193)
Other income, net	3,413,347	1,772,788	38,879
(Loss) income before income taxes	(88,763,626)	(48,382,098)	3,179,739
Provision (benefit) for income taxes	14,226,143	(11,536,642)	1,101,975
Net (loss) income	$ (102,989,769)	$ (36,845,456)	$ 2,077,764

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

F45 Training Incorporated
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY

	Common Stock		Additional Paid-in Capital	Retained Earnings (Accumulated Deficit)	Total Stockholder's Equity
	Shares	Amount			
Balance as of January 1, 2020	1,000	$ 10	$ —	$ 3,247,827	$ 3,247,837
Net income	—	—	—	2,077,764	2,077,764
Balance as of December 31, 2020	1,000	10	—	5,325,591	5,325,601
Capital contribution (as restated)	—	—	73,798,429	—	73,798,429
Net loss (as restated)	—	—	—	(36,845,456)	(36,845,456)
Balance as of December 31, 2021 (As Restated)	1,000	10	73,798,429	(31,519,865)	42,278,574
Capital contribution	—	—	79,824,207	—	79,824,207
Net loss	—	—	—	(102,989,769)	(102,989,769)
Balance as of December 31, 2022	1,000	$ 10	$ 153,622,636	$ (134,509,634)	$ 19,113,012

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

F45 Training Incorporated
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2022	2021 (As Restated)	2020
Cash flows from operating activities			
Net (loss) income	$ (102,989,769)	$ (36,845,456)	$ 2,077,764
Adjustments to reconcile net (loss) income to net cash (used in) provided by operating activities:			
Depreciation	1,025,154	301,088	183,482
Amortization of intangible assets	1,003,931	185,162	102,459
Amortization of deferred costs	2,696,560	1,689,146	442,589
Inventory obsolescence	—	—	142,458
Bad debt expense	19,988,562	5,486,785	4,176,106
Stock-based compensation expense	—	26,291,021	—
Non-cash lease expense	1,199,968	—	—
Paycheck Protection Program loan forgiveness	—	(2,062,675)	—
Deferred income taxes	13,652,079	(12,786,804)	990,795
Gain and loss on disposal of property and equipment	603,381	(11,620)	—
Unrealized foreign currency transaction losses	(15,277)	281,507	—
Impairment expense	4,246,510	—	—
Changes in operating assets and liabilities:			
Due to (from) related parties	(733,171)	62,180	(543,935)
Accounts receivable	(6,693,312)	(10,514,712)	(4,663,883)
Inventories	(35,032,284)	(4,899,895)	1,157,934
Prepaid expenses	2,490,756	(6,952,918)	450,576
Income Tax Receivable	357,051	377,196	—
Other assets, current	3,522,915	(6,942,954)	(505,211)
Deferred costs	(2,440,641)	(2,548,553)	(2,326,267)
Other long-term assets	(8,443,799)	(11,360,142)	(1,530,925)
Accounts payable	19,476,623	8,238,261	(1,686,969)
Deferred revenue	(1,910,940)	5,799,252	(5,828,148)
Income tax payable (receivable)	600,700	721,675	(3,535,782)
Other long-term liabilities	(5,164,869)	5,139,509	76,530
Lease liabilities	(38,441)	—	—
Net cash used in operating activities	(92,598,313)	(40,352,947)	(10,820,427)
Cash flows from investing activities			
Purchases of property and equipment	(5,591,987)	(2,918,084)	(269,527)
Proceeds from disposal of property and equipment	—	—	2,394
Capitalized internal-use software, patents and trademarks	(1,029,778)	(1,218,010)	(366,966)
Net cash used in investing activities	(6,621,765)	(4,136,094)	(634,099)
Cash flows from financing activities			
Capital contribution	79,824,207	47,507,408	—
Net advances from (to) affiliates	489,935	17,712,456	8,017,608
Proceeds from PPP loan	—	—	2,062,675
Net cash provided by financing activities	80,314,142	65,219,864	10,080,283
Net (decrease) increase in cash and cash equivalents	(18,905,936)	20,730,823	(1,374,243)
Cash and cash equivalents at beginning of period	20,932,910	202,087	1,576,330
Cash and cash equivalents at end of period	$ 2,026,974	$ 20,932,910	$ 202,087
Supplemental cash flow disclosure:			
Income taxes (received) paid	$ (357,051)	$ 234,618	$ 3,274,583
Intangible assets included in accounts payable and accrued expenses	345,274	—	72,500

Property and equipment included in accounts payable and accrued expenses	548,362	—	—
ROU assets obtained in exchange for lease liabilities	5,492,274	—	—

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

F45 Training Incorporated
NOTES TO THE FINANCIAL STATEMENTS

1. ORGANIZATION AND BASIS OF PRESENTATION

Organization

F45 Training Incorporated, a Delaware corporation, was formed on March 25, 2015. References in these consolidated financial statement footnotes to "Company", "we", "us" and "our" refer to the business of F45 Training Incorporated. The Company and its subsidiaries are engaged in franchising and licensing the F45 Training brand to fitness facilities within the United States of America ("U.S.").

The Company is an affiliate of Avalon House Holdings, Inc., Avalon House, Inc., Avalon House Pty Ltd, Malibu Crew Holdings, Inc., Malibu Crew, Inc., Malibu Crew Pty Ltd, FS8 Holdings, Inc., FS8, Inc., US Brand Fund Operations Inc., F45 US Brand Fund Inc., Flyhalf Australia Holding Company Pty Ltd, Flyhalf Acquisition Company Pty Ltd, F45 Aus Hold Co Pty Ltd, F45 Intermediate Holdco, LLC, F45 SPV Finance Company, LLC, FAFC LLC, F45 Holdings Pty Ltd, FS8 Pty Ltd, Surf and Turf Holdings Pty. Limited, Vive Active Brookvale Pty Ltd, Vive Active Double Bay Pty Ltd, Vive Active Neutral Bay Pty Ltd, F45 Training Pty Ltd, F45 Operations (Australia) Pty Ltd, F45 Australia Brand Fund Pty Ltd, F45 ROW Hold Co Pty Ltd, F45 Studio Employment LLC, F45 U, LLC, F45 Training Canada Limited, F45 Training Asia Private Ltd., F45 India Private Limited, Functional 45 Training Limited, and CLF High Street Limited. F45 Training Real Estate Operations, Inc., F45 HQ Studio Inc., Roscoe Village Training LLC, SoCo Training Labs, LLC, PP Training LLC, FS8 HQ Studio Inc., and F45 Training Operations Support, Inc. are subsidiaries of the Company. The Company and its affiliates frequently advance funds and pay expenses on behalf of one another for payment of general and administrative expenses and are all subsidiaries of the ultimate parent company, F45 Training Holdings Inc. (the "Parent").

Basis of presentation

The accompanying consolidated financial statements and related notes to the consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The accompanying consolidated financial statements reflect all normal recurring adjustments which are considered necessary for the fair presentation of the financial position of the Company as of December 31, 2022 and 2021. All intercompany balances and transactions have been eliminated in consolidation.

Going concern

The accompanying consolidated financial statements are prepared in accordance with GAAP applicable to a going concern, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business.

The Company currently funds its operations primarily from cash on hand, operating cash flow and contributions from its Parent. The Company has historically incurred losses and negative cash flows from operations. The Company's forecast for the twelve months from the date these consolidated financial statements were available to be issued could result in the possibility of insufficient resources to meet its ongoing obligations. The Company has determined that these circumstances represent conditions regarding the Company's ability to continue as a going concern before consideration of management's plans.

In response to these conditions, the Company plans to obtain additional contributions and has obtained a support letter representing the parent's intent to provide financial support to the Company through at least one year and one day beyond the date that the financial statements were available to be issued. As a result, the Company's management believes that the Company will be able to continue as a going concern for at least twelve months from the date these consolidated financial statements were available

to be issued. The consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might result from the outcome of this uncertainty.

2. RESTATEMENT OF PREVIOUSLY ISSUED FINANCIAL STATEMENTS

Subsequent to the issuance of the consolidated financial statements for the year ended December 31, 2021, management identified errors in previously issued financial statements, as described below. As a result, the accompanying consolidated financial statements as of and for the year ended December 31, 2021 have been restated from amounts previously reported.

Description of restatement errors

The errors identified are as follows:

a. *Equipment and merchandise revenue* - The Company prematurely recognized Equipment and merchandise revenue before the criteria under Accounting Standards Codification ("ASC") 606 had been met. In particular, errors resulted from incorrect conclusions regarding (i) the identification and recognition of performance obligations for customer contracts and (ii) the assessment of criteria of a contract under ASC 606. The restatement resulted in a change in the timing of the recognition of revenue and deferred revenue until such transactions meet all the criteria for revenue recognition. The impact of this error to the consolidated statement of operations for the year ended December 31, 2021, is a decrease to Equipment and merchandise revenue of $7,605,684. The impact to the consolidated balance sheet as of December 31, 2021, is an increase to Other long-term liabilities of $411,253 and Deferred revenue current of $7,176,615 and a decrease to Accounts receivable, net of $17,816.

b. *Cost of equipment and merchandise* - The associated Cost of equipment and merchandise for each equipment and merchandise revenue sales order was also recognized in the incorrect period. The impact of this error to the consolidated statement of operations for the year ended December 31, 2021 is an increase to Cost of equipment and merchandise of $82,826 and a decrease in Selling, general and administrative expenses of $869,349. The impact to the consolidated balance sheet as of December 31, 2021 is a decrease to Accounts payable and accrued expenses of $2,799,773 and Inventories of $1,776,568 and an increase to Due-to affiliates of $236,682.

c. *Vendor rebate* - The Company incorrectly recognized a rebate received from a vendor. The impact of this error to the consolidated statement of operations is an increase in Cost of equipment and merchandise by $4,317,391. The impact to the consolidated balance sheet as of December 31, 2021 is a decrease to Accounts receivable by $4,317,391.

d. *Market service award allocation* - The Company determined that certain marketing expenses of the Parent should have been allocated to the Company. The impact of this adjustment to the consolidated statement of operations for the year ended December 31, 2021 is an increase to Selling, general and administrative expenses of $22,145,557. The impact to the consolidated balance sheet as of December 31, 2021 is a decrease to Due to affiliates, net of $4,145,464 and an increase to Additional paid-in capital of $26,291,021.

e. *Income taxes* - The Company recalculated its income tax expense on an annual and quarterly basis to account for the identified restatement adjustments. The impact of this adjustment to the consolidated statement of operations for the year ended December 31, 2021, is a decrease to provision for income tax of $235,601. The impact to the consolidated balance sheet as of December 31, 2021 is an increase to Deferred tax assets, net and a decrease to Income taxes payable of $154,862 and 80,739 respectively.

f. *Other errors* - There are other restatement errors otherwise not described in items (a) through (d) of this note. These errors and related restatement adjustments include:
    - Correction to record sales tax receivable of $1,232,887;
    - Correction to unbilled receivables and accrued sales tax of $687,270;
    - Correction from Accounts receivable, net to Other long-term assets of $400,380;
    - Correction to record accruals not previously recorded of $303,091;

- Correction to record the impact of prior year activity including Selling, general and administrative expenses incurred of $325,709, Accounts payable and accrued expenses of $115,764, Accounts receivable of $209,945, Income tax payable of $135,228, Provision for income taxes of $5,883, and Due to affiliates, net of $141,111;
- Correction from Prepaid expenses to Other current assets of $6,045; and
- Correction to Other current assets and Accounts payable and accrued expenses of $1,000;

The following tables present the impact of the restatement to amounts previously reported:

CONSOLIDATED BALANCE SHEET

	December 31, 2021			
	As Previously Reported	Restatement Adjustments	Restatement Reference	As Restated
Assets				
Current assets:				
Cash and cash equivalents	$ 20,932,910	$ —		$ 20,932,910
Accounts receivable, net	16,328,299	(3,712,645)	a, c, f	12,615,654
Due from related parties	843,805	—		843,805
Inventories	7,319,057	(1,776,569)	b	5,542,488
Deferred costs	1,131,817	—		1,131,817
Prepaid expenses	9,060,668	(6,045)	f	9,054,623
Other current assets	7,218,762	694,315	f	7,913,077
Total current assets	62,835,318	(4,800,944)		58,034,374
Non-current assets:				
Property and equipment, net	3,147,964	—		3,147,964
Deferred tax assets, net	13,497,218	154,862	e	13,652,080
Intangible assets, net	1,768,645	—		1,768,645
Deferred costs, net of current	7,502,865	—		7,502,865
Other long-term assets	12,235,303	400,380	f	12,635,683
Total assets	$ 100,987,313	$ (4,245,702)		$ 96,741,611
Liabilities and stockholder's equity				
Current liabilities:				
Accounts payable and accrued expenses	$ 23,460,360	$ (1,692,563)	b, f	$ 21,767,797
Deferred revenue	490,551	7,176,615	a	7,667,166
Income taxes payable	937,644	(215,968)	e, f	721,676
Total current liabilities	24,888,555	5,268,084		30,156,639
Deferred revenue, net of current	3,871,164	—		3,871,164
Due to affiliates, net	18,322,994	(3,767,670)	b, d, f	14,555,324
Other long-term liabilities	5,468,657	411,253	a	5,879,910
Total liabilities	52,551,370	1,911,667		54,463,037
Commitments and contingencies (Note 9)				
Stockholder's equity:				
Common stock, $0.01 par value; 1,000 shares authorized, issued and outstanding as of December 31, 2021	10	—		10
Additional paid-in capital	47,507,408	26,291,021	d	73,798,429
Accumulated deficit	928,525	(32,448,390)	a, b, c, d, e, f	(31,519,865)
Total stockholder's equity	48,435,943	(6,157,369)		42,278,574
Total liabilities and stockholder's equity	$ 100,987,313	$ (4,245,702)		$ 96,741,611

CONSOLIDATED STATEMENT OF OPERATIONS

	Year Ended December 31, 2021			
	As Previously Reported	Restatement Adjustments	Restatement Reference	As Restated
Revenues:				
Franchise	$ 43,605,812	$ —		$ 43,605,812
Equipment and merchandise	43,531,510	(7,605,684)	a	35,925,826
Total revenues	87,137,322	(7,605,684)		79,531,638
Operating expenses:		—		
Cost of franchise revenue	4,416,288	—		4,416,288
Cost of equipment and merchandise	17,654,237	4,400,217	b, c	22,054,454
Selling, general and administrative expenses	82,552,878	20,672,121	b, d, f	103,224,999
Total operating expenses	104,623,403	25,072,338		129,695,741
Loss from operations	(17,486,081)	(32,678,022)		(50,164,103)
Interest income, net	9,217	—		9,217
Other income (expense), net	1,772,875	(87)	f	1,772,788
Loss before income taxes	(15,703,989)	(32,678,109)		(48,382,098)
Provision (benefit) for income taxes	(11,306,923)	(229,719)	e, f	(11,536,642)
Net loss	$ (4,397,066)	$ (32,448,390)		$ (36,845,456)

CONSOLIDATED STATEMENT OF CASH FLOWS

	Year Ended December 31, 2021			
	As Previously Reported	Restatement Adjustments	Restatement Reference	As Restated
Cash flows from operating activities				
Net (loss) income	$ (4,397,066)	$ (32,448,390)	a, b, c, d, e, f	$ (36,845,456)
Adjustments to reconcile net (loss) income to net cash (used in) provided by operating activities:				
Depreciation	301,088	—		301,088
Amortization of intangible assets	185,162	—		185,162
Amortization of deferred costs	1,689,146	—		1,689,146
Bad debt expense	5,486,785	—		5,486,785
Stock-based compensation expense	—	26,291,021	d	26,291,021
Paycheck Protection Program loan forgiveness	(2,062,675)	—		(2,062,675)
Deferred income taxes	(12,631,942)	(154,862)	e	(12,786,804)
Gain and loss on disposal of property and equipment	(11,620)	—		(11,620)
Unrealized foreign currency transaction losses	281,507	—		281,507
Changes in operating assets and liabilities:		—		
Due to (from) related parties	62,180	—		62,180
Accounts receivable	(14,227,358)	3,712,646	a, c, f	(10,514,712)
Inventories	(6,676,464)	1,776,569	b	(4,899,895)
Prepaid expenses	(6,958,963)	6,045	f	(6,952,918)
Income Tax Receivable	—	377,196	f	377,196
Other assets, current	(6,836,101)	(106,853)	f	(6,942,954)
Deferred costs	(2,548,553)	—		(2,548,553)
Other long-term assets	(10,959,763)	(400,379)	f	(11,360,142)
Accounts payable	9,930,824	(1,692,563)	b, f	8,238,261
Deferred revenue	(1,377,363)	7,176,615	a	5,799,252
Income tax payable	1,902,302	(1,180,627)	e, f	721,675
Other long-term liabilities	4,728,256	411,253	a	5,139,509
Net cash (used in) provided by operating activities	(44,120,618)	3,767,671		(40,352,947)
Cash flows from investing activities				
Purchases of property and equipment	(2,918,084)	—		(2,918,084)
Capitalized internal-use software	(1,218,010)	—		(1,218,010)
Net cash used in investing activities	(4,136,094)	—		(4,136,094)
Cash flows from financing activities				
Net advances from (to) affiliates	21,480,127	(3,767,671)	b, d, f	17,712,456
Capital contributions	47,507,408	—		47,507,408
Net cash provided by (used in) financing activities	68,987,535	(3,767,671)		65,219,864
Net increase (decrease) in cash and cash equivalents	20,730,823	—		20,730,823
Cash and cash equivalents at beginning of period	202,087	—		202,087
Cash and cash equivalents at end of period	$ 20,932,910	$ —		$ 20,932,910

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

Key estimates and judgments relied upon in preparing these financial statements include revenue recognition, allowance for doubtful accounts, depreciation of long-lived assets, internally developed software, amortization of intangible assets, valuation of inventory, and accounting for income taxes. The Company bases its estimates on historical experience and various other assumptions that the Company believes to be reasonable. Actual results could differ from these estimates.

Cash and cash equivalents

Cash and cash equivalents consist of bank deposits. The Company holds cash and cash equivalents at major financial institutions, which often can exceed insured limits. Historically, the Company has not experienced any losses due to such bank depository concentration.

Accounts receivable and allowance for doubtful accounts

Accounts receivable is primarily comprised of amounts owed to the Company resulting from fees due from franchisees. The Company evaluates its accounts receivable on an ongoing basis and establishes an allowance for doubtful accounts based on historical collections and specific review of outstanding accounts receivable. Accounts receivable due greater than one year from the balance sheet date are included in Other long-term assets. Accounts receivable are written off as uncollectible when it is determined that further collection efforts will be unsuccessful.

The change in allowance for doubtful accounts is as follows:

	For the Year Ended December 31,	
	2022	2021
Balance as of beginning of the year	$ 4,247,701	$ 2,935,937
Provisions for bad debts, included in Selling, general and administrative	19,985,212	5,486,785
Uncollectible receivables written off	(14,002,640)	(4,175,021)
Balance as of end of the year	$ 10,230,273	$ 4,247,701

None of the Company's customers accounted for more than 10% of the Company's gross accounts receivable as of December 31, 2022 and 2021.

During the years ended December 31, 2022 and 2021, one customer accounted for $8,597,000, or 14%, and $15,500,451, or 19%, respectively, of the Company's total revenues (see *Note 8—Related Party Transactions*). None of the Company's customers accounted for more than 10% of the Company's total revenues for the year ended December 31, 2020.

Inventories

Inventory is carried at the lower of cost or net realizable value. Inventory primarily consists of finished goods such as merchandise and equipment. The first-in, first-out method is used to determine the cost of inventories held for sale to franchisees. If the Company determines that the estimated net realizable value of its inventory is less than the carrying value of such inventory, it records a charge to reflect the lower of

cost or net realizable value. If actual market conditions are less favorable than those projected by the Company, further charges may be required.

Property and equipment

Property and equipment is recorded at cost and depreciated using the straight-line method over its related estimated useful life. Refer to *Note 4—Property And Equipment, Net* for useful lives of property and equipment. Leasehold improvements are amortized over the shorter of the lease term or the estimated useful life of the related asset. Maintenance and repair costs are expensed in the period incurred. Expenditures for purchases and improvements that extend the useful lives of property and equipment are capitalized and depreciated over the term of the lease or useful life of the equipment. Upon sale or retirement, the asset cost and related accumulated depreciation are removed from the respective accounts, and any related gain or loss is reflected in Selling, general and administrative expenses in the consolidated statements of operations.

Construction in progress

Construction in progress ("CIP") consists of costs associated with the leasehold improvement activities of the Company's headquarters in Austin, Texas. Capitalization of these costs cease and CIP is transferred to property and equipment when substantially all the activities necessary to prepare the assets for their intended use are completed. No depreciation is recognized until the assets are completed and ready for their intended use. During the year ended December 31, 2022, the Company moved into the Austin, Texas headquarters and placed the assets associated with the new headquarters into service.

Intangible assets

Intangible assets consist of internal-use software and trademarks.

In accordance with the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 350-40, Internal-Use Software, the Company capitalizes costs associated with software developed or obtained for internal use when the preliminary project stage is completed. These capitalized costs are included in Intangible assets and include third party cost of services procured in developing or obtaining internal-use software and personnel and related expenses for employees who are directly associated with and who devote time to internal-use software projects. Capitalization of these costs ceases once the project is substantially complete and the software is ready for its intended purpose. Software development costs are amortized to Selling, general and administrative expenses using the straight-line method over an estimated useful life of three years commencing when the software development project is ready for its intended use. Amounts related to software development that are not capitalized are charged immediately to Selling, general and administrative expenses in the consolidated statements of operations.

The recoverability of software development costs capitalized under ASC 350-40 is evaluated in accordance with the methodology noted within the "Impairment of long-lived assets, including intangible assets" section below. When, in management's estimate, future cash flows will not be sufficient to recover previously capitalized costs, the Company expenses these capitalized costs to selling, general and administrative expenses in the period such a determination is made.

Trademarks have an indefinite life and are not amortized, but are tested annually for impairment or more frequently if impairment indicators arise, as described below.

Impairment of long-lived assets, including intangible assets

The Company assesses potential impairment of its long-lived assets, which include property and equipment and intangible assets with finite useful lives, whenever events or circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of an asset is measured by a

comparison of the carrying amount of an asset group to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of the asset group exceeds its estimated undiscounted future cash flows, an impairment charge is recognized as the amount by which the carrying amount of the asset exceeds the fair value of the asset. There were no impairment charges recorded on long-lived assets or intangibles with finite lives during the years ended December 31, 2022, 2021, and 2020.

The Company evaluates its indefinite-lived intangible asset (trademark) to determine whether current events and circumstances continue to support an indefinite useful life. In addition, the Company's indefinite-lived intangible asset is tested for impairment annually. The indefinite-lived intangible asset impairment test consists of a comparison of the fair value of each asset with its carrying value, with any excess of carrying value over fair value being recognized as an impairment loss. The Company is also permitted to make a qualitative assessment of whether it is more likely than not an indefinite-lived intangible asset's fair value is less than its carrying value prior to applying the quantitative assessment. If based on the Company's qualitative assessment it is more likely than not that the carrying value of the asset is less than its fair value, then a quantitative assessment may be required. The Company also tests for impairment whenever events or circumstances indicate that the fair value of such indefinite-lived intangible asset has been impaired. No impairment of the Company's indefinite-lived intangible assets were recorded during the years ended December 31, 2022, 2021, and 2020.

Right of return asset

The Company recorded a right of return asset related to World Packs that were sold to franchisees in 2022 pursuant to multi-unit development agreements. These agreements did not meet the criteria of a contract with a customer under ASC 606. The Company intends to recover the World Packs that were delivered, for which it has not yet received payment. The amounts for delivered World Packs have been recorded as a right of return asset.

Legal contingencies

In the normal course of business, we are subject to various legal proceedings and claims, the outcomes of which are uncertain. We record an accrual for legal contingencies when we determine it is probable that we have incurred a liability and we can reasonably estimate the amount of the loss. In making such determinations we evaluate, among other things, the probability of an unfavorable outcome, and when we believe it probable that a liability has been incurred, our ability to make a reasonable estimate of the loss.

Accounts payable and accrued expenses

As of December 31, 2022, one vendor exceeded 10% of the Company's total accounts payable and accrued expenses. As of December 31, 2021, no vendor exceeded 10% of the Company's total accounts payable and accrued expenses. The Company purchases substantially all of its gym equipment from a single supplier.

Debt

The Company is a guarantor of the Parent's outstanding debt obligations and has pledged its assets as collateral to its Parent's debt obligations.

First Lien Loan

The Parent entered into a senior secured credit agreement, dated as of September 18, 2019 (the "Secured Credit Agreement"), with JPMorgan Chase Bank, N.A., as Administrative Agent, Australian Security Trustee, Lender, Swingline Lender and Issuing Bank, consisting of a $20,000,000 revolving credit facility (the "Revolving Facility") and a $30,000,000 term loan facility (the "Term Facility"). Initial borrowings of $30,000,000 from the Term Facility and $11,900,000 of the availability under the Revolving

Facility were used by the Parent to repay, in full, amounts due to common stockholders as a result of a Parent transaction. The remaining availability under the Revolving Facility may be drawn and used for general corporate purposes. The obligations under the Secured Credit Agreement are guaranteed by the Company and secured by a majority of the Parent's assets. The Revolving Facility may be prepaid and terminated by the Parent at any time without premium or penalty (subject to customary LIBOR breakage fees). The Term Facility bears interest at a floating rate of LIBOR plus 1.50%. The Term Facility principal and interest payments are due quarterly in accordance with an amortization schedule with a maturity date of September 18, 2022.

On June 23, 2020, the Parent amended the Secured Credit Agreement to allow it to enter into a definitive agreement with a special purpose acquisition corporation. On October 6, 2020, the Parent amended the agreement a second time. Through the second amendment, the Parent agreed to convert $8,000,000 of the amount outstanding on the Revolving Facility to be part of the Term Facility. In addition to converting a portion of the Revolving Facility to the Term Facility, the Parent agreed to repay $5,000,000 of the principal amount of the Revolving Facility outstanding. The interest rate of both the Term Facility and the Revolving Facility were amended to 4.00% and 3.00% for Eurodollar loans and letters of credit, and ABR Loans, respectively.

On July 19, 2021, the Parent repaid in full all outstanding indebtedness and terminated all commitments and obligations under the Term Facility. The Parent used proceeds from its IPO to repay the Term Facility and Revolving Facility in the amount of $31,100,000 and $7,000,000, respectively.

On August 13, 2021, the Parent entered into an amended and restated credit agreement (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Senior Credit Agreement") which amended and restated the Secured Credit Agreement dated September 18, 2019. The Credit Agreement provides for a $90,000,000 five-year senior secured revolving facility ("Facility"). The Senior Credit Agreement also provides that, under certain circumstances, the Parent may increase the aggregate principal amount of revolving commitments by an aggregate amount of up to $35,000,000. The proceeds from the Facility were used for general corporate purposes. Amounts outstanding under the Credit Agreement accrue interest at a rate equal to either, at the Parent's election, the LIBOR rate plus a margin of 2.50% to 3.50% per annum, or base rate plus a margin of 1.50% to 2.50%, in each case depending on the Parent's total leverage ratio, which was 7.19% at December 31, 2022.

As a result of the amendment, the Parent modified the existing covenant under the Senior Credit Agreement. The total leverage ratio was modified such that the Parent is required to maintain a total leverage ratio for any four quarters, of less than 3.00 to 1.00.

In connection with the Senior Credit Agreement, the Parent paid lender and third-party fees of $900,000 and $100,000, respectively, associated with the amendment. The Parent concluded that the amendment resulted in a modification of debt rather than a debt extinguishment. As such, the Parent determined that all fees incurred in connection with the Senior Credit Agreement would be deferred and amortized over the term of the new arrangement.

On July 25, 2022, the Parent entered into a Waiver Under Credit Agreement (the "Credit Agreement Waiver") with JPMorgan Chase Bank, N.A., as administrative agent and Australian Security Trustee. Pursuant to the Credit Agreement Waiver, certain lenders party to the Credit Agreement have agreed to waive certain defaults under the Senior Credit Agreement related to cross-default provisions associated with required minimum market capitalization thresholds under the Parent's Fortress Credit Agreement.

The outstanding balance of the Parent's Facility as of December 31, 2022 was $88,100,000, with a remaining availability of $255,203. There was no outstanding debt as of December 31, 2021. The unamortized debt issuance cost in connection to the Parent's Facility as of December 31, 2022 and 2021 was $733,401 and $969,438, respectively. The weighted-average interest rate on the Parent's outstanding debt as of December 31, 2022 was 7.33%.

In connection with the Parent's Facility, the Lender has issued standby letters of credit on behalf of the Parent associated with our corporate headquarters. The outstanding commitments under these letters of credit as of December 31, 2022 totaled $1,644,798 of which $100,000 has an expiration date in less than one year and $1,544,798 has expiration dates greater than one year. The amount of borrowings available at any time under the Parent's Facility is reduced by the amount of letters of credit outstanding.

On February 14, 2023, the Parent entered into a third amendment (the "Third Amendment") to the Senior Credit Agreement. Pursuant to the Third Amendment, certain amendments were made to the terms of the Senior Credit Agreement to permit the execution of a $90,000,000, five-and-a-half-year term loan facility with a lender group consisting of existing stockholders of the Parent led by affiliates of Kennedy Lewis Investment Management LP ("KLIM"). In addition, a $20,100,000 repayment to the Lender was required to facilitate the carve out of a $66,000,000 term loan ("Term Loan") on the Facility, with an interest rate of the Secured Overnight Financing Rate) ("SOFR") plus 550 basis points per annum and a two-year term, and a $2,000,000 revolving credit facility ("New Revolving Facility").

PPP loan

On April 10, 2020, the Parent received loan proceeds of approximately $2.1 million under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides for loans to qualifying businesses to help sustain its employee payroll costs, rent, and utilities due to the impact of the recent COVID-19 pandemic. Loans obtained through the PPP are eligible to be forgiven as long as the proceeds are used for qualifying purposes, which include the payment of payroll costs, interest on covered mortgage obligations, rent obligations and utility payments. The receipt of these funds, and the forgiveness of the loan is dependent on the Company having initially qualified for the loan and qualifying for the forgiveness of such loan based on its adherence to the forgiveness criteria. In June 2020, Congress passed the Payroll Protection Program Flexibility Act that made several significant changes to PPP loan provisions, including providing greater flexibility for loan forgiveness.

The Parent used the proceeds from the PPP loan to fund payroll costs in accordance with the relevant terms and conditions of the CARES Act. The Parent followed the government guidelines and tracking costs to ensure full forgiveness of the loan. To the extent it was not forgiven, the Parent would have been required to repay that portion at an interest rate of 1% over a period of 1.5 years, beginning November 2020 with a final installment in April 2025.

During the third quarter of 2021, the outstanding balance on the PPP loan including interest was forgiven by the U.S. Small Business Administration ("SBA"). The Parent recognized a gain of $2.1 million from the extinguishment of the PPP loan, which is included in Other income, net in the consolidated statements of operations for the year ended December 31, 2021.

Revenue from contracts with customers

The Company's contracts with customers are typically comprised of multiple performance obligations, including exclusive franchise rights to access our intellectual property to operate an F45 Training-branded fitness facility in a specific territory (franchise agreements), a material right related to discounted renewals of the franchise agreements (both reflected in franchise revenue in the consolidated statements of operations), and equipment and merchandise. Taxes collected from customers and remitted to government authorities are recorded on a net basis.

Franchise revenue

The Company's primary performance obligation under the franchise agreement is granting certain exclusive rights to access the Company's intellectual property to operate an F45 Training-branded fitness facility in a defined territory. This performance obligation is a right to access the Company's intellectual property, which is satisfied ratably over the term of the franchise agreement. Most agreements have an initial term of five years. Franchise agreements may also include options to renew the agreement. Renewal fees are generally recognized over the renewal term for the respective agreement from the start of the renewal period. With the Company's approval, a franchisee may transfer a franchise agreement to a new or existing franchisee, at which point a transfer fee is paid. Transfer fees are recognized over the remaining term of the franchise agreement beginning at the time of transfer.

The Company's arrangements have no material financing elements as there is no difference between the promised consideration and the cash selling price. Additionally, the Company has assessed that a significant amount of the costs incurred under the contractual performance obligation are incurred up-front. The Company does not include significant financing components in its contracts.

Franchise revenue consists primarily of upfront establishment fees, monthly franchise fees, advertising brand fund fees, and other franchise-related fees. The upfront establishment fee is payable by the franchisee upon signing a new franchise agreement and monthly franchise and related fees are payable throughout the term of the franchise license. Historically, franchisees have paid a fixed monthly franchise fee. For nearly all new franchisees, the franchise fee is based on the greater of a fixed monthly franchise fee or a percentage of franchise sales. Advertising brand fund fees are calculated as a percentage of monthly franchise sales and due monthly. Amounts collected for advertising brand fund fees must be spent on advertising, marketing, and other related activities. These brand fund fees represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized as franchise sales occur.

The Company operates three corporate-owned locations as of December 31, 2022 and operated two corporate-owned locations as of December 31, 2021. Membership revenues were deemed immaterial to the consolidated financial statements and included in Franchise revenues during the years ended December 31, 2022, 2021, and 2020.

Discounted franchise agreement renewal fees

The Company's franchise agreements may include discounted renewal options allowing franchisees to renew at no cost or at a reduction of the initial upfront establishment fee. The resulting discount in fees at renewal provides a material right to franchisees. The Company's obligation to provide future discounted renewals to franchisees are accounted for as separate performance obligations. The value of these material rights related to the future discount was determined by reference to the estimated franchise agreement term, which has been estimated to be 10 years, and related estimated transaction price. The estimated transaction price allocated to the franchise agreements, including the upfront establishment fee, is recognized as revenue over the estimated contract term of 10 years, which gives recognition to the renewal option containing a material right. At the end of the initial contract term, any unrecognized transaction price would be recognized during the renewal term, if exercised, or when the renewal option expires, if unexercised.

Equipment and merchandise revenue

The Company requires its franchisees to purchase fitness and technology equipment (the "World Pack") directly from the Company and payment is required to be made prior to the placement of the franchisees' orders. During 2022, the Company began providing short-term financing to select franchisees with payment due upon the earlier of: (i) the opening of the studio; or (ii) twelve months from the date of the order. Revenue is recognized upon transfer of control of ordered items, generally upon delivery to the franchisee or a destination provided by the franchisee, which is when the franchisee obtains physical possession of the goods, legal title has transferred, assessment of collectability is deemed as probable, and the franchisee has all risks and rewards of ownership. The franchisees are charged for all freight

costs incurred for the delivery of equipment. Freight revenue is recorded within equipment and merchandise revenue and freight costs are recorded within Cost of equipment and merchandise revenue. The Company had accounted for fulfillment of World Pack and merchandise required to be purchased as part of opening of a studio as a single performance obligation as transfer of control at delivery to the studio occurs simultaneously. Beginning in the fourth quarter of 2021, as a result of franchisees accepting delivery via third-party storage facilities, the Company determined that performance obligations related to the point-in-time transfer of the World Pack were no longer being satisfied simultaneously. As a result, the Company determined the performance obligations no longer met the criteria to recognize as one performance obligation and instead are recognized individually as each point-in-time transfer of control occurs.

The Company is the principal in a majority of its equipment revenue transactions as the Company controls its proprietary equipment prior to delivery to the franchisee, has pricing discretion over the goods, and has primary responsibility to fulfill the franchisee order through its direct third-party vendor.

The Company is the agent in a limited number of equipment and merchandise revenue transactions where the franchisee interacts directly with third-party vendors for which the Company receives a rebate on sales directly from the vendor.

Allocation of transaction price

The Company's contracts include multiple performance obligations—typically the franchise license, exercise equipment, technology equipment, marketing materials, merchandise, and discounted renewal fees. Judgment is required to determine the standalone selling price for these performance obligations. The Company does not sell the franchise license or World Pack equipment on a stand-alone basis (the Company's contracts with customers almost always include both performance obligations), as such the standalone selling price of the performance obligations are not directly observable on a stand-alone basis. Accordingly, the Company estimates the standalone selling prices using available information including the prices charged for each performance obligation within its contracts with customers in the relevant geographies and market conditions. Individual standalone selling prices are estimated for each geographic location, primarily the United States, Australia and ROW, due to the unique market conditions of those performance obligations in each region.

Contract assets

Contract assets primarily consist of unbilled revenue where the Company is utilizing the costs incurred as the measure of progress of satisfying the performance obligation over time. When the contract price is invoiced, the related unbilled receivable is reclassified to trade Accounts receivable, where the balance will be settled upon the collection of the invoiced amount. The unbilled receivable represents the amount expected to be billed and collected for services performed through period end in accordance with contract terms. The unbilled contract assets are principally the result of a number of multi-unit franchise agreements executed during 2021 and credits provided to studios impacted by the COVID-19 pandemic. As of December 31, 2022 , the Company had contract assets of $3,350,835 and $5,689,003 in other current assets and other long-term assets, respectively. As of December 31, 2021, the Company had contract assets of $2,764,323 and $9,536,093 in other current assets and other long-term assets, respectively.

Change in estimate

During the height of the COVID-19 pandemic in 2020, the Company entered into franchise agreements that included a discount on upfront establishment fees and modified other contract terms as part of a limited-time promotional offer made exclusively to existing franchises ("limited-time promotional deals"). The Company deemed that the limited-time promotional deals did not meet the criteria of a contract at the inception of the agreement under ASC 606-10-25-1 due to the Company's inability to determine that collectability under the agreements was probable, and as such, did not begin immediately recognizing revenue upon the inception of these franchise agreements. During the second quarter of 2021, the Company assessed the limited-time promotional deals and determined the criteria of a contract under

ASC 606-10-25-1 had been met and, as a result, recorded cumulative revenue of $909,325. The Company noted the assessment of collectability was primarily driven by a review of post-COVID payment and collection history for franchisees who owned multiple studios within the Company's network, system-wide sales per region, and increases in post re-opening weekly visit volume and store-level gross sales volumes compared to specified periods in which the contracts were initially signed.

The Company operates in various states within the United States which require the Company to defer collection of certain fees ("the Deferred States"), including the initial establishment fees, until certain criteria are met as specified by state and local requirements. In Deferred States, the Company concluded that the deferred establishment fees represent variable consideration as receipt was subject to uncertainty due to a lack of experience with contracts requiring deferral of establishment fees and uncertainty on the length of timing between inception of an agreement and the opening of a studio. As a result, establishment fees were excluded from the transaction price upon signing of the franchise agreements within the Deferred States. The Company re-evaluates the transaction price on its Deferred States franchise agreements if there is a significant change in facts and circumstances at the end of each reporting period. During the second quarter of 2021, the Company increased the transaction price of the Deferred States contracts by $1,733,862 because of an enhanced history of franchise agreements and collections history on Deferred States franchise agreements, as well as a review of post-COVID payment and collection history for similar franchisees, resulting in the recognition of an additional $1,245,504 in revenue during the year ended December 31, 2021.

Deferred costs

Deferred costs consist of incremental costs to obtain (e.g., commissions) and fulfill (e.g., payroll costs) a contract with a franchisee. Both the incremental costs to obtain and fulfill a contract with a franchisee are capitalized and amortized on a straight-line basis over the expected period if the Company expects to recover those costs. The Company reviews existing franchisee contract terminations and, where terminations are identified, the associated contract and fulfillment costs are fully impaired. As of December 31, 2022 and 2021, the Company had $8,692,224 and $8,634,682, respectively, of deferred costs to obtain and fulfill contracts with franchisees. During the years ended December 31, 2022, 2021 and 2020, the Company recognized $753,032, $539,164 and $442,589, respectively, in amortization of these deferred costs. The amortization of these costs is included in Selling, general and administrative expenses for costs to obtain a contract and Cost of franchise revenue for costs to fulfill a contract in the consolidated statements of operations. During the years ended December 31, 2022, 2021, and 2020 the Company recognized $1,057,347, $575,597, and $0 respectively, of impairment charges with respect to these assets within Selling, general and administrative expenses in the consolidated statements of operations.

Advertising

Advertising and marketing costs are expensed as incurred. For the years ended December 31, 2022, 2021 and 2020, advertising expenses included in Selling, general and administrative expenses totaled $12,071,846, $9,615,104 and $3,153,649, respectively.

Income taxes

The Company and the Parent entered into a tax sharing agreement which governs the respective rights, responsibilities, and obligations of the Company and Parent with respect to tax matters, including taxes attributable to Parent, entitlement to refunds, allocation of tax attributes, preparation of tax returns, certain tax elections, control of tax contests and other tax matters regarding U.S. federal, state, local, and foreign income taxes.

The Company uses the asset and liability method to account for income taxes as prescribed by ASC 740, *Income Taxes* ("ASC 740"). Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities as measured by the enacted tax rates which will be in effect when these differences reverse. Deferred tax expense (benefit) is the result of changes in deferred tax assets and liabilities. Deferred income tax assets and liabilities are adjusted to recognize the effects of changes in tax laws or enacted tax rates in the period during which they are signed into law. The factors used to assess the Company's ability to realize its deferred tax assets are the Company's forecast of future taxable income and available tax planning strategies that could be implemented. Under ASC 740, a valuation allowance is required when it is more likely than not that all or some portion of the deferred tax assets will not be realized due to the inability to generate sufficient future taxable income of the correct character. Failure to achieve previous forecasted taxable income could affect the ultimate realization of deferred tax assets and could negatively impact the Company's effective tax rate on future earnings.

Tax benefits from an uncertain tax position is recognized only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized from such positions are then measured based on the largest benefit that has a greater than 50% likelihood of being realized upon settlement. Interest and penalties related to unrecognized tax benefits, which to date have not been material, are recognized within the provision (benefit) for income taxes.

Fair value measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. Fair value measurements are based on a fair value hierarchy, based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value as follows:

- *Level 1*—Quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.

- *Level 2*—Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as quoted market prices for similar assets and liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability.

- *Level 3*—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The carrying amount of Cash and cash equivalents, Accounts receivable, Inventory, and Accounts payable and accrued expenses, as reflected on the consolidated balance sheets, approximate fair value because of the short-term maturity of these instruments. These estimated fair values may not be representative of actual values of the financial instruments that could have been realized or that will be realized in the future. The Company has no Level 3 assets or liabilities that are measured at fair value on a recurring basis as of December 31, 2022 and December 31, 2021.

Recently issued accounting pronouncements

Recently adopted accounting standards

In February 2016, the Financial Accounting Standards Board ("FASB") established Topic 842, Leases ("Topic 842"), by issuing Accounting Standards Update ("ASU") No. 2016-02, Leases ("ASU 2016-02"). Topic 842 was subsequently amended by ASU No. 2018-01, Land Easement Practical Expedient for Transition, ASU No. 2018-10, Codification Improvements to Topic 842, Leases, ASU No. 2018-11, Targeted Improvements, ASU No. 2018-20, Narrow-Scope Improvements for Lessors, ASU No. 2019-01, Codification Improvements, ASU No. 2019-10, Effective Dates, and ASU No. 2020-02, Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 119 and Update to SEC Section on Effective Date Related to ASU 2016-02. The Company adopted ASU 2016-02 with an effective date of January 1, 2022. The Company adopted the new standard using the effective date method by recording a right-of-use ("ROU") asset of $10,420,479, short-term portion of lease liabilities of $1,307,859, and long-term portion of lease liabilities of $14,520,656 as of the effective date. Prior periods will not be restated and will continue to be reported under Topic 840 guidance in effect during those periods. The Company elected the package of practical expedients to not reassess the classification of existing leases, whether any expired or existing contracts are or contain leases, and initial direct costs for any existing leases. See *Note 9—Commitments And Contingencies* for further information and disclosures related to adoption of this standard.

In December 2019, the FASB issued ASU No. 2019-12, Simplifying the Accounting for Income Taxes ("ASU 2019-12"), which amends ASC 740. This ASU simplifies the accounting for income taxes by modifying the treatment of intraperiod tax allocation in certain circumstances, eliminating an exception to recognizing deferred tax liabilities for outside basis differences for foreign equity method investments and foreign subsidiaries when ownership or control changes, and modifying interim period tax calculations when a loss is forecasted. In addition, this ASU also requires that enacted changes in tax laws or rates be included in the annual effective rate determination in the period that includes the enactment date and clarifies the tax accounting of a step up in tax basis of goodwill. The Company adopted the new guidance on January 1, 2022, with no material impact on the Company's consolidated financial statements.

Accounting Standards Not Yet Adopted

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASU 2016-13"). Topic 326 was subsequently amended by ASU No. 2018-19, Codification Improvements, ASU No. 2019-04, Codification Improvements, ASU No. 2019-05, Targeted Transition Relief; ASU No. 2019-10, Effective Dates, ASU No. 2019-11, Codification Improvements, and ASU No. 2020-02, Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 119 and Update to SEC section on Effective Date Related to ASU 2016-02, and ASU 2022-02, Troubled Debt Restructurings and Vintage Disclosures. The guidance changes how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The guidance replaces the current 'incurred loss' model with an 'expected loss' approach. The guidance will be applied as a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance is effective. ASU 2016-13 is effective for the Company for fiscal years beginning after December 15, 2022, and interim periods within fiscal years beginning after December 15, 2022. Early adoption is permitted. The Company is currently evaluating the impact that the guidance will have on the consolidated financial statements.

In December 2022, the FASB issued ASU No. 2022-06, Reference Rate Reform ("ASU 2022-06"), which provides companies with optional guidance, including expedients and exceptions for applying generally accepted accounting principles to contracts and other transactions affected by reference rate reform, such as the London Interbank Offered Rate (LIBOR). ASU 2022-06 is effective for the Company upon issuance and generally can be applied through December 31, 2024. The Company is currently evaluating the impact of ASU 2022-06 on its consolidated financial statements; however, the Company does not believe that adoption of ASU 2022-06 will materially impact its consolidated financial statements.

In October 2021, the FASB issued ASU No. 2021-08, Business Combinations (Topic 805), Accounting for Contract Assets and Contract Liabilities from Contracts with Customers, which requires contract assets and contract liabilities (i.e., Deferred revenue) acquired in a business combination to be recognized and

measured by the acquirer on the acquisition date in accordance with ASC 606, Revenue from Contracts with Customers. This guidance will be effective for the Company beginning with the year ended December 31, 2023, with early adoption permitted. The Company is currently evaluating the impact that the guidance will have on the consolidated financial statements.

4. PROPERTY AND EQUIPMENT, NET

Property and equipment, net, consisted of the following as of December 31, 2022 and 2021:

		As of December 31,	
	Estimated Useful Life	2022	2021
	(in years)		
Vehicles	5	$ 241,769	$ 172,030
Furniture and fixtures	7	1,086,496	476,271
Office and other equipment	5	874,847	638,179
Leasehold improvements	Lesser of lease term or useful life	6,701,818	245,682
Construction in progress	N/A	—	2,241,112
		8,904,930	3,773,274
Less: accumulated depreciation		(1,239,174)	(625,310)
Property and equipment, net		$ 7,665,756	$ 3,147,964

Construction in progress ("CIP") consists of costs associated with the leasehold improvement activities of the Company's new headquarters in Austin, Texas. During the year ended December 31, 2022, the Company moved into the Austin, Texas headquarters and placed the assets associated with the new headquarters into service.

Depreciation expense related to Property and equipment was $1,025,154, $301,088 and $183,482 for the years ended December 31, 2022, 2021 and 2020, respectively, and was recorded in Selling, general and administrative expenses in the consolidated statements of operations.

5. INTANGIBLE ASSETS

The following table summarizes the useful lives and carrying values of intangible assets, including internal-use software:

		As of December 31, 2022			As of December 31, 2021		
	Useful Life	Gross Value	Accumulated Amortization	Net Value	Gross Value	Accumulated Amortization	Net Value
	(in years)						
Internal-use software	3	$ 1,990,456	$ (687,308)	$ 1,303,148	$ 1,113,523	$ (377,691)	$ 735,832
Trademarks	N/A	578,419	—	578,419	1,032,813	—	1,032,813
Total intangible assets, net		$ 2,568,875	$ (687,308)	$ 1,881,567	$ 2,146,336	$ (377,691)	$ 1,768,645

The amortization expense of intangible assets was $309,617, $185,162 and $102,459 for the years ended December 31, 2022, 2021 and 2020, respectively, and was recorded in Selling, general and administrative expenses in the consolidated statements of operations. The weighted average remaining life of internal-use software was 1.9 years and 1.7 years as of December 31, 2022 and 2021, respectively.

During the year ended December 31, 2022, the Company transferred $752,271 related to certain trademarks to affiliates of the Company for no consideration as these trademarks were to be used in jurisdictions outside of the United States.

As of December 31, 2022, the expected amortization of intangible assets for future periods, excluding those assets not yet placed in service of $247,461, is as follows:

Year Ended	Future Amortization
2023	$ 526,956
2024	389,388
2025	139,343
Total	$ 1,055,687

6. DEFERRED REVENUE

Deferred revenue results from establishment fees paid by franchisees at the outset of the contract term and the value of material rights related to discounted renewal options as well as equipment fees paid by franchisees prior to the transfer of the equipment. During the year ended December 31, 2022, the Company recognized approximately $7,213,541 of revenue that was included in the deferred revenue balance at the beginning of the period. The following table reflects the change in deferred revenue from December 31, 2021 to December 31, 2022:

	Deferred Revenue
Balance at December 31, 2020	$ 5,739,078
Net change	5,799,252
Balance at December 31, 2021 (as restated)	$ 11,538,330
Net change	(1,910,942)
Balance at December 31, 2022	$ 9,627,388

Deferred revenue expected to be recognized within one year from the balance sheet date is classified as current, and the remaining balance is classified as non-current. Transaction price allocated to remaining performance obligations represents contracted franchise and equipment revenue that has not yet been recognized, which includes deferred revenue recognized as revenue in future periods. As of December 31, 2022, remaining performance obligations were $9,627,388 of which the Company expects to recognize approximately $8,468,562 as revenue over the next 12 months.

7. INCOME TAXES

The Company uses the asset and liability method to account for income taxes as prescribed by Accounting Standards Codification (“ASC”) 740. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax basis of assets and liabilities as measured by the enacted tax rates which will be in effect when these differences reverse. Deferred tax expense (benefit) is the result of changes in deferred tax assets and liabilities. Deferred income tax assets and liabilities are adjusted to recognize the effects of changes in tax laws or enacted tax rates in the period during which they are signed into law. The factors used to assess the Company's ability to realize its deferred tax assets are the Company’s forecast of future taxable income and available tax planning strategies that could be implemented. Under ASC 740, a valuation allowance is required when it is more likely than not that all or some portion of the deferred tax assets will not be realized due to the inability to generate sufficient future taxable income of the correct character. Failure to achieve previous forecasted taxable income could affect the ultimate realization of deferred tax assets and could negatively impact the Company’s effective tax rate on future earnings.

We recognize the tax benefit from an uncertain tax position only if it is more likely than not the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized from such positions are then measured based on the largest benefit that has a greater than 50% likelihood of being realized upon settlement. Interest and penalties related to unrecognized tax benefits, which to date have not been material, are recognized within Provision (benefit) for income taxes.

The following table summarizes the components of the Provision (benefit) for income taxes:

	Year Ended December 31,		
	2022	2021 (As Restated)	2020
Current:			
Federal	$ 573,895	$ 1,170,700	$ 263,594
State	—	51,461	(152,414)
Total current	$ 573,895	$ 1,222,161	$ 111,180
Deferred:			
Federal	$ 11,943,190	$ (11,165,099)	$ 770,033
State	1,709,058	(1,593,704)	220,762
Total deferred	13,652,248	(12,758,803)	990,795
Total	$ 14,226,143	$ (11,536,642)	$ 1,101,975

A reconciliation of Provision (benefit) for income taxes computed at the statutory U.S. federal income tax rate to the effective income tax rate is as follows:

	Year Ended December 31,	
	2022	2021
Federal income tax expense	21.0 %	21.0 %
State income tax expense, net of federal tax effect	2.2 %	2.2 %
Permanent differences	(3.1)%	(0.3)%
Other adjustments	(1.5)%	3.3 %
Withholding tax	(0.7)%	(2.3)%
Prior year provision to return adjustments	(0.6)%	0.2 %
FIN48	(6.3)%	(0.2)%
Rate change	0.2 %	0.1 %
Valuation allowance	(27.2)%	0.0 %
	(16.0)%	24.0 %

Deferred taxes

Deferred taxes are recognized for temporary differences between the basis of assets and liabilities for financial statement and income tax purposes. The significant components of the Company's deferred tax assets are comprised of the following:

	As of December 31,	
	2022	2021 (As Restated)
Accrued expenses	$ 5,522,249	$ 10,206,005
Deferred revenue	276,497	889,119
Deferred costs	(2,057,611)	(2,033,574)
Net operating loss and carryforward	19,827,213	5,251,601
Property and equipment	34,470	(661,071)
Leased assets	(2,466,721)	—
Leased liabilities	3,746,903	—
Valuation allowance	(24,883,000)	—
Total net deferred tax assets	$ —	$ 13,652,080

Gross deferred tax assets are reduced by valuation allowances to the extent the Company determines it is not more likely than not the deferred tax assets are expected to be realized.

The Company evaluates its valuation allowance on an annual basis based on all the available positive and negative evidence. When circumstances change and this causes a change in management’s judgment about the realizability of deferred tax assets, the impact of the change on the valuation allowance is reflected in current operations.

Based on the Company’s policy on deferred tax valuation allowances and its analysis of positive and negative evidence with a few exceptions, management believed that there was sufficient evidence, including, but not limited to, a cumulative loss position, for the Company to conclude that it was not more likely than not that it would realize its deferred tax assets as of December 31, 2022 and 2021. A valuation allowance was recorded against all of the deferred tax assets of F45 Training Holdings since the entity has not recognized any revenue other than foreign income inclusions.

The Company files income tax returns in the U.S. and is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. All of the Company’s tax years remain open for audit.

The total amount of unrecognized tax benefits, including accrued interest and penalties, was $7,412,378 and $1,094,063 as of December 31, 2022 and 2021, respectively, and was primarily related to uncertainties related to transfer pricing. This unrecognized tax benefit related to accrued interest and penalties of $307,466 and of $230,934 as of December 31, 2022 and 2021, respectively, was included in other long-term liabilities on the balance sheets. The entire unrecognized tax benefits, if recognized, would impact the effective tax rate as of December 31, 2022. Although it is reasonably possible that certain unrecognized tax benefits may increase or decrease within the next twelve months due to tax examination changes, settlement activities, expirations of statute of limitations, or the impact on recognition and measurement considerations related to the results of published tax cases or other similar activities, we do not anticipate any significant changes to unrecognized tax benefits over the next 12 months.

Included in deferred tax assets, net are federal and state net operating loss (“NOL”) carryforwards due to expire beginning in 2040. The Company had federal and state NOL carryforwards of $78,730,003 and

$77,763,702, respectively, as of December 31, 2022.The Company recognizes interest and penalties related to income tax matters in provision for income taxes in the consolidated statement of operations.

8. RELATED PARTY TRANSACTIONS

The Company and its affiliates frequently advance funds and pay expenses on behalf of one another for payment of general and administrative expenses. Subsequent to the IPO of the Parent during the year ended December 31, 2021, the Company received a capital contribution of $73,798,429, of which $47,507,408 was a cash contribution, and is included in additional paid-in-capital as of December 31, 2021. For the year ended December 31, 2022, the Company received a capital contribution of $79,824,207 which is included in additional paid-in-capital as of December 31, 2022.

Amounts due (to) from affiliates consisted of the following:

	As of December 31,	
	2022	2021 (As Restated)
F45 Training Asia Private Ltd.	$ (5,175,464)	$ (5,235,933)
F45 U LLC	933,356	650,440
F45 Training Pty Ltd.	(3,594,043)	(264,585)
Functional 45 Training Limited	(1,403,463)	(3,603,239)
F45 Training Canada Limited	(8,300,825)	(8,249,092)
F45 India Private Limited	25,785	15,079
Avalon House, Inc.	816,326	69,881
F45 US Brand Fund Inc	(1,107,844)	—
FS8 Pty Ltd.	407,527	317,341
F45 Malibu Crew, Inc.	1,392,066	1,200,693
FS8, Inc.	1,183,392	536,510
Malibu Crew Pty Ltd	9,229	—
Avalon House Pty Ltd.	20,922	7,581
Due to affiliates, net	$ (14,793,036)	$ (14,555,324)

During the years ended December 31, 2022, 2021 and 2020, the Company incurred expenses totaling $4,535,492, $11,697,571 and $2,596,620, respectively, in connection with certain shipping and logistic services from a third-party vendor that is owned by an immediate family member of an executive officer of the Company. The Company has presented the expenses incurred during the years in Cost of equipment and merchandise in the consolidated statements of operations. As of December 31, 2022 and 2021, the Company had $596,524 and $1,340,403, respectively, of outstanding payables to the third-party vendor. These amounts are included in Accounts payable and accrued expenses on the consolidated balance sheets.

Group Training, a former related party, which was previously owned by Adam Gilchrist, a stockholder and director and the former CEO of the Parent, operates three F45 studios. During the years ended December 31, 2022, 2021 and 2020, the Company recognized $59,978, $56,400, and $181,170, respectively, of Franchise revenue related to fees under the management service agreement. With respect to these transactions, the Company has presented the revenue recognized during these periods in franchise revenue and the related expenses in Selling, general and administrative expenses in the consolidated statements of operations. As of December 31, 2021, the Company had receivables related to fees under this management service agreement of $735,772, which is included in Due from related parties, net in the consolidated balance sheets. On July 24, 2022, the owner of Group Training agreed to terminate the related franchise agreements and transfer the assets of, and all rights to, the ownership and

operation of the three F45 studios owned by Group Training in exchange for termination of the outstanding receivable balance of approximately $850,000 pursuant to the terms of the Separation Agreement with Adam Gilchrist. On October 26, 2022, the transfer of assets and termination of the outstanding receivable balance was completed. The value of the assets obtained as part of the transfer of assets was $937,077.

During the years ended December 31, 2022 and 2021, the Company recognized Franchise revenue and Equipment and merchandise revenue totaling $24,677 and $160,000, respectively, from three studios owned by employees. The Company has presented the expenses incurred during these periods in Cost of equipment and merchandise revenue in the consolidated statements of operations. During the year ended December 31, 2020, the Company recognized no Franchise revenue and Equipment and merchandise revenue from employee-owned studios. As of December 31, 2022 and 2021, the Company had $0 and $3,195, respectively, of receivables outstanding related to this revenue. These amounts are included in Due from related parties on the consolidated balance sheets.

During the years ended December 31, 2022, 2021 and 2020, the Company recognized $97,792, $98,738, and $166,995, respectively, of Franchise revenue and of Equipment and merchandise revenue from studios owned by directors of the Parent. As of December 31, 2022 and 2021, the Company had $15,630 and $7,773 of outstanding receivables, respectively. With respect to these transactions, the Company has presented the revenue recognized during these periods in Franchise revenue and Equipment and merchandise revenue and the related expenses in Selling, general and administrative expenses in the consolidated statements of operations.

During the years ended December 31, 2022 and 2021, the Company recognized $31,491 and $36,000, respectively, of Franchise revenue and Equipment and merchandise revenue from two studios owned by an entity in which an existing stockholder and executive officer and director of the Parent holds at least a 10% ownership interest in these studios. The Company recognized no Franchise revenue and Equipment and merchandise revenue from these studios during the year ended December 31, 2020. With respect to these transactions, the Company has presented the revenue recognized during these periods in Franchise revenue and Equipment and merchandise revenue and the related expenses in Selling, general and administrative expenses in the consolidated statements of operations. As of December 31, 2022, and 2021, the Company had$2,904 and $3,093, respectively, of outstanding receivables related to this revenue. These amounts are included in Due from related parties on the consolidated balance sheets.

During the first quarter of 2022, the Company entered into a development agreement with an existing multi-unit franchisee to open approximately 87 studios. Following the execution of this agreement, the Company entered into an employment agreement and contractor agreement with two individuals who hold equity ownership in the franchise entity. As a result of the employment agreements, the Company has determined the development agreement and studios operating under ownership of its franchisee now represent related party transactions. During the years ended December 31, 2022 and 2021, the Company recognized franchise revenue and equipment and merchandise revenue totaling $561,583 and approximately $181,000, respectively, from studios under the development agreement. The Company has presented the expenses incurred during these periods in Cost of equipment and merchandise revenue in the consolidated statements of operations.

The development agreement required payment for equipment delivered during the first quarter of 2022 to be made at the earlier of opening of the underlying studio or 12 months from date of the purchase of the equipment. The Company is currently assessing alternatives to the current agreement, including potentially amending the agreements to provide for no further development of studios or termination of the agreements, however, it cannot be certain that a solution will be reached. As of December 31, 2022 and 2021, the Company had receivables outstanding related to amounts due under the development agreement of $25,000 and approximately $472,224, respectively. These amounts are included in Due from related parties on the consolidated balance sheets.

U.S. Development Agreement Transaction with Club Franchise Group LLC

On June 15, 2021, the Company entered into a long-term multi-unit studio agreement, with Club Franchise Group LLC ("Club Franchise"), an affiliate of KLIM, the investment manager to significant stockholders of the Parent, an affiliate of lenders under the Parent's KLIM Credit Agreement and party to the Parent's Third Amended and Restated Stockholders' Agreement. Pursuant to the term multi-unit studio agreement, the Company granted to Club Franchise the right to, and Club Franchise agreed to, open at least 300 studios in certain territories in the U.S. over 36 months, with the first 150 studios to be open within 18 months of the date of the multi-unit studio agreement, or December 15, 2022. Club Franchise had 15 studios opened as of December 31, 2022 under the multi-unit studio agreement.

Club Franchise is obligated to pay to the Company the same general fees as other franchisees in the U.S., and to enter into a franchise agreement in respect of each studio upon approval by the Company of the studio site. Consistent with some of the franchise agreements in the United States entered into since July 2019, Club Franchise is required to pay the Company a monthly franchise fee based on the greater of a fixed monthly franchise fee of $2,500 per month or 7% of gross monthly studio revenue regardless of whether such studios are open. Club Franchise has also agreed to pay the Company an upfront establishment fees of $7,500,000 as follows: (i) $1,875,000 upon execution of the multi-unit studio agreement (which amount has been paid as of December 31, 2021); (ii) $1,875,000 by June 2022; (iii) $1,875,000 by December 2022; and (iv) $1,875,000 by December 2023. Club Franchise is required to pay monthly franchise fees to the Company in respect of additional studios with monthly franchise fees for 150 studios being payable by December 2022. With respect to the remaining 150 studios, the Company and Club Franchise have agreed to negotiate a payment schedule that provides for the monthly franchise fees in respect of such studios to commence no later than 12 months after the opening date of the relevant studio. Like other franchisees, Club Franchise is also obligated to pay the Company other fees, including fees related to marketing and equipment and merchandise, some of which the Company has agreed to provide at a discounted rate.

The Company recognized $7,575,841 and $3,988,856, respectively, of Franchise revenue and $1,021,265 and $11,511,595, respectively, of Equipment and merchandise revenue in conjunction with the transaction with Club Franchise during the years ended December 31, 2022 and 2021. As of December 31, 2022, the Company had an outstanding receivable balance of $3,238,211, inclusive of the $1,875,000 upfront establishment fee payment due in December 2022, and no outstanding receivable balance owed as of December 31, 2021. As of December 31, 2022 and 2021, the Company reported $48,081 and $0 in unbilled receivables in Other current assets on the consolidated balance sheets, respectively. The Company reported $429,724 and $4,446,337 of unbilled receivables in Other long-term assets on the consolidated balance sheets as of December 31, 2022 and 2021, respectively.

In addition to studios opened up under the multi-unit franchise agreement, Club Franchise acquired approximately 31 studios from existing franchise owners during the year ended December 31, 2022. The Company recognized $717,865 of franchise revenue in conjunction with the acquired studios during the year ended December 31, 2022. No revenue was recognized during the year ended December 31, 2021.

During the fourth quarter of 2022, the Company determined that Club Franchise was no longer in compliance with the multi-unit studio agreement as a result of outstanding franchise fee invoices as well as delays related to required studio openings in accordance with development schedules. As a result of the non-compliance and subsequent discussions with Club Franchise management, the Company determined that collections related to approximately 280 studios under the agreement were no longer probable based on their expected opening date. Based on this assessment, the Company recorded a bad debt expense of $8,104,676 during the year ended December 31, 2022, including $1,685,400 related to Accounts receivable and $6,419,276 included within Other long-term assets related to unbilled receivables. The Company is evaluating how to proceed under this agreement including amending it to provide for no further development of studios.

Related party franchise arrangements were transacted at arm's length pricing with standard contractual terms.

9. COMMITMENTS AND CONTINGENCIES

Litigation

Where appropriate, the Company establishes accruals in accordance with FASB guidance over loss contingencies in accordance with ASC 450, *Contingencies*. As of December 31, 2022 and 2021, the Company had established a litigation accrual of $8,512,925 and $4,168,000 respectively in Accounts payable and accrued expenses for claims brought against the Company in the ordinary course of business. Subsequent to year end, the Company resolved and paid certain legal claims for approximately $6,300,000, which was included in the litigation accrual as of December 31, 2022. The Company's accruals for loss contingencies are reviewed quarterly and adjusted as additional information becomes available. The Company discloses the amount accrued if it is material or if such disclosure is necessary for our financial statements to not be misleading. If a loss is not both probable and reasonably estimable, or if an exposure to loss exists in excess of the amount previously accrued, the Company assesses whether there is at least a reasonable possibility that a loss, or additional loss, may have been incurred, and adjust the accruals and disclosures accordingly.

The Company is a wholly-owned subsidiary of its Parent and is a guarantor to its Parent or any of its Parent's subsidiaries and pledged assets against the debt and as a member of this affiliated group the Company may be included in claims brought against its Parent or the Parent's subsidiaries. We do not presently believe that the ultimate resolution of the litigation will have a material adverse effect on the Company's results of operations, financial condition, or cash flows. The outcome of litigation and other legal and regulatory matters is inherently uncertain, however, and it is possible that one or more of the legal matters currently pending or threatened could have a material adverse effect on our liquidity, financial position, and/or results of operations.

Lease commitments

Effective January 1, 2022, the Company adopted ASC 842 using the effective date method for initial application. The Company elected the use of the package of practical expedients permitted under the transition guidance which allows the Company not to reassess whether a contract contains a lease, carry forward the historical lease classification and not reassess initial direct lease costs. The Company also elected to apply the short-term measurement and recognition exemption in which the right-of-use (ROU) assets and lease liabilities are not recognized for short-term leases, representing those which have a term of less than twelve months. As a result, the Company has no short-term leases with an initial term of twelve months or less that are not recorded in the balance sheets. Adoption of this standard resulted in the Company recording ROU assets and corresponding lease liabilities of $5,514,561 and $10,166,197, respectively, as of January 1, 2022. The standard did not materially affect the consolidated statements of operations and had no impact on the consolidated statements of cash flows.

The Company determines if an arrangement is a lease at its inception. The Company evaluates whether (1) explicitly or implicitly identified assets have been deployed in the contract and (2) the Company obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. Operating lease ROU assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. ROU assets also include any initial direct costs and prepayments less lease incentives. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise such options. As the Company's leases generally do not provide an implicit rate, the Company uses its incremental borrowing rate based on the information available at the lease commencement date to calculate the lease liability that represents an estimate of the interest rate the Company would incur to borrow on a collateralized basis over the term of a lease within a particular currency environment.

For periods prior to January 1, 2022, the Company recorded rent expense related to leases on a straight-line basis over the term of the lease. Any difference between rent expense and rent paid as a result of

lease incentives or rent abatement periods was recorded as deferred rent in Other long-term liabilities in the Company's consolidated balance sheets.

The Company lease portfolio consists of a corporate office space, corporate-owned studio space and warehouse space in the United States. Certain lease agreements contain options that allow the Company to extend the lease agreement. All of the Company's leases are classified as operating leases.

In conjunction with the restructuring performed during July 2022, the Company ceased use of a facility under an operating lease which was to be used for corporate-owned studio concepts. As a result of the restructuring and change in use of the operating right-of-use asset, the Company concluded a triggering event had occurred and, accordingly, an interim impairment test was performed. Based on the condition of the facility and lack of identifiable potential sub-tenants, the Company concluded the carrying value of the asset group exceeded its fair value and recognized an impairment expense of $4,246,510. On December 28, 2022, the Company entered into a termination agreement with the landlord in which all future payments were relieved in exchange for $789,989. As a result of the termination agreement, the Company recognized a gain on termination of the lease of $3,466,927, which is included in Other income, net in the consolidated statements of operations.

The following table summarizes the balances as it relates to leases as of and for the year ended December 31, 2022:

	Classification	December 31, 2022
Operating Leases		
Operating lease right-of-use assets	Lease right-of-use asset	$ 10,420,479
Current portion of operating lease liabilities	Other current liabilities	$ 1,307,859
Long-term operating leases liabilities	Lease liabilities, net of current portion	14,520,656
Total operating lease liabilities		$ 15,828,515
Components of Lease Cost		
Operating lease costs		$ 1,656,950
Variable lease costs		1,121,130
Short-term lease costs		855,543
Total		$ 3,633,623
Weighted-average remaining lease term - operating leases		8.4 years
Weighted-average discount rate - operating leases		7.4 %

Maturities of the operating lease liabilities as of December 31, 2022 are as follows:

	Operating Leases
2023	$ 2,328,779
2024	2,555,626
2025	2,597,634
2026	2,629,751
2027	2,531,576
Thereafter	8,825,996
Total minimum lease payments	21,469,362
Less Imputed Interest	(5,640,847)
Present value of lease liability	$ 15,828,515

Supplemental disclosures of cash flow information related to leases were as follows for the year ended December 31, 2022:

	December 31, 2022
Cash paid, net, for lease liabilities	$ 1,312,165
Operating lease ROU assets obtained in exchange for operating lease liabilities	9,957,676

Previous Lease Guidance Disclosures

Rent expense was $469,678 and $245,247, respectively, for the years ended December 31, 2021 and 2020. The Company has presented rent expense during this period in Selling, general and administrative expenses in the consolidated statements of operations.

The minimum future rental payments under non-cancelable operating leases and finance leases under the previous lease guidance as of December 31, 2021, was as follows:

Year Ending December 31,	Operating Leases
2022	$ 994,765
2023	1,861,336
2024	1,916,842
2025	1,966,132
2026	1,730,362
Thereafter	6,557,259
Total minimum lease payments	$ 15,026,696

10. SUBSEQUENT EVENTS

The Company has evaluated subsequent events through November 21, 2023, the date the financial statements were available to be issued.

Subordinated Credit Agreement

On February 14, 2023, the Parent entered into a credit agreement (as amended, the “Subordinated Credit Agreement”) with certain subsidiaries of the Parent party thereto as guarantors (the “Guarantors”), Alter Domus (US) LLC, as administrative Agent and Australian security trustee, and the lenders party thereto.

The lender group consists of existing stockholders of the Parent led by affiliates of Kennedy Lewis Investment Management LP ("KLIM"), the investment manager to significant stockholders of the Parent and party to the Parent's Third Amended and Restated Stockholders' Agreement. The Subordinated Credit Agreement provides for a $90,000,000, five-and-a-half-year term loan facility (the "KLIM Term Loan") at an original issue discount of 3.00% payable in kind. The proceeds from the KLIM Term Loan were used by the Parent to pay down $20,100,000 of existing indebtedness and accrued interest and fees on its existing credit facility with JPMorgan Chase Bank, N.A., and to pay down other liabilities of the Parent and for general corporate purposes. The obligations under the Subordinated Credit Agreement are secured by substantially all of the assets of the Parent and the Guarantors.

Consents Under Credit Agreements

On each of March 31, 2023, May 21, 2023, June 30, 2023, August 31, 2023, September 15, 2023 and September 29, 2023, the Parent, as borrower, the lenders party thereto and JPMorgan Chase Bank, N.A. ("JPMorgan"), as administrative agent and Australian security trustee, entered into a Consent under Amended and Restated Credit Agreement (the "JPM Consents"), under the Senior Credit Agreement. Pursuant to the JPM Consents, the lenders agreed to extend the deadlines under the Senior Credit Agreement with respect to delivery of (i) the Parent's audited financial statements for the fiscal year ended December 31, 2022 (the "2022 Financial Statements"), together with the accompanying compliance certificate, to October 20, 2023, and (ii) the Parent's unaudited interim condensed consolidated financial statements for the first and second quarters ended March 31, 2023 and June 30, 2023 (together with the 2022 Financial Statements, the "Financial Statements") together with the accompanying compliance certificates, to October 24, 2023, in each case subject to the terms and conditions set forth in the JPM Consents.

On each of March 31, 2023, May 21, 2023, June 30, 2023, August 31, 2023, September 15, 2023 and September 29, 2023, the Parent as borrower, the lenders party thereto and Alter Domus (US) LLC as administrative agent, entered into a Consent Under Subordinated Credit Agreement (the "Subordinated Credit Agreement Consents") under the Subordinated Credit Agreement. Pursuant to the Subordinated Credit Agreement Consent, the lenders have agreed to extend the deadlines under the Subordinated Credit Agreement with respect to delivery of (i) the 2022 Financial Statements, together with the accompanying compliance certificate, to October 20, 2023, and (ii) the Parent's unaudited interim condensed consolidated financial statements for the first and second quarters ended March 31, 2023 and June 30, 2023, together with the accompanying compliance certificates, to October 24, 2023, in each case subject to the terms and conditions set forth in the Subordinated Credit Consents.

Amendment to the Subordinated Credit Agreement and Senior Credit Agreement

On October 20, 2023, the Parent entered into an Amendment to the Subordinated Credit Agreement. Pursuant to the amendment, the lenders agreed, subject to the satisfaction of certain conditions precedent, to extend credit in the form of an incremental loan in an original aggregate principal amount equal to $41,200,000, upon the same terms as the original loan amount, which the Parent received on October 23, 2023, provide delayed draw commitments in an aggregate principal amount of up $10,300,000, and extend the deadline under the Subordinated Credit Agreement with respect to the delivery of the Parent's quarterly financial statements for the first and second fiscal quarters of 2023, together with the accompanying compliance certificate, to November 8, 2023. The delayed draw commitments are available to be drawn until the date that is fifteen months following the effective date of the Amendment to the Subordinated Credit Agreement. The incremental term loans and delayed draw loans will accrue interest at a rate of 12.00% per annum, payable in kind, and will mature on August 13, 2028.

On October 20, 2023, the Company entered into a Fifth Amendment to the Senior Credit Agreement (the "Fifth Amendment"). Pursuant to the Fifth Amendment, the lenders agreed to permit the incremental loans and delayed draw commitments under the Subordinated Credit Agreement, and extend the deadline under the Senior Credit Agreement with respect to delivery of the Parent's quarterly financial statements

for the first and second fiscal quarters of 2023, together with the accompanying compliance certificate, to November 8, 2023. In addition, the minimum liquidity covenant was amended to require that, as of the end of each fiscal month, the Parent will not permit the sum of (i) Unrestricted Cash (as defined in the Senior Credit Agreement) and (ii) any undrawn commitments under the Specified Secured Subordinated Debt (as defined in the Senior Credit Agreement) to be less than $10,000,000, provided, however, that at no time shall the sum of (A) Unrestricted Cash and (B) any undrawn commitments under the Specified Secured Subordinated Debt be less than $7,500,000. The Fifth Amendment also required that that $5,000,000 in term loans under the Senior Credit Agreement be repaid, which the Parent repaid on October 23, 2023.

Departures and appointments in executive roles

As of March 29, 2023, Ben Coates has stepped down from his role as President and Chief Executive Officer of the Parent and will continue his role as a member of our Board of Directors. As of March 30, 2023, the Board appointed Tom Dowd as President and Chief Executive Officer.

On February 13, 2023, the Board appointed Robert Madore as Interim Chief Financial Officer, to serve while the Board conducts a formal search for a permanent Chief Financial Officer. Robert Madore, Interim Chief Financial Officer of the Parent, notified the Parent that he would be resigning from his position as Interim Chief Financial Officer. On July 13, 2023, the Board appointed Patrick Grosso as Interim Chief Financial Officer.

On March 29, 2023, the Board appointed Mark Wahlberg as Chief Brand Officer of the Parent, and Mr. Wahlberg will also continue to serve as a director of the Parent.

On July 13, 2023, Ryan Mayes stepped down from his role as Chief Strategy Officer to begin his role of Chief Operating Officer of the Parent.

Delisting from the NYSE

On May 16, 2023, the Parent received a notice from the New York Stock Exchange (the “NYSE”) that, as of May 15, 2023, it was not in compliance with the continued listing standard because the average closing price of the Parent’s common stock (the “common stock”) was less than $1.00 per share over a consecutive 30 trading-day period. The Parent also received a notice from the NYSE on April 3, 2023 indicating the Parent was not in compliance with Section 802.01E of the NYSE Listed Company Manual due to its failure to timely file its Annual Report on Form 10-K for the year ended December 31, 2022 (the “Form 10-K”) with the SEC. On August 25, 2023, the NYSE filed a Form 25 with the SEC to delist the Parent’s common stock from the NYSE because, in the opinion of the NYSE, the Parent's common stock was no longer suitable for continued listing and trading on the NYSE because of its "abnormally low" price levels. On September 5, 2023, the Parent’s common stock ceased to be listed on the NYSE. On November 7, 2023, the Parent filed with the Securities Exchange Commission a Form 15 to voluntarily deregister its common stock under Section 12(g) of the Exchange Act and suspend its reporting obligations under Section 15(d) of the Exchange Act.

Sublease of headquarter office space

On September 22, 2023, the Parent Company entered into an agreement with Kouto Inc. to sublease 23.6% of the Company’s office space at its global headquarters location in Austin, Texas.

Release agreement

On October 31, 2023, the Parent Company entered into a mutual termination and release agreement with Hillcrest Health LLC in connection with a multi-unit franchise agreement dated March 31, 2022, whereby both parties were released from all future obligations pursuant to that agreement and 84 equipment packs purchased pursuant to that agreement were returned to the Parent Company.

UNAUDITED FINANCIAL INFORMATION
As of August 31, 2023

THIS FINANCIAL INFORMATION HAS BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

F45 Training Incorporated

CONSOLIDATED BALANCE SHEET

(unaudited)

	August 31, 2023
Assets	
Current assets:	
Cash and cash equivalents	$ 398,606
Accounts receivable, net	6,866,198
Due from related parties, net	24,165
Inventories	42,024,932
Deferred costs	1,223,351
Prepaid expenses	5,461,305
Other current assets	3,026,602
Total current assets	59,025,159
Non-current assets:	
Lease right-of-use asset	9,954,971
Property and equipment, net	6,745,602
Intangible assets, net	1,920,896
Deferred costs, net of current portion	6,766,628
Right of return asset	7,452,174
Other long-term assets	5,720,598
Total assets	$ 97,586,028
Liabilities and Stockholder's Equity	
Current liabilities:	
Accounts payable and accrued expenses	$ 33,622,012
Other current liabilities	1,572,258
Deferred revenue	7,140,002
Income tax payable	1,380,472
Total current liabilities	43,714,744
Due to affiliates, net	15,080,754
Deferred revenue, net of current portion	1,428,507
Lease liabilities, net of current portion	13,622,954
Other long-term liabilities	689,447
Total liabilities	74,536,406
Commitments and contingencies (Note 9)	
Stockholder's equity:	
Common stock, $0.01 par value; 1,000 shares authorized, issued and outstanding as of August 31, 2023	10
Additional paid-in capital	179,754,520
Accumulated deficit	(156,704,908)
Total stockholder's equity	23,049,622
Total liabilities and stockholder's equity	$ 97,586,028

F45 Training Incorporated

CONSOLIDATED STATEMENTS OF OPERATIONS

(unaudited)

	Eight Months Ended August 31, 2023
Revenues:	
Franchise	$ 20,540,640
Equipment and merchandise	3,805,858
Total revenues	24,346,498
Cost and operating expenses:	
Cost of franchise revenue	2,800,848
Cost of equipment and merchandise	3,810,131
Selling, general and administrative expenses	40,241,988
Total costs and operating expenses	46,852,967
Loss from operations	(22,506,469)
Interest expense, net	(9,026)
Other income, net	320,221
Loss before income taxes	(22,195,274)
Provision for income taxes	—
Net loss	$ (22,195,274)

EXHIBIT D
OPERATIONS MANUAL TABLE OF CONTENTS

Topic	Pages
1. Introduction	2 pages
2. Getting Started	2 pages
3. Support	3 pages
4. Launch Pathway	1 page
5. Site Selection	4 pages
6. Equipment	7 pages
Equipment Catalog	47 pages
Studio & Equipment	40 pages
F45tv Manual	17 pages
LionHeart Manual	9 pages
7. Studio Requirements	7 pages
Signage	36 pages
8. Social Media & Marketing	4 pages
9. Final Approval	1 page
10. Maintaining your Studio	2 pages
11. Operating your Studio	9 pages
Brand Guidelines	21 pages
Marketing Guidelines	34 pages
Workout Program Catalog	96 pages
12. Members & Guests	4 pages
13. Products	2 pages
14. Training Programs	2 pages
Trainer Manual	19 pages
15. Personnel	6 pages
16. Occupational Health & Safety	6 pages
Health & Safety Manual	47 pages
17. Exit & Renewals	1 page
Total # of Pages	425

EXHIBIT E
LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Commissioner of the Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 876-7500 Toll Free: (866) 275-2677	**MARYLAND** Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**MICHIGAN** Consumer Protection Div., Franchise Section Attn: Kathryn A. Barron 670 G. Mennen Williams Building Lansing, Michigan 48913 (517) 373-7117
ILLINOIS Chief, Franchise Division Attorney General's Office 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**MINNESOTA** Securities Unit Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**NEW YORK** Office of New York State Attorney General Investor Protection Bureau, Franchise Section 120 Broadway, 23rd Floor New York, New York 10271 (212) 416-8236
NORTH DAKOTA North Dakota Securities Department 600 Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712	**VIRGINIA** State Corporation Commission Securities and Retail Franchising Division 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
RHODE ISLAND Department of Business Regulation – Securities Division John O. Pastore Complex 1511 Pontiac Avenue Building 69-1 Cranston, Rhode Island 02902 (401) 462-9500	**WASHINGTON** Department of Financial Institutions Securities Division - 3rd Floor West 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760

SOUTH DAKOTA Department of Labor and Regulation Securities Regulation Office 445 E. Capitol Avenue Pierre, South Dakota 57501-3185 (605) 773-4823	**WISCONSIN** Office of the Commissioner of Securities 345 West Washington Avenue, Fourth Floor Madison, Wisconsin 53703 (608) 261-9555

EXHIBIT F
CURRENT AND FORMER FRANCHISEES

Exhibit F-1: Open Studios

No	Territory	Franchisee	Franchisee Email	Franchisee Address	November 15, 2023 Update
	Alabama				
1	F45 Birmingham Central	HeChai LLC	birminghamcentral@f45training.com	2000 16th Ave S, Birmingham, AL 35205, USA	
2	F45 Daphne	Spire Fitness, LLC	daphne@f45training.com	1501 US-98, Daphne, AL 36526, USA	
3	F45 Spring Hill USA	Spire Fitness, LLC	springhillusa@f45training.com	3964 Airport Blvd, Mobile, AL 36608, USA	Terminated 9/2023 - Nonrenewal
4	F45 Tattersall at Greystone	Globo Gym, LLC	tattersallatgreystone@f45training.com	6215 Tattersall Blvd, Birmingham, AL 35242, USA	Closed - 08/2023
5	F45 West Huntsville	Korbi, LLC	westhuntsville@f45training.com	3414 Governors Dr SW, Huntsville, AL 35805, USA	
6	F45 North Auburn	Funky Bunch Fitness I, LLC	northauburn@f45training.com	1188 Opelika Rd, 700-1, Auburn, AL 36830, USA	
7	F45 Downtown Tuscaloosa	Funky Bunch Fitness I, LLC	downtowntuscaloosa@f45training.com	2008 University Blvd, Tuscaloosa, AL 35401, USA	
8	F45 Oxford AL	Funky Bunch Fitness III, LLC	oxfordal@f45training.com	541 Davis Loop, Oxford, AL 36203, USA	
9	F45 Vestavia at Liberty Park	Globo Gym, LLC	vestaviaatlibertypark@f45training.com	3215 Endeavor Lane, Ste 101, Vestavia Hills, AL 35242	
	Alaska				
1	F45 Midtown Anchorage	Fit Mouse, Limited	midtownanchorage@f45training.com	4307 Arctic Blvd, Anchorage, AK 99503, USA	
	Arizona				
1	F45 Scottsdale Midtown	Shores Fitness, LLC	scottsdalemidtown@f45training.com	11013 N Scottsdale Rd. Suite 100, Scottsdale, AZ 85254, USA	
2	F45 Biltmore	Keva Biltmore, LLC	biltmore@f45training.com	3147 East Lincoln Drive, Phoenix, Arizona 85016	
3	F45 East Phoenix	JenkNBake, LLC	eastphoenix@f45training.com	3844 N 32nd St, #101 Phoenix, AZ 85018, USA	
4	F45 Scottsdale Old Town	JenkNBake, LLC	scottsdaleoldtown@f45training.com	3712 N Scottsdale Rd, Scottsdale, AZ 85251, USA	
5	F45 Desert Ridge	JenkNBake, LLC	desertridge@f45training.com	5315 E High St, Phoenix, AZ 85054, USA	
6	F45 Chandler Steelyard	JIT Fitness 2, LLC	chandlersteelyard@f45training.com	5025 S Gilbert Rd #4, Chandler, AZ 85249	
7	F45 East Point 22	JIT Fitness, LLC	eastpoint22@f45training.com	10706 East Point TwentyTwo Blvd Ste 109, Mesa, AZ 85212	

8	F45 Santan Village	Kevin Heber Andrus	santanvillage@f45training.com	2810 S Market St, Gilbert, AZ 85295, USA	
9	F45 Chandler South	Kevin Heber Andrus	ocotillo@f45training.com	4901 S Arizona Ave, Chandler, AZ 85248, USA	
10	F45 Tempe South	Kevin Heber Andrus	tempesouth@f45training.com	9900 S Rural Rd, Tempe, AZ 85284, USA	
11	F45 Gilbert AZ	JIT Fitness LLC	gilberteast@f45training.com	4049 E Williams Field Rd, Gilbert, AZ 85295, USA	
12	F45 Chandler Heights	KAS Fitness, LLC	thepecansofqueencreek@f45training.com	24750 S Ellsworth Rd, Queen Creek, AZ 85142, USA	
13	F45 Chandler Airport	KAS Fitness, LLC	gilbertandthe202@f45training.com	3757 S Gilbert Rd, Gilbert, AZ 85297	
14	F45 Chandler North	Plu Ultra Corp	chandlernorth@f45training.com	1959 W Ray Rd, Chandler, AZ 85224, USA	
15	F45 Uptown Phoenix	Plu Ultra Corp	uptownphoenix@f45training.com	6210 N 7th St, Phoenix, AZ 85012	
16	F45 Tempe Town Lake	Keva, LLC	tempetownlake@f45training.com	430 N Scottsdale Rd, Tempe, AZ 85281, USA	
17	F45 Marana	Amazing LLC	marana@f45training.com	8275 N Silverbell Rd, Tucson, AZ 85743, USA	
18	F45 Oro Valley	Amazing Fitness LLC	orovalley@f45training.com	9740 N Oracle Rd, Oro Valley, AZ 85704, USA	
19	F45 Northeast Tucson	Amazing LLC	northeasttucson@f45training.com	7000 E Tanque Verde Rd, Tucson, AZ 85715, USA Suite 3	
20	F45 Sam Hughes	Amazing Fitness LLC	samhughes@f45training.com	800 N Country Club Rd, Tucson, AZ 85716, USA	
21	F45 Rita Ranch	Amazing Fitness LLC	ritaranch@f45training.com	10185 E Old Vail Rd, Tucson, AZ 85747, USA	
22	F45 St. Philips	Amazing LLC	stphilips@f45training.com	4280 N Campbell Ave ste# 100, Tucson, AZ 85718	
23	F45 Laveen	Ohana Fitness, LLC	laveen@f45training.com	4920 W Baseline Rd, Laveen Village, AZ 85339, USA	
24	F45 Queen Creek	Beyond Limits Sport 2, LLC	queencreek@f45training.com	21365 S Ellsworth Rd, Queen Creek, AZ 85142, USA	
25	F45 Arrowhead	Perseverance Fitness, LLC	arrowhead@f45training.com	7507 West Rose Garden Lane, Glendale, AZ 85308, USA	Terminated 10/2023 - Abandonment
26	F45 Scottsdale North East	Next Level Amazing LLC	dcranch@f45training.com	18221 N Pima Rd, Scottsdale, AZ 85255, USA	
27	F45 Downtown Phoenix	Keva Cave Creek LLC	tatumranch@f45training.com	28230 N Tatum Blvd, Cave Creek, Arizona 85331, USA	
28	F45 Avondale Arizona	Ohana Fitness, LLC	goodyear@f45training.com	633 Estrella Pkwy, Goodyear, AZ 85338, USA	
29	F45 North Peoria	GC White Inc.	northpeoria@f45training.com	24985 North 83rd Avenue, Peoria, AZ 85383, USA	

30	F45 West Woodside	Bravo One Fitness LLC	gilbertcitygate@f45training.com	1495 N Higley Rd, Gilbert, AZ 85234, USA	
31	F45 Hightown Chandler	Ohana Elite, LLC	hightownchandler@f45training.com	2040 S Alma School Rd #18, Chandler, AZ 85286, USA	Resold - 03/2023. New owner information provided. Closed - 10/2023
32	F45 Ahwatukee	Ohana Elite, LLC	ahwatukee@f45training.com	4645 E Chandler Blvd #114, Phoenix, AZ 85048, USA	Resold - 03/2023. New owner information provided
33	F45 East Catalina Foothills	FIRE FITNESS TUCSON	eastcatalinafoothills@f45training.com	6890 E Sunrise Dr #160, Tucson, AZ 85750, USA	Terminated 10/2023 - Abandonment
	Arkansas				
1	F45 West Little Rock	WLR FIT LLC	westlittlerock@f45training.com	301 N SHACKLEFORD RD SUITE H2, LITTLE ROCK, AR 72211, USA	Terminated by mutual consent - 9/23
2	F45 Maumelle	WLR FIT LLC	maumelle@f45training.com	13501 Crystal Hill Rd, North Little Rock, AR 72113, USA	Terminated by mutual consent - 10/23
	California				
1	F45 Goldenwest	Adam Shorter	goldenwest@f45training.com	15712 Gothard St, Huntington Beach, CA 92647, USA	
2	F45 Venice	CSS Venice, LLC	venice@f45training.com	2321 Abbot Kinney Blvd. #102, Venice, Los Angeles, California, United States, 90291	
3	F45 Pacific Palisades	Corporate Owned	pacificpalisades@f45training.com	532 Palisades Dr, Pacific Palisades, CA 90272, United States	
4	F45 San Diego Downtown	CSS DT San Diego, LLC	sandiegodowntown@f45training.com	1240 Tenth Avenue, San Diego, CA 92101, United States	Closed 07/2023
5	F45 North Mission Viejo	PK Fitness Ventures LLC	northmissionviejo@f45training.com	27835 Santa Margarita Pkwy, Mission Viejo, CA 92691, USA	
6	F45 Corona Del Mar	CDM Active Fitness LLC	coronadelmar@f45training.com	2935 East Coast Hwy, Corona Del Mar, CA 92625, United States	
7	F45 Newport Beach	NBE Active Fitness LLC	newportbeach@f45training.com	3305 Newport Blvd, Newport Beach, CA 92663, USA	
8	F45 La Jolla	CSS La Jolla, LLC	lajolla@f45training.com	7743 Fay Ave, La Jolla, San Diego, CA, United States	
9	F45 San Mateo	KMAJ LLC	sanmateo@f45training.com	24 42nd Ave, San Mateo, CA 94403, USA	
10	F45 Del Mar	CSS Del Mar, LLC	delmar@f45training.com	Del Mar, CA, United States	

11	F45 Tustin	Venture Into Fitness, LLC	tustin@f45training.com	139 W First St, Tustin, CA 92780, USA	
12	F45 Culver City	Charles William Herbert McNeil	culvercity@f45training.com	11194 Washington Pl, Culver City, CA 90232, USA	
13	F45 Warner Center	A.R.T. FITNESS INC.	warnercenter@f45training.com	21800 Ventura Blvd, Woodland Hills, CA 91364, USA	Terminating 12/2023 - Nonrenewal
14	F45 Pasadena	AUSSIE FIT LLC	pasadena@f45training.com	678 E Walnut Street, Pasadena, CA 91101	
15	F45 Little Italy	Kloiber Fit CA LLC	littleitaly@f45training.com	2155 Kettner Blvd, San Diego, CA 92101, USA	
16	F45 North Park	Kloiber Fit CA LLC	northpark@f45training.com	3800 30th St, San Diego, CA 92104, USA	
17	F45 Sorrento Valley	CSS Sorrento Valley, LLC	sorrentovalley@f45training.com	6755 Mira Mesa Blvd, San Diego, CA 92121, USA	
18	F45 Aliso Viejo	Soul Case, LLC	alisoviejo@f45training.com	Aliso Viejo Town Center, 26711 Aliso Creek Rd, #100A, Aliso Viejo CA 92656	
19	F45 Hermosa Beach	CSS Hermosa Beach, LLC	hermosabeach@f45training.com	1038 Hermosa Ave, Hermosa Beach, CA 90254, USA	
20	F45 Sherman Oaks	HIIT FIT LLC	shermanoaks@f45training.com	13752 Ventura Blvd, Sherman Oaks, CA 91423, USA	
21	F45 Santa Barbara	Tiago Henrique Baptista Magalhaes	santabarbara@f45training.com	528 Anacapa St, Santa Barbara, CA 93101, USA	
22	F45 San Diego East Village	Ballpark Village Fitness, LLC	sandiegoeastvillage@f45training.com	201 Park Blvd, #115 San Diego, CA 92101	
23	F45 Arts District	Mugen Fitness, LLC	artsdistrict@f45training.com	300 S Santa Fe Ave, Los Angeles, CA 90013, USA	
24	F45 Irvine Business Complex	Montego Bay, LLC	irvinebusinesscomplex@f45training.com	17835 Sky Park Circle Suite E Irvine, CA 92614	
25	F45 Laguna Hills	Capri Park, LLC	lagunahills@f45training.com	25260 La Paz Rd, Laguna Hills, CA 92653, USA	
26	F45 Stevenson Ranch	GreenSmithMiranda, Inc	stevensonranch@f45training.com	24142 Lyons Ave, Santa Clarita, CA 91321, USA	
27	F45 Huntington Beach Downtown	CFG Huntington Beach Downtown	huntingtonbeachdowntown@f45training.com	180 5th St, Huntington Beach, CA 92648, USA	
28	F45 5 Points HB	CFG Blocker LLC	5pointshb@f45training.com	18561 Beach Blvd, Huntington Beach, CA 92648, USA	
29	F45 Yorba Linda North	Beauty and the Beast LLC	yorbalindanorth@f45training.com	1135 E Imperial Hwy, Placentia, CA 92870, USA	

30	F45 Laguna Niguel	Venture Into Fitness, LLC	lagunaniguel@f45training.com	30251 Golden Lantern, Laguna Niguel, CA 92677, USA	Resold 03/2023 - New owner information reflected
31	F45 San Clemente	Capistrano Beach Fitness, Inc	sanclemente@f45training.com	101 W Avenida Vista Hermosa #474, San Clemente, CA 92672	
32	F45 Dana Point	Level Up Fitness, LLC	danapoint@f45training.com	34255 Pacific Coast Highway, Unit 111, Dana Point, CA 92629	
33	F45 North Beach	FitCal 03, LLC	northbeach@f45training.com	350 Bay St, San Francisco, CA 94133, USA	
34	F45 East Hillcrest	CSS East Hillcrest, LLC	easthillcrest@f45training.com	1255A University Ave, Hillcrest, San Diego, CA 92103, United States	
35	F45 North Sunnyvale	The Fitness Dept, LLC	northsunnyvale@f45training.com	671 Tasman Drive	
36	F45 North Temecula	JIT FITNESS 4 LLC	northtemecula@f45training.com	41493 Margarita Rd, Temecula, CA 92591, USA	
37	F45 Rancho Penasquitos	PQ Fitness LLC	ranchopenasquitos@f45training.com	13289 Black Mountain Rd, San Diego, CA 92129, USA	
38	F45 Downtown Walnut Creek	CS Legacy, LLC	downtownwalnutcreek@f45training.com	1545 Botelho Dr, Walnut Creek, CA 94596, USA	
39	F45 South Encino	HIIT FIT 3, LLC	southencino@f45training.com	15720 Ventura Blvd, Encino, CA 91436, USA	Terminating 12/2023 - Nonrenewal
40	F45 Bressi Ranch	Richards Rezac LLC	bressiranch@f45training.com	Palomar Airport Rd. and El Fuerte St. San Diego, CA 92009	
41	F45 Rancho Mission Viejo	LH Fit Family LLC	ranchomissionviejo@f45training.com	30595 Gateway Pl, San Juan Capistrano, CA 92675, USA	
42	F45 Dublin CA	Shanman Corp	dublinca@f45training.com	7544 Dublin Blvd., Dublin, CA, 94568	
43	F45 Calabasas	HIIT FIT 3 LLC	calabasas@f45training.com	23693 Calabasas Rd, Calabasas, CA 91302, USA	
44	F45 Pacific Beach	STTP LLC	pacificbeach@f45training.com	1225 Garnet Ave, San Diego, CA 92109, USA	
45	F45 Solana Beach	Koa Fit, LLC	solanabeach@f45training.com	330 S Cedros Ave, Solana Beach, CA 92075, USA	
46	F45 Redwood City	RWC Health & Wellness LLC	redwoodcity@f45training.com	2065 Broadway, Redwood City, CA 94063, USA	
47	F45 West Hollywood	Jaysco Weho LLC	westhollywood@f45training.com	1234 N La Brea Ave, West Hollywood, CA 90038, USA	
48	F45 Rancho Del Rey	Danah Jo vanRueth	ranchodelrey@f45training.com	1020 Tierra Del Rey, Chula Vista, CA 91910, USA	Closed 11/2023
49	F45 Westlake Village	REV-CMG Athletics, LLC	westlakevillage@f45training.com	31230 Cedar Valley Dr, Westlake Village, CA 91362, USA	

50	F45 North Point Loma	Ian Gonnella	northpointloma@f45training.com	3253 Kemper St, San Diego, CA 92110, USA	
51	F45 Encinitas Central	Fins Collective, LLC	encinitascentral@f45training.com	967 S Coast Hwy 101, Encinitas, CA 92024, USA	
52	F45 Thousand Oaks	Team Dowell Fitness, Inc	thousandoaks@f45training.com	820 Thousand Oaks Blvd, Thousand Oaks, CA 91360, USA	Resold 10/2023 - New owner information reflected
53	F45 Downtown Los Angeles	Big O Fitness Inc.	downtownlosangeles@f45training.com	1200 S Grand Ave, Los Angeles, CA 90015, USA	
54	F45 4S Ranch	C.K.C Fitness Inc.	4sranch@f45training.com	16625 Dove Canyon Rd Unit 105	
55	F45 La Quinta 111	JB Fit, LLC	laquinta111@f45training.com	78-370 CA-111, La Quinta, CA 92253	
56	F45 South Torrance	Oak Providence LLC	southtorrance@f45training.com	3965 Pacific Coast Highway, Torrance, CA 90505, USA	
57	F45 Marina Del Rey	KAT Management Company, LLC	cdelcastillo@f45training.com	4728b Lincoln Blvd, Marina del Rey, CA 90292, USA	
58	F45 Sacramento Midtown	Hunter Blincoe	sacramentomidtown@f45training.com	1720 21st Street, Sacramento, CA 95811, USA	
59	F45 Downtown Long beach	Khurshid Escalante	downtownlongbeach@f45training.com	270 W 3rd St, Long Beach, CA 90802, USA	
60	F45 Santa Rosa Bennett Valley	GN Enterprises LLC	santarosabennettvalley@f45training.com	3895 Princeton Dr, Santa Rosa, CA 95405, USA	Resold 07/2023 - New owner information reflected
61	F45 La Jolla Renaissance	CSS Renaissance, LLC	renaissance@f45training.com	8905 Towne Centre Dr, San Diego, CA 92122, USA	
62	F45 Alamitos Bay	Joshua Rothstein	alamitosbay@f45training.com	6467 E Pacific Coast Hwy, Long Beach, CA 90803, USA	
63	F45 Cupertino-Vallco	MRH Sports Science LLC	cupertino-vallco@f45training.com	19700 Vallco Pkwy, Cupertino, CA 95014, USA	
64	F45 Rocklin	Stephen Ward	rocklin@f45training.com	5130 Commons Dr, Rocklin, CA 95677, USA	
65	F45 South Coast Metro	Banes Performance, LLC	southcoastmetro@f45training.com	3821 S Bristol St, Santa Ana, CA 92704, USA	Closed - 01/2023
66	F45 Morgan Hill	PK Fitness Ventures LLC	morganhill@f45training.com	17460 Depot Street, Suite 100 Morgan Hill CA, 95037, USA	
67	F45 San Bruno	AKA Fitness, LLC	sanbruno@f45training.com	555 San Mateo Ave, San Bruno, CA 94066, USA	
68	F45 Glendale North	No Pain No Gail LLC	glendalenorth@f45training.com	611 N Brand Blvd, Glendale, CA 91203, USA	
69	F45 Corte Madera	Ariana Johar	cortemadera@f45training.com	1508 Redwood Hwy Corte Madera, CA 94925	

70	F45 Santa Monica Main St	GGS Training LLC	santamonica@f45training.com	2000 Main St, Ste B, Santa Monica CA 90405	
71	F45 Hollywood CA	Escalante Media Group Hollywood LLC	hollywoodca@f45training.com	6430 Sunset Blvd, Los Angeles, CA 90028, USA	
72	F45 Sunset Strip	CFG Sunset Strip, LLC	sunsetstrip@f45training.com	745 N San Vicente Blvd, West Hollywood, CA 90069, USA	
73	F45 North Santa Rosa	GN Enterprises LLC	northsantarosa@f45training.com	3565 Industrial Drive, Santa Rosa, CA 95403	Resold 07/2023 - New owner information reflected
74	F45 Windsor-Healdsburg	GN Enterprises LLC	windsor-healdsburg@f45training.com	8898 Brooks Rd S, Windsor, CA 95492, USA	Resold 07/2023 - New owner information reflected
75	F45 Central Burbank	Mohamed Aziz	centralburbank@f45training.com	213 E Orange Grove Ave, Burbank, CA 91502, USA	
76	F45 Carmel Mountain Ranch	Carmel Mountain Fitness Group Inc.	carmelmountainranch@f45training.com	11467 Carmel Mountain Rd, San Diego, CA 92128, USA	
77	F45 Petaluma	GN Enterprises LLC	petaluma@f45training.com	105 N McDowell Blvd, Petaluma, CA 94954, USA	Resold 07/2023 - New owner information reflected
78	F45 San Rafael	Alleycat Enterprises, LLC	sanrafael@f45training.com	239 3rd St, San Rafael, CA 94901, USA	
79	F45 Willow Glen East	Setoguchi Health & Wellness, LLC	willowgleneast@f45training.com	1150 Foxworthy Ave, San Jose, CA 95118, USA	
80	F45 Fresno North	Geak Life LLC	fresnonorth@f45training.com	218 E River Park Cir, Fresno, CA 93720, USA	
81	F45 Ventura Main	Curtis Joseph Dowell	venturamain@f45training.com	1150 Callens Rd, Ventura, CA 93003, USA	
82	F45 Oakland Uptown	Spencer Hooper	oaklanduptown@f45training.com	2540 Telegraph Ave, Oakland, CA 94612, USA	
83	F45 Mountain View South	BLT Fitness, LLC	mountainviewsouth@f45training.com	1350 Grant Rd, Mountain View, CA 94040, USA	
84	F45 La Costa	GF Fitness Ventures, LLC	lacosta@f45training.com	3247 Camino De Los Coches, Carlsbad, CA 92009, USA	
85	F45 Poinsettia	GF Fitness Ventures, LLC	carlsbadpoinsettia@f45training.com	7030 Avenida Encinas, Suite 130, Carlsbad CA 92011	
86	F45 Coronado CA	CG Coronado, LLC	coronado@f45training.com	1000 C Ave, Coronado, CA 92118, USA	
87	F45 Manhattan Beach Pacific	CSS Manhattan Beach Pacific, LLC	manhattanbeachpacific@f45training.com	2001 N Sepulveda Blvd, Manhattan Beach, CA 90266, USA	

88	F45 Oceanside Pier	Stephanie Feld	oceansidepier@f45training.com	349 N Cleveland St, Oceanside, CA 92054, USA	
89	F45 Porter Ranch	DNA HIIT, LLC	porterranch@f45training.com	19300 Rinaldi St, Porter Ranch, CA 91326, USA	
90	F45 Rowland Heights	Bravado Partners, LLC	rowlandheights@f45training.com	18558 Gale Ave, City of Industry, CA 91748, USA	
91	F45 Diamond Bar	Zeal Investment LLC	diamondbar@f45training.com	303 S Diamond Bar Blvd, Suite M, Diamond Bar, CA 91765	
92	F45 Murrieta North	Coonradt Enterprises, LLC	murrietanorth@f45training.com	36100 Hidden Springs Rd, Wildomar, CA 92595, USA	
93	F45 La Mesa	Hunter Fitness Series 1, LLC	lamesa@f45training.com	8716 La Mesa Blvd, La Mesa, CA 91942, USA	
94	F45 Eastlake Village	DC Strength, LLC	eastlakevillage@f45training.com	2260 Otay Lakes Rd, Chula Vista, CA 91915, USA	
95	F45 Branham Park	S2E Fitness, LLC	branhampark@f45training.com	1705 Branham Ln, San Jose, CA 95118, USA	
96	F45 Otay Ranch	Cavanary Fitness, Inc	otayranch@f45training.com	1680 Metro Ave suite 100, Chula Vista, CA 91915, USA	Closed 11/2023
97	F45 San Marcos	Johnny Phan	sanmarcos@f45training.com	630 Nordahl Rd, San Marcos, CA 92069, USA	
98	F45 Moraga	Kristen Morcos	moraga@f45training.com	535 Center St, Moraga, CA 94556, USA	
99	F45 North Cucamonga	Raw Focus LLC	northcucamonga@f45training.com	11144 Foothill Blvd, #130 Rancho Cucamonga, CA 91730, USA	
100	F45 Folsom	S & H Enterprises	chinohills@f45training.com	15857 Pomona Rincon Rd Ste. 101, Chino Hills, CA 91709, USA	
101	F45 El Dorado Hills	Venture Into Fitness, LLC	costamesasquare@f45training.com	3030 Harbor Blvd E, Costa Mesa, CA 92626	
102	F45 West Roseville	Bredemeier-Coonradt Enterprises LLC	westparkroseville@f45training.com	2310 Pleasant Grove Blvd ste 160, Roseville, CA 95747, USA	
103	F45 Studio City	Jaysco Studio City LLC	studiocity@f45training.com	11055 Ventura Boulevard, Studio City, CA, USA	
104	F45 Goleta East	Parker Magalhaes Corporation	goletaeast@f45training.com	5186 Hollister Ave, Santa Barbara, CA 93111, USA	
105	F45 Carlsbad Village	F45 Carlsbad Village, LLC	carlsbadvillage@f45training.com	1040 Carlsbad Village Dr, Carlsbad, CA 92008, USA	
106	F45 Santee	Katch Fitness LLC	santee@f45training.com	9802 N Magnolia Ave, Santee, CA 92071, USA	
107	F45 Rancho Santa Margarita	Rancho SM Fitness, LLC	George@ozsportsgroup.com	30451 Avenida de las Flores Suite B, Rancho Santa Margarita, CA, 92688	Terminated by Franchisor 10/2023
	Colorado				

1	F45 Highlands Ranch	HH Highlands Ranch, LLC	highlandsranch@f45training.com	2670 E County Line Rd, Littleton, CO 80126, USA	
2	F45 West Arvada	Get Ripped LLC	westarvada@f45training.com	14455 W 64th Ave, Arvada, CO 80004, USA	
3	F45 Central Boulder	WJM Ventures, LLC	centralboulder@f45training.com	1750 29th Street, Boulder, CO 80301	
4	F45 Sloans Lake	Halyard Holding LLC	sloanslake@f45training.com	1525 Raleigh St, Denver, CO 80204, USA	
5	F45 Central Park CO	Stay Ripped, LLC	centralparkco@f45training.com	3996 Central Park Blvd, Denver, CO 80230, USA	
6	F45 Northgate CO	Colorado Springs Fitness Inc.	northgateco.admin@f45training.com	12245 Voyager Pkwy, suite 100, Colorado Springs, CO 80921, USA	Closed 10/2023
7	F45 Longmont	Settle For Fit LLC	longmont@f45training.com	900 S Hover St, Longmont, CO 80501, USA	Resold 10/2023 - reflects new owner information
8	F45 RiNo CO	Lake Champlain Fitboss, LLC	rinoco@f45training.com	3400 Blake St, Denver, CO 80205, USA	
9	F45 North Thornton	Plu Ultra Corp.	norththornton@f45training.com	14340 Lincoln St, Thornton, CO 80023, USA	
10	F45 Colorado Springs Central	Colorado Springs Fitness Inc.	coloradospringscentral@f45training.com	5182 North Nevada Ave. Suite 120 Colorado Springs, CO 80918	
11	F45 Centennial East	Fight on Forever, LLC	centennialeast@f45training.com	6232 S Parker Rd, Centennial, CO 80016, USA	
12	F45 Stetson Hills	K&R Fitness LLC	stetsonhills@f45training.com	5860 Barnes Rd, Colorado Springs, CO 80922, USA	Resold 02/2023 - reflects new owner information
13	F45 Civic Center Park	Kevin Heber Andrus	uptowndenver@f45training.com	464 E 19th Ave, Denver, CO 80203, USA	
14	F45 South Park Hill	F45 Training Cherry Creek LLC	southparkhill@f45training.com	1305 Krameria Street, Denver, CO 80220, USA	
15	F45 North Arvada	BainSlater, Inc.	northarvada@f45training.com	7350 W 88th Ave, Westminster, CO 80021, USA	
16	F45 Foxstone	Grid Fitness Foxstone LLC	fortcollinssouth@f45training.com	2842 Council Tree Ave. Suite 101 Fort Collins, CO 80525	
17	F45 Fort Collins Downtown	Grid Fitness FoCo LLC	fortcollinsdowntown@f45training.com	221 E Mountain Ave, Fort Collins, CO 80524, USA	
18	F45 Observatory Park	Observatory Lobo, LLC	corymerrill@f45training.com	1699 S Colorado Blvd, Denver, CO 80222, USA	
19	F45 East Downtown Denver	PLU ULTRA CORP	goldentriangle@f45training.com	919 Bannock Street Denver, CO 80204	
20	F45 Tennyson	Plu Ultra Corp	westhighland@f45training.com	3460 W 38th Ave, Denver, CO 80211, USA	

21	F45 Belmar	Plu Ultra Corp.	belmar@f45training.com	7349 W Alaska Dr, Lakewood, CO 80226, USA	
22	F45 Homestead Hills	Plu Ultra Corp	parker@f45training.com	19250 E Lincoln Avenue Parker, Colorado 80138	
23	F45 Briargate	Team Fitness LLC	briargate@f45training.com	5680 E Woodmen Rd, Colorado Springs, CO 80920	Terminated 10/2023 - Abandonment
24	F45 Southlands CO	Forever Ripped LLC	southlandsco@f45training.com	24112 E Orchard Rd, Aurora, CO 80016, USA	
25	F45 Green Mountain	Dalton Fitness Corp	greenmountain@f45training.com	2585 South Lewis Way, Denver, CO 80227, USA	
26	F45 Lowry	Lowry Lobo LLC	Lowry@f45training.com	101 Ulster Ct, Denver, CO 80230, USA	Terminated 06/2023 - Mutual agreement
	Connecticut				
1	F45 Fairfield USA	CSS Fairfield CT, LLC	fairfieldusa@f45training.com	915-917 Post Road, Fairfield, CT 06824, United States	
2	F45 Glastonbury	ET Fitness LLC	glastonbury@f45training.com	730 Hebron Avenue, Glastonbury, CT 06033, USA	
3	F45 Stamford Harbor Point	CSS South Norwalk LLC	stamfordharborpoint@f45training.com	121 Towne St, Stamford, CT 06902, USA	
4	F45 Westport	BT Squared 2, LLC	westport@f45training.com	222 Post Road West, Westport, CT 06880	
5	F45 South Norwalk	CSS South Norwalk LLC	southnorwalk@f45training.com	515 West Ave, Norwalk, CT 06850, USA	
6	F45 West Hartford	Functional Fitness of West Hartford, LLC	westhartford.admin@f45training.com	31 Crossroads Plaza, West Hartford CT 06119	
7	F45 Shelton	DMG Fitness, LLC	shelton@f45training.com	391 Bridgeport Avenue, Shelton, CT, USA	
8	F45 Avon CT	Functional Fitness of West Hartford LLC	avonct@f45training.com	260 W Main St, Avon, CT 06001, USA	Terminated 10/2023 - Abandonment
9	F45 Branford CT	CT Shoreline Fitness, Inc.	branfordct@f45training.com	1060 W Main St, Branford, CT 06405, USA	
10	F45 Hamden South	T&T Fitness Guilford, LLC	hamdensouth@f45training.com	2380 Dixwell Ave, Hamden, CT 06514, USA	Terminated 11/2023 - Terminated by Franchisor
11	F45 Guilford CT	T&T Fitness Guilford, LLC	guilfordct@f45training.com	1919 Boston Post Rd, Guilford, CT 06437, USA	
	District of Columbia				
1	F45 U Street	Balance Gym U Street, LLC	ustreet@f45training.com	1020 U St NW, Washington, DC 20001, USA	

2	F45 Columbia Heights	Balance Gym Columbia Heights, LLC	columbiaheights@f45training.com	1400 Irving St Unit 150 NW Washington DC 20010	
3	F45 Navy Yard - Wharf	Paul Edward Boehm	navyyard-wharf@f45training.com	1250 Half Street Southeast, Washington, DC 20003, USA	
4	F45 Noma	JD Studio Fitness IX, LLC	noma@f45training.com	200 K St NE, Washington, DC, USA	
5	F45 Edgewood DC	Little Bit Fit LLC	edgewooddc@f45training.com	680 Rhode Island Ave NE, Washington, DC	
	Florida				
1	F45 Midtown Miami	JMA Training, LLC	midtownmiami@f45training.com	2816 NE 2nd Ave, Miami, FL 33137, USA	
2	F45 Doral	Sognare Group LLC	doral@f45training.com	7500 NW 104th Ave , Doral, FL 33178, United States	
3	F45 Lakewood Ranch	941 Fitness, LLC	sarasotautc@f45training.com	8405 Honore Ave, University Park, FL 34201, USA	
4	F45 Sarasota	941 Fitness, LLC	sarasota@f45training.com	1900 Main St, Sarasota, FL 34236, USA	
5	F45 Upper Eastside	SMP Fitness LLC	uppereastside@f45training.com	7549 Biscayne Blvd, Miami, FL 33138, USA	Terminated 10/2023 - Nonrenewal
6	F45 North Weston	Bronte Associates, LLC	northweston@f45training.com	Suite 1, 2575 Glades Cir, Weston, FL 33327, USA	
7	F45 Coral Gables	SMP Fitness South, LLC	coralgables@f45training.com	5958 S Dixie Hwy, South Miami, FL 33143, USA	
8	F45 Sparkman Tampa	F45 Downtown, LLC	sparkmantampa@f45training.com	615 Channelside Dr, Tampa, FL 33602, USA	
9	F45 St Petersburg	MB St. Pete, LLC	stpetersburg@f45training.com	1575 4th St N, St. Petersburg, FL 33704, USA	
10	F45 West Shore	HIIT Midtown Tampa LLC	midtowntampa@f45training.com	1109 Assembly Drive, Tampa, FL 33607	
11	F45 Boca Raton	Irish Properties Group, LLC	bocaraton@f45training.com	1101 S Federal Hwy, Boca Raton, FL 33432, United States	
12	F45 West Boca Raton	Irish Properties Group, LLC	westbocaraton@f45training.com	9658 Glades Rd Suite 240, Boca Raton, FL 33434	
13	F45 Plantation	FIA FIT, LLC	kendallwest@f45training.com	4292 SW 152nd Ave, Miami, FL 33185, USA	
14	F45 Land O'Lakes	FitDC FL, LLC	landolakes@f45training.com	18963 FL-54, Lutz, FL 33558, USA	
15	F45 West Palm Beach	Florida Fitness of West Palm Beach, LLC	westpalmbeach@f45training.com	531 Evernia St, West Palm Beach, FL 33401, USA	
16	F45 Hunters Creek	Tweedle Fit LLC	hunterscreek@f45training.com	2055 Town Center Blvd, Orlando, FL 32837, USA	
17	F45 Naples	M3B HIIT LLC	naples@f45training.com	2356 Pine Ridge Rd, Naples, FL 34109, USA	

18	F45 Corkscrew	M3B HIIT LLC	corkscrew@f45training.com	19810 Village Center Dr. Suite 110A, Fort Myers, FL 33913	Terminated 09/2023 - Nonrenewal
19	F45 Coconut Creek	Irish Properties Group, LLC	coconutcreek@f45training.com	5375 Lyons Rd, Coconut Creek, FL 33073, USA	
20	F45 West Coral Springs	Premier Fitness Results Inc.	coralspringswest@f45training.com	10595 Wiles Rd, Coral Springs, FL 33076, USA	
21	F45 Deerwood	C3J Corporation	deerwood@f45training.com	8738 Baymeadows Rd. East, Suite 104, Jacksonville, FL 32256	
22	F45 Westchase	PWS Fitness Westchase LLC	westchase@f45training.com	9550 W Linebaugh Ave, Westchase, FL 33626, USA	
23	F45 Jupiter	MJA Training, LLC	jupiter@f45training.com	5500 Military Trail, Jupiter, FL 33458, USA	Termination 10/2023 - Nonrenewal
24	F45 Largo East	Lani Fitness, LLC	largoeast@f45training.com	2715 East Bay Dr., Largo, FL 33771	
25	F45 Tarpon Bay	M3B HIIT, LLC	tarponbay@f45training.com	2415 Tarpon Bay Blvd, Naples, FL 34119, USA	
26	F45 Jacksonville Beach	Link107, LLC	jacksonvillebeach@f45training.com	325 9th Avenue North, Jacksonville Beach, FL 32250, USA	
27	F45 Trinity	Kanga Lean, Inc.	trinity@f45training.com	8900 Strength Avenue New Port Richey, FL 33626	
28	F45 Viera	Susan Soughers	viera@f45training.com	5410 Murrell Rd, Rockledge, FL 32955, USA	
29	F45 Aventura	Mayara Machado De Figueiredo Costa	aventura@f45training.com	3565 N.E. 207th Street Suite # A-12	
30	F45 Ponte Vedra Beach	Link 107, LLC	pontevedrabeach@f45training.com	544 Marsh Landing Pkwy, Jacksonville Beach, Unit 2, FL 32250, USA	
31	F45 Clearwater	Coastal Performance Florida, LLC	clearwater@f45training.com	2551 Drew St, Clearwater, FL 33765, USA Suite 303	
32	F45 Country Walk	MaD Fitness Group, LLC	countrywalk@f45training.com	13751 SW 152nd St, Miami, FL 33177, USA	
33	F45 Pembroke Pines	Mario Hernandez	pembrokepineswest@f45training.com	18211 Pines Blvd Pembroke Pines, FL 33029	
34	F45 Davie FL	Epic Fitness Davie LLC	daviefl@f45training.com	11452 W State Rd 84, Davie, FL 33325, USA	
35	F45 Miramar	Epic Fitness Miramar LLC	miramar@f45training.com	12721 Miramar Pkwy, Miramar, FL 33027, USA	
36	F45 Pinecrest	MaD Fitness Group, LLC	pinecrest@f45training.com	12705 S Dixie Hwy, Miami, FL 33156, USA	
37	F45 Wellington Florida	Florida Fitness of Wellington, LLC	wellingtonflorida@f45training.com	2863 S State Rd 7 suite 100, Wellington, FL 33414, USA	

38	F45 West Brandon	Matthew Ryan Joyce	westbrandon@f45training.com	1602 W Brandon Blvd, Brandon, FL 33510, USA	
39	F45 New Tampa	Matthew Ryan Joyce	newtampa@f45training.com	18035 Highwoods Preserve Pkwy, Tampa, FL 33647, USA	
40	F45 West Boynton	MaD Fitness Group, LLC	westboynton@f45training.com	8773 W Boynton Beach Blvd, Boynton Beach, FL 33472, USA	
41	F45 Greenfield FL	Aluna Fitness, LLC	greenfieldfl@f45training.com	13550 Atlantic Blvd, Jacksonville, FL 32225, USA	
42	F45 Downtown Orlando	JD Studio Fitness X, LLC	downtownorlando@f45training.com	777 N Orange Ave, Orlando, FL 32801, USA	
43	F45 Cooper City	JSBailey Ventures LLC	coopercity@f45training.com	9600 Stirling Rd, Cooper City, FL 33024, USA	
44	F45 South Stuart	Matthew Right	southstuart@f45training.com	4241 SE Federal Hwy, Stuart, FL 34997, USA	
45	F45 Fruit Cove	Craig Jeckel	fruitcove@f45training.com	71 Doctors Village Drive, Saint Johns, Florida 32259	
46	F45 Oldsmar	MB Oldsmar, LLC	oldsmar@f45training.com	4011 Tampa Rd, Oldsmar, FL 34677, USA	
47	F45 Pompano Beach	Evolution Performance & Fitness, LLC	pompanobeach@f45training.com	824 N Federal Hwy, Pompano Beach, FL 33062, USA	
48	F45 Nona	JD Studio Fitness IV, LLC	nona@f45training.com	13084 Narcoossee Rd, Orlando, FL 32832, USA	
49	F45 Hodges-Kernan	Link 107, LLC	hodges-kernan@f45training.com	12675 Beach Blvd, Jacksonville, FL 32246, USA	
50	F45 Tallahassee Midtown	JD Studio Fitness, LLC	tallahasseemidtown@f45training.com	1309 Thomasville Rd, Tallahassee, FL 32303, USA	
51	F45 Horizon West	JD Studio Fitness I, LLC	horizonwest@f45training.com	5742 Hamlin Groves Trail, Winter Garden, Florida, 34787	
52	F45 Dr Phillips	Morley Family LLC	drphillips@f45training.com	7932 W Sand Lake Rd, Orlando, FL 32819, USA	
53	F45 The Grove at Wesley Chapel	B1 Health and Fitness Incorporated	thegroveatwesleychapel@f45training.com	Unit 102 at 6027 Wesley Grove Blvd, Wesley Chapel, FL	
54	F45 Lake Mary	William Anthony Notte	lakemary@f45training.com	1120 Townpark Ave, Suite B1012, Lake Mary 32746	
55	F45 Delray Beach	Sean P. Downes	delraybeach@f45training.com	301 NE 1st St, Delray Beach, FL 33483, USA	
56	F45 Lakewood Ranch North	JR Fitness Solutions, LLC	lakewoodranchnorth@f45training.com	9648 SR-64 East, Bradenton, Fl 34212	
57	F45 Lutz	Chalmers & Co, LLC	lutz@f45training.com	23600 State Road 54, Lutz, Florida 33559	
58	F45 Destin	Get Shredded, LLC	destin@f45training.com	34894 Emerald Coast Pkwy, Destin, FL 32541, USA	

59	F45 Baldwin Park FL	Spark Code Training, LLC	baldwinparkfl@f45training.com	4837 New Broad Street, Orlando, FL 32814, USA	
60	F45 Coral Ridge	S&S Fitness Group, LLC	coralridge@f45training.com	3101 N Federal Hwy, Oakland Park, FL 33306, USA	
61	F45 The Cove	Michael Padden	thecove@f45training.com	744 South Federal Highway, Deerfield Beach, Florida 33441	
62	F45 South Beach	Alfredo Nemer	southpointemiami@f45training.com	601 Washington Ave, Miami Beach, FL 33139, USA	
63	F45 Oviedo	Tara Sue Strauss	oviedo@f45training.com	310 W Mitchell Hammock Rd SUITE 200, Oviedo, FL 32765, USA	
64	F45 Maitland City Centre	Tara Sue Strauss	maitlandcitycentre@f45training.com	155 S Orlando Ave, Maitland, FL 32751, USA	
65	F45 Clermont	Legend Fit, LLC	clermont@f45training.com	4387 SOUTH HIGHWAY 27, CLERMONT, FL 34711	
66	F45 Hollywood Hills FL	Prestige Worldwide Studios, LLC	hollywoodhillsfl@f45training.com	250 S State Rd 7, Hollywood, FL 33023, USA	
67	F45 West Delray	MaD Fitness Group, LLC	westdelray@f45training.com	8870 West Atlantic Avenue, Delray Beach, FL 33446, USA	
68	F45 Swamp Town	JD Studio Fitness LLC	swamptown@f45training.com	4871 Celebration Pointe Ave, Suite 20, Gainesville, FL 32608.	
69	F45 Sampson	Glorious Training Group Inc	murabella@f45training.com	185 Murabella Parkway, St. Augustine, FL, USA	
70	F45 Nob Hill Estates - Cross Creek	Fitness Ventures of South Florida LLC	nobhillestates@f45training.com	835 N Nob Hill Rd, Plantation, FL 33324, USA	
71	F45 Pembroke Gardens	Fitness Ventures of South Florida LLC	pembrokegardens@f45training.com	14554 SW 5th St Suite 7060, Pembroke Pines, FL 33027, USA	
72	F45 Tuskawilla	Tuskawilla Fitness, LLC	tuskawilla.admin@f45training.com	5285 Red Bug Lake Rd, Winter Springs, FL 32708, USA	
73	F45 East Sarasota Springs	12:22, LLC	lakewoodranchsouth@f45training.com	3090 Fruitville Commons Blvd, Sarasota, FL 34240, USA	
74	F45 Sodo FL	Functional Fitness Sodo, LLC	sodofl@f45training.com	25 West Crystal Lake Street, Suite 157, Orlando, FL 32806, USA	
75	F45 Lake Mary Central FL	Functional Fitness Lake Mary, LLC	lakemaryprimera@f45training.com	901 Currency Circle, Lake Mary, FL 32746, USA	
76	F45 Riverview FL	PWS Fitness Riverview, LLC	riverviewfl@f45training.com	9926 Upper Alafia Ct. Riverview, FL 33578	
77	F45 Coral Way	Padden, LLC	coralway@f45training.com	2750 Coral Way, Miami, FL 33145, USA	
78	F45 Port Charlotte (West)	Bluemar Fitness, LLC	portcharlottewest@f45training.com	4300 Kings Highway, Punta Gorda, Charlotte, Florida 33980, USA	Terminated 09/2023 - Abandonment
79	F45 Tampa Heights	F45 Downtown, LLC	tampaheights@f45training.com	106 W Oak Ave, Tampa, FL 33602, USA	

80	F45 Fleming Island	Elevate Your Life LLC	flemingisland@f45training.com	4701 U.S. 17, Orange Park, FL 32003, USA	Terminated 08/2023 - Abandonment
81	F45 River City	Club Sports Studios LLC	rivercity@f45training.com	13121 City Center Blvd, Ste 100, Jacksonville, FL 32218	
82	F45 Winter Springs	J & S Partners, LLC	wintersprings@f45training.com	861 E State Rd 434, Winter Springs, FL 32708, USA	
83	F45 Siesta Key	CRA3, LLC	siestakey@f45training.com	3908 South Tamiami Trail, Sarasota, FL 34231, USA	
84	F45 Brickell	EKM Fitness Brickell, LLC	brickell@f45training.com	923 Brickell Ave, Miami, FL 33131, USA	
	Georgia				
1	F45 Buckhead	HH Mid Atlantic, LLC	buckhead@f45training.com	220 Pharr Road Northeast, Atlanta, GA 30305, United States	
2	F45 North Smyrna	PRATLmade, Inc	northsmyrna@f45training.com	2440 Atlanta Rd SE, Smyrna, GA 30080, USA	
3	F45 Sandy Springs City Center	Halftime 180, LLC	sandyspringscitycenter@f45training.com	6125 Roswell Rd, Atlanta, GA 30328, USA	
4	F45 Decatur	Eastern Wellness Group, LLC	decatur@f45training.com	1605 Church Street, Suite 680 Decatur, GA 30033	
5	F45 Pooler	GoGo Health and Fitness, Inc	pooler@f45training.com	492 Jimmy DeLoach Pkwy, Ste 104, Savannah, GA 31407	
6	F45 Upper Westside Atlanta	Halftime 180, LLC	upperwestsideatlanta@f45training.com	2275 Marietta Blvd NW, Atlanta, GA 30318, USA	
7	F45 Dunwoody Central	ATLAPEX45, Inc.	dunwoodycentral@f45training.com	237 Perimeter Center Parkway Northeast, Dunwoody, GA 30346, USA	
8	F45 East Cobb	Standard Athletics Inc	eastcobb@f45training.com	4365 Roswell Rd, Marietta, GA 30062, USA	
	Hawaii				
1	F45 Kahala	Pono Fitness, LLC	kahala@f45training.com	4400 Kalaiana'ole Hwy, Honolulu HI 96821	
2	F45 Pearlridge	Xplore Fitness LLC	pearlridge@f45training.com	98-1005 Moanalua Rd, Aiea, HI 96701, USA	
3	F45 Kapolei West	Pono Fitness, LLC	kapoleiwest@f45training.com	2114 Lauwilwili St Apt 102B , Kapolei Hawaii 96707	
4	F45 Ala Moana	Mohala Fitness, Inc.	alamoana@f45training.com	956 Kawaiahao St, Honolulu, HI 96814, USA	
5	F45 Hawaii Kai	David Morenfeld	hawaiikai@f45training.com	377 Keahole St, Honolulu, HI 96825, USA	

	Idaho				
1	F45 Meridian South	Kinda Fit, LLC	meridiansouth@f45training.com	3068 E Overland Rd, Meridian, ID 83642, United States	
2	F45 South Eagle	Buckingham Vo Enterprises LLC	southeagle@f45training.com	2794 S Eagle Rd, Ste 130 Eagle, ID 83616	
3	F45 Meridian West	K & L Affairs, LLC	meridianwest@f45training.com	1750 W McMillan Rd Suite 105, Meridian, ID 83646, USA	Terminated 10/2023 - Nonrenewal
4	F45 Couer D'laene	B&Z Fitness LLC	coeurd'alene@f45training.com	348 W Bosanko Ave, Coeur d'Alene, ID 83815, USA	
5	F45 East Idaho Falls	The Happy Girl Hustle LLC	eastidahofalls@f45training.com	3630 South 25th East, Idaho Falls, Idaho 83404, USA	
	Illinois				
1	F45 East Evanston	Chicago Athletic Clubs, LLC	eastevanston@f45training.com	1723 Benson Ave, Evanston, IL 60201, USA	
2	F45 Lincoln Park North	Chicago Athletic Clubs, LLC	lincolnparknorth@f45training.com	1001 W Diversey Pkwy, Chicago, IL 60614, USA	
3	F45 Glen Ellyn	CFG Glen Ellyn, LLC	glenellyn@f45training.com	369 Roosevelt Rd, Glen Ellyn, IL 60137, USA	
4	F45 Naperville	CFG Naperville, LLC	naperville@f45training.com	790 Royal St George Dr #126, Naperville, IL 60563, USA	
5	F45 Geneva	CFG Geneva LLC	geneva@f45training.com	962 South Randall Road, St. Charles, IL 60175	
6	F45 Schaumburg	CFG Schaumburg, LLC	schaumburg@f45training.com	160e South Roselle Road, Schaumburg, IL 60193, USA	
7	F45 Downers Grove	Martyn Dean	downersgrove@f45training.com	151 West Ogden Avenue, Westmont, IL 60559, USA	
8	F45 Oak Brook	Dilanya Fitness LLC	oakbrook@f45training.com	1600 16th St, Oak Brook, IL 60523, USA	Terminated 10/2023 - Abandonment
9	F45 Hinsdale	JKAD Fitness LLC	kmichel@f45training.com	5520 Wolf Rd, Western Springs, IL 60558, USA	
10	F45 Orland Park	Dilanya Fitness, LLC	orlandpark@f45training.com	15762 South La Grange Road, Orland Park, IL 60462, USA	
11	F45 River North	HIIT Group, LLC	rivernorth@f45training.com	165 W Superior St, Chicago, IL 60654, USA	
12	F45 Palatine IL	CFG Buffalo Grove East, LLC	palatineil@f45training.com	800-812 N Milwaukee Ave #804, Deerfield, IL 60015, USA	Closed - 09/2023
13	F45 Frankfort IL	DY4 Athletics LLC	frankfortil@f45training.com	11043 W Lincoln Hwy, Frankfort, IL 60423, USA	
14	F45 Mount Greenwood	Laura Boskelly	mountgreenwood@f45training.com	3248 west 111th st. Chicago, IL, 60655	
15	F45 West Park Ridge	DY1 Athletics LLC	westparkridge@f45training.com	948 N Northwest Hwy, Park Ridge, IL 60068, USA	

16	F45 Lisle	Lisle Fit, LLC	lisle@f45training.com	6462-6462 College Road, Lisle, Il 60532	Terminated 10/2023 - Abandonment
17	F45 South Loop	Tangela Smith	southloop@f45training.com	1322 S Michigan Ave, Chicago, IL 60605, USA	
18	F45 South Elgin	Nicholas Patrick	southelgin@f45training.com	594 Randall Rd, South Elgin, IL 60177, USA	
19	F45 Elmhurst IL	Ann Marie Prestigiacomo	elmhurstil@f45training.com	155 N York St, Elmhurst, IL 60126, USA	
20	F45 DePaul	Threed Fitness LLC	depaul@f45training.com	1730 W Fullerton Ave, Chicago, IL 60614, USA	
21	F45 Madison Park IL	Healthy Hope Inc	auroraeola@f45training.com	444 N Eola Rd, Aurora, IL 60502, USA	
22	F45 Skokie	BU4U LLC	skokie@f45training.com	5663 W Touhy Ave, Niles, Illinois, USA	
23	F45 Pinehurst Manor	Club Sports Studios LLC	palatineil@f45training.com	954 East Dundee Road, Palatine, IL 60074, USA	
24	F45 Northbrook IL	Club Sports Studios LLC	northbrookil@f45training.com	984f Willow Rd, Northbrook, IL 60062, USA	Closed 08/2023
25	F45 Glenview IL	Club Sports Studios LLC	glenviewil@f45training.com	49 Waukegan Rd, Glenview, IL 60025, USA	Closed 08/2023
26	F45 Bloomingdale IL	Club Sports Studios LLC	bloomingdaleil@f45training.com	452 West Army Trail Road, Bloomingdale, IL 60108, USA	Closed 09/2023
27	F45 Elk Grove Village	Compass 26 LLC	cjmayer@gmail.com	960 Elk Grove Town Center, Elk Grove Village, IL 60007	Terminated by Franchisor 06/2023
	Indiana				
1	F45 West Carmel	JALO FIT, LLC	westcarmel@f45training.com	4335 West 106th Street, Carmel, IN, USA	
2	F45 North Fishers	North Fishers 45 LLC	northfishers@f45training.com	13272 Market Square Dr, Fishers, IN 46038, USA	
3	F45 Fishers Geist	Olympiad Partners LLC	fishersgeist@f45training.com	11760 Olio Rd, Fishers, IN 46037, USA	
4	F45 North Carmel	Olympiad Partners LLC	carmelclayterrace@f45training.com	14300 Clay Terrace Blvd, Carmel, IN 46032, USA	
5	F45 Crown Point	NWI Fitness, Inc	crownpoint@f45training.com	870 N Superior Dr, Crown Point, IN 46307, USA	
6	F45 Valparaiso	NWI Fitness, Inc	valparaiso@f45training.com	2272 W US Hwy 30, Valparaiso, IN 46385, USA	
7	F45 Schererville	NWI Fitness, Inc	schererville@f45training.com	150 W Lincoln Hwy, Schererville, IN 46375, USA	
8	F45 Indianapolis Downtown	Brian Eddings	indianapolisdowntown@f45training.com	435 Virginia Ave, Indianapolis, IN 46203, USA	

9	F45 South Fishers	Johnathon Tyler Metzger	southfishers@f45training.com	8936 E 96th St, Fishers, IN 46037, USA	Terminated 10/2023 - By Franchisor
10	F45 Center Grove Indiana	Center Grove 45, LLC	centergroveindiana@f45training.com	1533 Olive Branch Parke Ln, Greenwood, IN 46143, USA	
11	F45 Westfield Airport	Westfield Studio Fitness LLC	westfieldcentral@f45training.com	16156 Spring Mill Rd, Westfield, IN 46074, USA	
12	F45 Wellington IN	Parq Capital, LLC	broadripple@f45training.com	1037 Broad Ripple Ave, Indianapolis, IN 46220, USA	
13	F45 South Noblesville	Micah Bilotto	northeastcarmel@f45training.com	14570 River Rd, Carmel, IN 46033, USA	
14	F45 Muncie	P&L Fitness, LLC	muncie@f45training.com	815 S Tillotson Ave, Muncie, IN 47304, USA	
	Iowa				
1	F45 Arnolds Park	DTWAWOP LLC	arnoldspark@f45training.com	52 U.S. Highway 71 South, Arnolds Park, IA 51331, USA	Terminated 10/2023 - Abandonment
2	F45 Johnston IA	Live Happy, LLC	johnstonia@f45training.com	5500 Merle Hay Rd, Johnston, IA 50131, USA	Terminated 10/2023 - Abandonment
	Kansas				
1	F45 Nall Park	Rinkes LLC	leawood@f45training.com	3803 W 95th St, Leawood, KS 66206, USA	
	Kentucky				
1	F45 Lyndon	Redline, LLC	lyndonatwestportvillage@f45training.com	1201 Herr Lane Unit 180A Louisville, KY 40222	
2	F45 Crestwood	Redline, LLC=	crestwood@f45training.com	5998 Pleasant Colony Court, Suite #20 Crestwood, KY 40014	
3	F45 Middletown Kentucky	Redline, LLC	middletownkentucky@f45training.com	12905 Shelbyville Rd, Louisville, KY 40243, USA	
4	F45 East Bowling Green	JQ Fitness LLC	eastbowlinggreen@f45training.com	288 Cumberland Trace Rd unit 104-105, Bowling Green, KY 42103, USA	Terminated 10/2023 - Abandonment
	Louisiana				
1	F45 Garden District	Z&S Sweat Club, LLC	gardendistrict@f45training.com	3300 Magazine St, New Orleans, LA 70115, USA	
2	F45 New Orleans CBD	45 CBD LLC	neworleanscbd@f45training.com	740 Julia St, New Orleans, LA 70130, USA	
3	F45 Metairie Central	Fit Together, LLC	metairiecentral@f45training.com	3918 Barron St, Metairie, LA 70002, USA	

4	F45 City Square Baton Rouge	Bush Fitness, LLC	citysquarebatonrouge@f45training.com	9730 Bluebonnet Blvd, Baton Rouge, LA 70810, USA	Resold 02/2023 - reflects current owner information
5	F45 Bocage-Goodwood	Bocage Functional Fitness, LLC	bocage@f45training.com	7575 Jefferson Hwy, Baton Rouge, LA 70806, USA	
	Maine				
1	F45 Westbrook Crossing	HIT FIT ME LLC	westbrookcrossing@f45training.com	11 Main St, Westbrook, ME 04092, USA	
2	F45 Brunswick ME	HIIT FIT ME LLC	brunswickme@f45training.com	4 Stephen Dr, Brunswick, ME 04011, USA	
3	F45 Downtown Portland	Mosaic Fitness Ventures, LLC	downtownportland@f45training.com	178 Kennebec St, Portland, ME 04101, USA	
	Maryland				
1	F45 Bethesda	Balance Holdings LLC	bethesda@f45training.com	4800 Auburn Ave, Bethesda, MD 20814, United States	
2	F45 Columbia MD	HIIT Partners Maryland LLC	columbiamd@f45training.com	10960 Grantchester Way, Columbia, MD 21044, USA	Terminated 10/2023 - Abandonment
3	F45 Fells Point	HH Mid Atlantic LLC	fellspoint@f45training.com	608 S Broadway, Baltimore, MD 21231, USA	
4	F45 Downtown Silver Spring	Balance Gym Silver Spring, LLC	downtownsilverspring@f45training.com	8250 Georgia Ave, Silver Spring, MD 20910, USA	
5	F45 Severna Park	Eric Young	severnapark@f45training.com	484D Ritchie Highway, Severna Park, MD	
6	F45 Woodlore	Eric Young	annapolisharbour@f45training.com	2580 Solomons Island Rd, Annapolis, MD 21401, USA	
7	F45 Bel Air Maryland	Rule 62 Fitness Inc.	belairmaryland@f45training.com	2108 Emmorton Rd, Bel Air, MD 21015, USA	
8	F45 Timonium	DAAK Fitness Inc. =	timonium@f45training.com	1811 York Rd, Lutherville-Timonium, MD 21093, USA	
9	F45 South Baltimore	MaD Fitness Group, LLC	mchenryrow@f45training.com	1713 Whetstone Way, Baltimore, MD 21230, USA	
10	F45 Bethesda South	MaD Fitness Group, LLC	bethesdasouth@f45training.com	4611-K Sangamore Rd, Bethesda, MD, 20186	
	Massachusetts				
1	F45 Hampshire Meadows	Deane Enterprises, LLC	hampshiremeadows@f45training.com	207 Russell St, Hadley, MA 01035, USA	
2	F45 Saugus	Verlim Group, LLC	saugus@f45training.com	1565 Broadway, Saugus, MA 01906, USA	

3	F45 Natick	Natick Muscles, LLC	natick@f45training.com	213 N Main St, Natick, MA 01760, USA	
4	F45 Northborough	Strength and Soul Fitness Incorporated	northborough@f45training.com	8114 shops way Northborough ma 01532	
5	F45 Southwest Burlington	VK Training and Fitness, LLC	southwestburlington@f45training.com	34 Cambridge Street, #100 Burlington MA 01803	
6	F45 Packards Corner	HH Massachusetts LLC	allston@f45training.com	89 Brighton Avenue, Allston, MA 02134	
7	F45 Brattle St	HH Massachusetts LLC	brattlest@f45training.com	20 Brattle Street, Cambridge, Massachusetts 02138, USA	
8	F45 Medford MA	Eric Broady	medfordma@f45training.com	4110 Mystic Valley Pkwy, Medford, MA 02155, USA	
9	F45 Riverdale	Deane Fitness Group LLC	riverdale@f45training.com	1464 Riverdale St, West Springfield, MA 01089	
10	F45 Foxborough	Marton Muscles Westwood, LLC	foxborough@f45training.com	121 Main St, Foxborough, MA 02035, USA	
11	F45 Salisbury MA	Arsenault Athletics, Inc.	salisburyma@f45training.com	141 Bridge Rd, Salisbury, MA 01952, USA	
12	F45 Maynard MA	Longfellow Road Fitness LLC	maynardcrossing@f45training.com	15 Digital Way, Suite 22, Maynard MA 01754	
13	F45 North Andover	Riemer Industries LLC	northandover@f45training.com	1274 Osgood St, North Andover, MA 01845, USA	
14	F45 South Shore Boston	Jasco Boston LLC	southshoreboston@f45training.com	795 Bridge St, Weymouth, MA 02191, USA	
15	F45 Swampscott	Club Sports Studios LLC	swampscott@f45training.com	421 Paradise Road, Swampscott, MA 01907, USA	
	Michigan				
1	F45 Grand Rapids	Functional Management Group, Inc	grandrapids@f45training.com	2741 28th St SE Suite 1, Grand Rapids, MI 49512	
2	F45 Birmingham MI	FOD 3 Fitness, LLC	birminghammi@f45training.com	2450 Cole St, Birmingham, MI 48009, USA	
3	F45 Hudsonville	Functional Management Group Inc	hudsonville@f45training.com	3423 Quincy St, Hudsonville, MI 49426, USA	Closed 10/2023
4	F45 Royal Oak	MADE Fitness LLC	royaloak@f45training.com	30955 Woodward Ave, Royal Oak, MI 48073, USA	Terminated 09/2023 - Mutual Agreement
5	F45 Grand Haven MI	Matthew Scott Haverdink	grandhavenmi@f45training.com	17222 Robbins Rd, Grand Haven, MI 49417, USA	
6	F45 North Holland	Matthew Scott Haverdink	northholland@f45training.com	2863 W Shore Dr, Holland, MI 49424, USA	
7	F45 North Livonia	Functional HIIT Fitness, LLC	northlivonia@f45training.com	19716 Haggerty Road, Livonia, MI 48152, USA	

8	F45 Macomb MI	Nascot Enterprises, LLC	macombmi@f45training.com	21475 21 Mile Rd, Macomb, MI 48044, USA	
9	F45 West Bloomfield South	Nascot Enterprises, LLC	westbloomfieldsouth@f45training.com	6718 Orchard Lake Road, West Bloomfield Township, MI 48322, USA	
10	F45 Shelby 26 Mile	United Fitness Group Shelby, LLC	shelby26mile@f45training.com	56270 Van Dyke Avenue, Shelby, MI 48315, USA	
11	F45 Midtown Detroit	Nascot Enterprises, LLC	midtowndetroit@f45training.com	3138 Woodward Avenue, Detroit, MI 48201	
12	F45 Shelby 23 Mile	Nascot Enterprises, LLC	shelby23mile@f45training.com	14055 23 Mile Rd, Shelby Charter Twp, MI 48315, USA	Closed 07/2023
13	F45 Byron Center	Charklcn Corp	byroncenter@f45training.com	2241 84th St SW, Byron Center, MI 49315, USA	
14	F45 East Lansing	Big Ten Fitness, LLC	eastlansing@f45training.com	2650 E Grand River Ave, East Lansing, MI 48823, USA	
15	F45 Ann Arbor	Club Franchise Group LLC	annarbor@f45training.com	3783 Washtenaw Ave, Ann Arbor, MI 48104, USA	Closed 09/2021
16	F45 Brighton MI	Club Sports Studios LLC	brightonmi@f45training.com	9679 Village Pl Blvd, Brighton, MI 48116, USA	Closed 09/2022
17	F45 Troy	FOD Fitness LLC	troy@f45training.com	1475 W Big Beaver Rd, Troy, MI 48084, USA	Terminated 05/2023 - Mutual Agreement
	Minnesota				
1	F45 Southwest Minneapolis	Transformation Training LLC	southwestminneapolis@f45training.com	5445 Lyndale Ave S, Minneapolis, MN 55419, USA	
2	F45 Woodbury	HTS Fitness LLC	woodbury@f45training.com	650 Commerce Dr, Woodbury, MN 55125, USA	
3	F45 Edina	Team Training LLC	edina@f45training.com	5125 Edina Industrial Blvd, Edina, MN 55439, USA	Terminated 10/2023 - Nonrenewal
4	F45 Stillwater	HTS Fitness LLC	stillwater@f45training.com	14344 60th Street North, Stillwater, MN, United States	
5	F45 St Louis Park	Adam Meyer	stlouispark@f45training.com	4631 Excelsior Blvd, St Louis Park, MN 55416, USA	
6	F45 Ridgedale	Thrivin Fit Inc.	ridgedale@f45training.com	12953 Ridgedale Drive, Minnetonka, MN 55305, USA	
7	F45 Downtown Minneapolis	The Shriver Group, LLC	downtownminneapolis@f45training.com	360 S Marquette Avenue, Minneapolis, MN 55401	
8	F45 Eagan West	Ashley Kropp	eaganwest@f45training.com	2139 Cliff Rd, Eagan, MN 55122, USA	
9	F45 Tonka Bay	Adam Meyer	deephaven@f45training.com	3432 County Rd 101, Minnetonka, MN 55345, USA	
10	F45 Apple Valley East	AM2 Family Fitness, LLC	invergroveheights@f45training.com	7751 Amana Trail, Inver Grove Heights, MN 55077, USA	

11	F45 Maple Grove MN	Amped Fitness Inc	maplegrovemn@f45training.com	9408 Dunkirk Ln N, Maple Grove, MN 55311, USA	
12	F45 Maplewood West	Club Sports Studios LLC	maplewoodwest@f45training.com	2158 Rice Street, Maplewood, MN 55113, USA	
13	F45 Savage	Club Sports Studios LLC	savage@f45training.com	7705 Egan Drive, Savage, MN, USA	
	Missouri				
1	F45 Crossroads KC	MFG MO Crossroads, LLC	crossroadskc@f45training.com	1827 Walnut St, Kansas City, MO 64108, USA	
2	F45 O'Fallon Dardenne Prairie	Chad Remley	ofallondardenneprairie@f45training.com	2437 State HWY K, O'Fallon MO 63368	
3	F45 Chesterfield	Centerpiece Fitness LLC	chesterfield@f45training.com	17065 Baxter Rd, Chesterfield, MO 63005, USA	
4	F45 Northwest St. Charles	LivinEZ LLC	northweststt.charles@f45training.com	3731 Elm St, St Charles, MO 63301, USA	
5	F45 Lake St Louis	D&J Fitness Enterprises LLC	lakestlouis@f45training.com	107 Pond Fort Trail, Lake St Louis, MO 63367, USA	
6	F45 Ellisville	Chad Remely	ellisville@f45training.com	15860 Clayton Rd, Ellisville, MO 63011, USA	
7	F45 Des Peres	Midwest Functional Fitness LLC	desperes@f45training.com	11735 Manchester Rd, Des Peres, MO 63131, USA	Resold 01/2023 - reflects current owner information
8	F45 South Springfield MO	Mizell Investment, LLC	southspringfieldmo@f45training.com	1937 W Republic Rd, Springfield, MO 65807, USA	
9	F45 Wentzville	Fit4Life Enterprises, LLC	wentzville@f45training.com	1305 Lodora Dr, Wentzville, MO 63385, USA	Resold 10/2023 - reflects current owner information
10	F45 Rock Hill	Rock Hill Fitness Solutions LLC	rockhill@f45training.com	9548 Manchester Road, Rock Hill, MO 63119, USA	
11	F45 Dardenne Prairie South	GLC Fitness, LLC	dardenneprairiesouth@f45training.com	4625 state Highway K Ofallon MO 63368	
12	F45 Clifton Heights MO	Downtown Training, LLC	dogtownstl@f45training.com	6322 Clayton Avenue St. Louis, MO, 63139	
13	F45 Fenton MO	Midwest Functional Fitness LLC	fenton@f45training.com	70 Fenton Plaza, Fenton, MO 63026, USA	Resold 01/2023 - reflects current owner information
	Montana				
1	F45 North West Billings	Shara Kay Overstreet	northwestbillings@f45training.com	1547 41st St W, Billings, MT 59106, USA	

	Nebraska				
1	F45 Oklahoma City National Memorial	Michal I. Burstein	westomaha@f45training.com	563-565 North 155th Plaza, Omaha, NE 68154, USA	
2	F45 Elkhorn	Brandon Robla	elkhorn@f45training.com	19019 Evans Street #107, Elkhorn, NE, 68022	
	Nevada				
1	F45 Summerlin	Red Baby LLC	summerlin@f45training.com	1000 South Rampart Boulevard, Las Vegas, NV 89145, United States	
2	F45 Southwest Las Vegas	Power Fitness LLC	southwestlasvegas@f45training.com	4555 S Fort Apache Rd, Las Vegas, NV 89147, USA	
3	F45 Henderson	F45 Vegas LLC	henderson@f45training.com	1550 North Green Valley Parkway suite 310, Henderson, NV 89074, USA	
4	F45 Las Vegas Arts District	My Company Works, Inc.	lasvegasartsdistrict@f45training.com	1301 s commerce st las vegas nv 89102	
5	F45 Upper Peavine Creek Dam	Balanced Health & Fitness LLC	northwestreno@f45training.com	5110 Mae Anne Ave, Suite 702, Reno, NV 89523, USA	
	New Hampshire				
1	F45 Windham NH	Kristine Melanson	windhamnh@f45training.com	53 Range Rd, Windham, NH 03087, USA	
2	F45 Hudson	My Vital Health, LLC	hudson@f45training.com	2 Highland Common E, Hudson, MA 01749, USA	
3	F45 Portsmouth NH	Strength in Numbers LLC	portsmouthnh@f45training.com	360 US1 Bypass, Building C, Unit 7 Portsmouth, NH 03820	
4	F45 South Portsmouth	Andrew Richard	southportsmouth@f45training.com	2800 Lafayette Rd, Portsmouth, NH 03801, USA	Terminated by Franchisor 03/2023
	New Jersey				
1	F45 Exchange Place Jersey City	SPN Associates, LLC	exchangeplacejerseycity@f45training.com	65 Bay St, Jersey City, NJ 07302, USA	
2	F45 Crosskeys	Petrie Consultant LLC	crosskeys@f45training.com	651 Berlin - Cross Keys Rd, Sicklerville, NJ 08081, USA	
3	F45 Bloomfield	E&J Sims Co. LLC	bloomfield@f45training.com	28 Broad St, Bloomfield, NJ 07003, USA	
4	F45 Cranford	SAVY Fitness I LLC	cranford@f45training.com	123 N Union Ave, Cranford, NJ 07016, USA	
5	F45 Clark	SAVY Fitness II LLC	clark@f45training.com	1085 Raritan Rd, Clark, NJ 07066, USA	
6	F45 Shrewsbury	Jersey Fitness, Inc	shrewsbury@f45training.com	468 Broad St, Shrewsbury, NJ 07702, USA	

7	F45 Wall	Functional Fitness Group, LLC	wall@f45training.com	1837 Old Mill Road, Wall NJ 07719	
8	F45 East Hanover	Hannah Ensel	easthanover@f45training.com	200-240 NJ 10 west, East Hanover, NJ 07936	Terminated 10/2023 - Abandonment
9	F45 Sparta NJ	Trilogy Fitness II, LLC	spartanj@f45training.com	12 North Village Blvd, Sparta Township, NJ 07871	
10	F45 Middletown	Functional Fitness Group II, LLC	middletown@f45training.com	101 Crawfords Corner Rd, Holmdel, NJ 07733, USA	
11	F45 North Wayne	Trilogy fitness, LLC	waynenj@f45training.com	237 Berdan Ave, Wayne, NJ 07470, USA	
12	F45 Morris Plains	LRF Investments MP LLC	morrisplains@f45training.com	1767 NJ-10 East, Morris Plains, NJ 07950, USA	
13	F45 North Paramus	LRF Investments, LLC	northparamus@f45training.com	556 NJ-17, Paramus, NJ 07652, USA	
14	F45 Millburn	TNT Fitness One LLC	millburn@f45training.com	296 Millburn Ave, Millburn, NJ 07041, USA	
15	F45 Pine Brook	Dominic Cerreto	pinebrook@f45training.com	6 US-46, Pine Brook, NJ 07058, USA	
16	F45 Downtown Jersey City	Garez Inc	downtownjerseycity@f45training.com	252 9th St, Jersey City, NJ 07302, USA	
17	F45 Hoboken North	Vita Fitness Inc.	hobokennorth@f45training.com	720 Monroe St. Suite E303. Hoboken, NJ 07030	
18	F45 Cresskill	Alimag Inc	cresskill@f45training.com	44 E Madison Ave, Cresskill, NJ 07626	
19	F45 Somerset NJ	Craig Lowery	southedison@f45training.com	1908 Lincoln Hwy, Edison, NJ 08817, USA	
20	F45 North Brunswick	Arpit Patel	northbrunswick@f45training.com	2246 US-130, North Brunswick Township, NJ 08902, USA	
21	F45 Chatham NJ	OGH Studio 2, LLC	madisonmainstreet@f45training.com	300 Main St, Madison, NJ 07940, USA	
22	F45 Flemington	Honey DeSapio	flemington@f45training.com	100 Reaville Ave, Flemington, NJ 08822, USA	
23	F45 Mt. Laurel Township	Club Sports Studios LLC	mt.laureltownship@f45training.com	22 Centerton Road, Mt Laurel Township, NJ 08054, USA	
	New Mexico				
1	F45 Northeast Heights	Anonymous Fitness, LLC	northeastheights@f45training.com	5920 Holly Ave NE, Albuquerque, NM 87113, USA	
	New York				
1	F45 Flatiron	LCAT Ventures, LLC	flatiron@f45training.com	123 W 20th St, New York, NY 10011, USA	

2	F45 Dix Hills	Transformational Fitness Group LLC	dixhills@f45training.com	3027 Jericho Turnpike, East Northport, NY 11731, United States	
3	F45 Lower East Side	LES Cats LLC	lowereastside@f45training.com	100 Delancey Street, New York, NY, USA	
4	F45 Dumbo	CatMarDumbo	dumbo@f45training.com	55 Prospect St, Brooklyn, NY 11201, USA	
5	F45 Port Chester	JD Studio Fitness XI, LLC	portchester@f45training.com	509 Boston Post Rd, Port Chester, NY 10573	
6	F45 Williamsburg North	Functional Fitness Studio 1, LLC	williamsburgnorth@f45training.com	289 Grand St, Brooklyn, NY 11211, USA	
7	F45 Boerum Hill	Alison Wedberg	boerumhill@f45training.com	65 Smith street, Brooklyn, NY 11201, USA	
8	F45 Black Rock	J Rich Productions, LLC	blackrock@f45training.com	166 Chandler St, Buffalo, NY 14207, USA	
9	F45 East Setauket	Jerome M. Tina	eastsetauket@f45training.com	1385 Route 25A, East Setauket, NY 11733, USA	
10	F45 Glen Cove Landing	159 West First Street Management, LLC	glencove@f45training.com	95 School St, Glen Cove, NY 11542, USA	
11	F45 West Hempstead	159 West First Street Management, LLC	westhempstead@f45training.com	456 Hempstead Turnpike, West Hempstead, NY 11552, USA	
12	F45 Bellmore	159 West First Street Management, LLC	bellmore@f45training.com	2410 Merrick Rd, Bellmore, NY 11710, USA	
13	F45 Huntington NY	159 West First Street Management, LLC	huntingtonny@f45training.com	2 Union Place, Huntington, NY 11743, USA	
14	F45 Hauppauge	159 West First Street Management, LLC	hauppauge@f45training.com	812 Wheeler Rd, Hauppauge, NY 11788, USA	
15	F45 Long Beach NY	159 West First Street Management, LLC	longbeachny@f45training.com	120 W Park Ave, Long Beach, NY 11561, USA	
16	F45 Rockville Centre	159 West First Street Management, LLC	rockvillecentre@f45training.com	290 Sunrise Hwy, Rockville Centre, NY 11570, USA	
17	F45 Great Neck Plaza	SCL Fitness, LLC	greatneckplaza@f45training.com	45 Middle Neck Rd, Great Neck Plaza, NY 11021, USA	
18	F45 Nesconset	Lake Grove Fitness, LLC	nesconset@f45training.com	139a Alexander Ave, Lake Grove, NY 11755, USA	Terminated 09/2023 - Abandonment
19	F45 Park Slope	RLTW Fitness LLC	parkslope@f45training.com	150 4th Ave, Brooklyn, NY 11217, USA	
20	F45 Long Island City	CSS Long Island City, LLC	longislandcity@f45training.com	2218 Jackson Ave, Long Island City, NY 11101, USA	
21	F45 West Hills	CCS Melville, LLC	melville@f45training.com	560 Walt Whitman Rd, Melville, NY 11747, USA	
22	F45 Plainview NY	CCS Plainview, LLC	plainviewny@f45training.com	1161 Old Country Rd, Plainview, NY 11803, USA	

23	F45 Scarsdale	Lean Lifestyle LLC	scarsdale@f45training.com	696 Central Park Avenue, Scarsdale, NY 10583	
24	F45 Mount Kisco	Functional Fitness of Westchester, LLC	mountkisco.admin@f45training.com	39B S Moger Ave, Mt Kisco, NY 10549, USA	
25	F45 Herricks	TWK Fitness Inc.	herricks@f45training.com	2461 Jericho Turnpike, Garden City Park, NY 11040, USA	
26	F45 Green Acres Valley	JOC Holdings, LLC	amherst@f45training.com	3202 Sheridan Dr, Buffalo, Amherst, NY 14226, USA	
27	F45 Williamsville NY	James Texter	williamsvilleny@f45training.com	5475 Sheridan Dr, Buffalo, NY 14221, USA	
28	F45 Hamburg	Becker Fitness, LLC	hamburg@f45training.com	4953 Camp Rd. Suite C. Hamburg, NY 14075	
29	F45 Soho NYC	CatMar Midtown LLC	midtowneastnyc@f45training.com	900 3rd Ave, New York, NY 10022, USA	
30	F45 Swormville	C & S Performance LLC	eastamherst@f45training.com	9570 Transit Rd, East Amherst, NY 14051, USA	
31	F45 Windom	C & S Performance, LLC	windom@f45training.com	3144 Orchard Park Rd, Orchard Park, NY 14127	
32	F45 Port Washington	Club Sports Studios LLC	portwashington@f45training.com	5 Soundview Market Pl, Port Washington, NY 11050	
33	F45 Lincoln Square South	OGH Studio 1, LLC	lincolnsquaresouth@f45training.com	847 11th Ave, New York, NY 10019	
34	F45 Fulton St Station	OGH Studio 3, LLC	fultonststation@f45training.com	80 Nassau St, New York, NY 10038, USA	
35	F45 Washington Square, NY	OGH Studio 4, LLC	westvillage@f45training.com	80 Carmine St, New York, NY 10014, USA	
36	F45 Hewlett	Club Sports Studios LLC	hewlett@f45training.com	1342 Peninsula Blvd, Hempstead, NY 11557, USA	
	North Carolina				
1	F45 South Asheville	Kamce, LLC	southasheville@f45training.com	336 Rockwood Rd, Arden, NC 28704, United States	
2	F45 Olde Raleigh	Coastal Performance Raleigh LLC	olderaleigh@f45training.com	3434 Edwards Mill Rd, Raleigh, NC 27612, USA	
3	F45 West Cary	Coastal Performance Cary LLC	westcary@f45training.com	402 Ledgestone Way, Cary, NC 27519, USA	
4	F45 Five Points Raleigh	Silver Mink LLC	fivepointsraleigh@f45training.com	2320 Bale Street Suite 104, Raleigh, NC 27608, USA	
5	F45 Cornelius	TTWFO, Inc.	cornelius@f45training.com	8315 Magnolia Estates Dr, Cornelius, NC 28031, USA	
6	F45 Midtown Charlotte	We Fit45, Inc	midtowncharlotte@f45training.com	500 E Morehead St, Charlotte, NC 28202, USA	

7	F45 West Apex	PB&J Fitness Holdings, LLC	westapex@f45training.com	1756 Olive Chapel Rd, Apex, NC 27502, USA	
8	F45 South Park	Three Mooses Inc.	southpark@f45training.com	4701 Park Rd, Charlotte, NC 28209, USA	
9	F45 Plaza Midwood	Lionwood, Inc	plazamidwood@f45training.com	1020 E 10th St, Charlotte, NC 28204, USA	
10	F45 Shannon Plaza	Bread Truck LLC	shannonplaza@f45training.com	3515 Witherspoon Blvd #101, Durham, NC 27707	
11	F45 Wakefield	PB&J Fitness Holdings, LLC	wakefield@f45training.com	13100 Falls of Neuse Rd, Raleigh, NC 27614, USA	
12	F45 North Raleigh	Balance Holdings, LLC	northraleigh@f45training.com	7901 Falls of Neuse Rd, Raleigh, NC 27615, USA	
13	F45 Winston-Salem	345 Holdings, Inc	winstonsalem@f45training.com	486 North Patterson Avenue, Winston-Salem, NC 27101, USA	
14	F45 Langtree	TTWFO, Inc.	langtree@f45training.com	129 Mecklynn Rd, Mooresville, NC 28117, USA	
15	F45 Indian Trail	Hudson and Macrae Fitness, LLC	indiantrail.admin@f45training.com	6467 Old Monroe Rd, Indian Trail, NC 28079, USA	
16	F45 Noda	Mayank Patel	noda@f45training.com	424 e 36th street, Suite 1, Charlotte, NC 28205	
17	F45 Cotswold	Six Three Six, LLC	cotswold@f45training.com	282 S Sharon Amity Rd, Charlotte, NC 28211, USA	
18	F45 Greensboro North	HH Greensboro LLC	greensboronorth@f45training.com	2800 Lawndale Dr, Greensboro, NC 27408, USA	
19	F45 South End Charlotte	WE FIT45 Inc.	southendcharlotte@f45training.com	141 New Bern St, Charlotte, NC 28209, USA	
20	F45 Mt Island NC	IIA Group Riverbend, LLC	harrisburgsouth@f45training.com	13521 Plaza Rd Ext Charlotte NC 28215	
21	F45 East Chapel Hill NC	Balton Fitness LLC	eastchapelhillnc@f45training.com	1728 Fordham Blvd, Suite 113, Chapel Hill, NC 27514	
22	F45 Mayfaire	Coastal Performance, LLC	mayfaire@f45training.com	417 Arboretum Drive, Wilmington, NC 28405, USA	
23	F45 Figure Eight Island	Coastal Performance, LLC	midtownwilmington@f45training.com	3500 Oleander Dr, Wilmington, NC 28403, USA	
24	F45 Downtown Raleigh	ROK Fit Ventures, LLC	Gsimm11@gmail.com	207 W Davie St, Raleigh, NC 27601, USA	
25	F45 Wake Forest South	PB&J Fitness Holdings, LLC	heritagecorner@f45training.com	1894 South Franklin Street, Wake Forest, NC 27587, USA	
26	F45 Cary	Silver Mink, LLC	cary@f45training.com	252 Grande Heights Dr, Cary, NC, USA	
	North Dakota				

1	F45 West Fargo ND	Atlas Associates LLC	westfargond@f45training.com	1970 Sheyenne St, West Fargo, ND 58078	
	Ohio				
1	F45 Solon	Stinky Fitness LLC	solon@f45training.com	33760 Bainbridge Rd, Solon, OH 44139, USA	
2	F45 New Albany West	FHC Fitness New Albany, LLC	newalbany@f45training.com	9695 Johnstown Rd, New Albany, OH 43054, USA	
3	F45 Steelton North	FHC Fitness Westerville, LLC	westerville@f45training.com	405 Polaris Pkwy, Westerville, OH 43082, USA	
4	F45 Liberty Township	T&J Premier Holdings, LLC	libertytownship@f45training.com	7564 Gibson Street, Liberty Township, Ohio 45069, USA	
	Oklahoma				
1	F45 Tulsa	B Good Fitness, LLC	tulsa@f45training.com	2 N Elgin Ave Tulsa, OK 74120	
2	F45 Lawton Central	Choice Fitness LLC	lawtonwest@f45training.com	2044 Northwest 82nd Street, Lawton, OK, USA	
3	F45 Northwest OKC	Smuggler Holdings	northwestokc@f45training.com	3000 W Memorial Rd, Oklahoma City, OK 73120, USA	
4	F45 Edmond OK	Smuggler Op Edmond, LLC	edmondok@f45training.com	1446 S Bryant Ave, Edmond, OK 73034, USA	
5	F45 Nichols Hills	Smuggler Op Nichols Hills, LLC	nicholshills@f45training.com	7417 N May Ave, Oklahoma City, OK 73116, USA	
6	F45 Yukon	Smuggler Op Yukon, LLC	yukon@f45training.com	1010 Garth Brooks Blvd, Yukon, OK 73099, USA	
	Oregon				
1	F45 Coburg Road	AA Fitness LLC	coburgroad@f45training.com	1680 Coburg Rd Ste 110 Eugene, OR 97401	
2	F45 Medford South	Sevcik Strength and Conditioning LLC	medfordsouth@f45training.com	625 E Jackson St, Medford, OR 97504, USA	
3	F45 Bend West	EVM Fitness LLC	bendwest@f45training.com	61334 S Hwy 97, Bend, OR 97702, USA	
	Pennsylvania				
1	F45 State College	Fit and Functional LLC	statecollege@f45training.com	232 E College Ave, State College, PA 16801, United States	
2	F45 Bryn Mawr	CSS Bryn Mawr LLC	brynmawr@f45training.com	936 Lancaster Ave, Bryn Mawr, PA 19010, USA	
3	F45 Ivyland	CSS Ivyland LLC	ivyland@f45training.com	926 2nd Street Pike, Richboro, PA 18954, USA	

4	F45 Manayunk	KB Health & Fitness, LLC	manayunk@f45training.com	6001 Ridge Ave, Philadelphia, PA 19128, USA	
5	F45 Northern Liberties	J&J CB, LLC	northernliberties@f45training.com	117 Spring Garden Street, Philadelphia PA 19123	
6	F45 Paoli	Fitness Awareness Consulting Teams, Inc	paoli@f45training.com	24-26 W Lancaster Ave, Paoli, PA 19301, USA	
7	F45 Center City, Philadelphia	JoDan LLC	centercityphiladelphia@f45training.com	1900 John F Kennedy Blvd, Philadelphia, PA 19103, USA	
8	F45 Atlas NoMA	HH Mid Atlantic LLC	wexford@f45training.com	Village at Pine, 1000 Village Run Road, Wexford, PA 15090, USA	
9	F45 Pittsburgh Strip District	Kat King Fitness LLC	pittsburghstripdistrict@f45training.com	1627 Penn Ave, Pittsburgh, PA 15222, USA	
10	F45 Newtown PA	Excel Fitness, LLC	newtownpa@f45training.com	2833 S Eagle Rd, Newtown, PA 18940, USA	
11	F45 Bala Cynwyd	JMAC Fitness, LLC	balacynwyd@f45training.com	3800 City Ave, Philadelphia, PA 19131, USA	
12	F45 Royersford	Richard McGovern	royersford@f45training.com	1839 E Ridge Pike, Royersford, PA 19468, USA	
13	F45 Dresher	Why Fit Dresher, LLC	dresher@f45training.com	1650 Limekiln Pike, Dresher, PA 19025, USA	
14	F45 Montgomeryville	Why Fit Montgomeryville, LLC	montgomeryville@f45training.com	640 Cowpath Rd, Lansdale, PA 19446, USA	
	Rhode Island				
1	F45 Cranston	Malcolm Muscles LLC	cranston@f45training.com	40 Sockanosset Cross Rd, Cranston, RI 02920, USA	
	South Carolina				
1	F45 Mount Pleasant	AERIE Consulting, LLC	mountpleasant@f45training.com	1973 Riviera Dr, Mt Pleasant, SC 29464, USA	
2	F45 Sumter	Sumter Liberty Fitness LLC	sumter@f45training.com	20 West Liberty Street, Sumter, SC 29150, USA	
3	F45 West Ashley	Jaysco CHS, LLC	westashley@f45training.com	827 Savannah Hwy, Charleston, SC 29407, USA	
4	F45 Roebuck	G2 Health & Fitness, LLC	roebuck@f45training.com	4795 S Church St Ext, Roebuck, SC 29376, USA	
5	F45 Downtown Charleston	Jaysco CHS, LLC	downtowncharleston@f45training.com	476 Meeting St, Charleston, SC 29403, USA	
6	F45 Forest Acres	Scott Hettermann	forestacres@f45training.com	4333 Fort Jackson Blvd, Columbia, SC 29205, USA	
	Tennessee				

1	F45 Germantown	I Stock Fitness LLC	germantown@f45training.com	7850 Poplar Avenue Suite 20	Resold 06/2023 - New owner information reflected
2	F45 East Nashville	Sigler Strength, LLC	eastnashville@f45training.com	418 Woodland St, Nashville, TN 37206	
3	F45 Urbandale Nations	Sigler Strength, LLC	nashvillenations@f45training.com	1610 54th Ave N #140, Nashville, TN, USA	
4	F45 Downtown Nashville	Hyperfocus, LLC	thegulch@f45training.com	139 12th Ave N, Nashville, TN 37203, USA	
5	F45 Midtown Nashville	Hyperfocus, LLC	midtownnashville@f45training.com	2317 Elliston Pl, Nashville, TN 37203, USA	
6	F45 Wolfchase	Empowered Fitness, LLC	wolfchase@f45training.com	2850 Wolf Creek Pkwy, Memphis, TN 38133, USA	
7	F45 Mt Juliet	R&R Gympire LLC	mtjuliet@f45training.com	2014 Providence Parkway, Mt. Juliet, TN 37122, USA	Resold 04/2023 - New owner information reflected
8	F45 Cleveland TN	Robert Eric Andrews	clevelandtn@f45training.com	210 1st NE Cleveland, TN 37311	Terminated 10/2023 - Abandonment
9	F45 West Knoxville	Complete Wellness Solution, LLC	westknoxville@f45training.com	9405 S Northshore Drive Suite 102, Knoxville, TN 37922	
10	F45 Franklin Cool Springs	FCS Fitness, LLC	franklincoolsprings@f45training.com	995 Meridian Blvd, Franklin, TN 37067, USA	
11	F45 Franklin Barry Farms	FCS Fitness LLC	franklinberryfarms@f45training.com	3100 Village Plains BLVd, Franklin TN 34067	
12	F45 Brentwood TN	FCS Fitness LLC	brentwoodtn@f45training.com	7030 Executive Center Dr, Brentwood, TN 37027, USA	
13	F45 Gallatin TN	Andrew Finney	gallatintn@f45training.com	879 Green Lea Blvd, Gallatin, TN 37066, USA	
14	F45 East Hendersonville	Chad Remley	easthendersonville@f45training.com	112 Saundersville Rd, Hendersonville, TN 37075, USA	Terminated 07/2023 - Mutual Agreement
15	F45 Murfreesboro	Hyperfocus, LLC	murfreesboro@f45training.com	820 N Thompson Ln, Murfreesboro, TN 37129	
	Texas				
1	F45 Craig Ranch	Bettis Fitness SLLC Series 001	craigranch@f45training.com	7500 Stacy Rd suite 140, McKinney, TX 75070	Terminated 10/2023 - Nonrenewal
2	F45 Plano West	Slick Chick Fitness, LLC	planowest@f45training.com	5813 Preston Road, Plano, Texas 75093, United States	
3	F45 Oak Hill TX	Mark B Molinar	oakhilltx@f45training.com	7101 TX-71, Austin, TX 78735, USA	

4	F45 Lakeway	Kloiber Fit TX, LLC	lakeway@f45training.com	3944 South Farm to Market 620 Rd. Building 2, Suite 120, Bee Cave TX	
5	F45 Four Points	Mad Boy Fitness, LLC	fourpoints@f45training.com	7900 N FM 620, Austin, TX 78726, USA	
6	F45 Kings Ridge	The Fitness Source LLC	kingsridge@f45training.com	4920 TX-121, The Colony, TX 75056, USA	Terminated 11/2023 - Abandonment
7	F45 Cinco Ranch West	Newfound Training, LLC	cincoranchwest@f45training.com	4950 Katy-Gaston Rd, Katy, TX 77494, USA	
8	F45 West University Place TX	CSS West University Place LLC	westuniversityplacetx@f45training.com	2507 Bartlett St, Houston, TX 77098, USA	
9	F45 Alden Bridge	Woodforest Fitness, LLC	aldenbridge@f45training.com	5417 Farm to Market Rd 1488, The Woodlands, TX 77354, United States	
10	F45 Fairview	Be Better Fitness, LLC	fairview@f45training.com	200 Town Place Fairview, Texas 75069	Closed - 04/2023
11	F45 West Mckinney	Slick Chick Fitness, LLC	westmckinney@f45training.com	8031 W University Dr, McKinney, TX 75071, USA	
12	F45 Dallas Arena	Milkshake Fitness LLC	dallasarena@f45training.com	1710 Payne Street, Dallas, TX 75201, USA	
13	F45 Old East Dallas	Milkshake Fitness LLC	oldeastdallas@f45training.com	2650 N Fitzhugh Ave, Dallas, TX 75206, USA	
14	F45 Dallas Main Street	822 Fitness Solutions LLC	dallasmainstreet@f45training.com	1517 Main Street, Dallas, TX 75201, United States	Terminated 10/2023 - Abandonment
15	F45 Creekside	Sullivan Fitness LLC	creekside@f45training.com	8510 Creekside Forest Drive Suite E-100 The Woodlands, Texas 77375	
16	F45 Prosper	SSW Fitness Corporation	prosper@f45training.com	1061 N Coleman St, Prosper, TX 75078, USA	
17	F45 Bridgeland	CSS Bridgeland LLC	bridgeland@f45training.com	10611 Fry Road, Cypress, Texas 77433, United States	
18	F45 West Lubbock	Grove Effect, LLC	westlubbock@f45training.com	6620 Milwaukee Ave, Lubbock, TX 79424, USA	
19	F45 Frisco West	Renewfit Holdings LLC	friscowest@f45training.com	7979 Farm to Market Road 423, Frisco, TX 75034, United States	
20	F45 Sienna Plantation	Wilson Fitness Group, Inc.	sienna@f45training.com	4340 Sienna Pkwy, Missouri City, TX 77459, USA	
21	F45 Cane Island	MJL Fitness, LLC	caneisland@f45training.com	28365 W Ten Blvd. suite 100, Katy, TX 77494, USA	
22	F45 Sugarland	CSS Sugarland, LLC	sugarland@f45training.com	2230 Lone Star Dr, Sugar Land, TX 77479, USA	
23	F45 Westlake	Kloiber Fit TX, LLC	westlake@f45training.com	3201 Bee Cave Rd. Suite 134 Austin, Texas 78746	
24	F45 Greatwood	Iron Sharpens Iron Wellness, LLC	greatwood@f45training.com	1270 Crabb River Rd, Richmond, TX 77469, USA	

25	F45 Pearland West	Assets Wellbeing, INC	pearlandwest@f45training.com	12810 Broadway St., Ste. 160, Pearland, TX 77584	Closing 12/2023 - Nonrenewal
26	F45 North Shoal Creek	James Cory Harrison	northshoalcreek@f45training.com	3301 Steck Ave, Austin, TX 78757, USA	
27	F45 Jollyville	Sullivan Fitness #2 LLC	jollyville@f45training.com	7318 McNeil Dr, Austin, TX 78729, USA	
28	F45 Greater Heights	CSS Greater Heights, LLC	greaterheights@f45training.com	2522 Yale St, Houston, TX 77009	
29	F45 North Midland	Permian Basin Fitness, LLC	northmidland@f45training.com	4425 West Wadley Suite 110. Midland, TX 79707	
30	F45 North Woodlands	Woodforest Fitness, LLC	northwoodlands@f45training.com	3091 College Park Dr #160, The Woodlands, TX 77384	
31	F45 Bishop Arts	Personal Lifestyle Change, Inc.	bishoparts@f45training.com	810 W Davis Street, Dallas, TX 75208	
32	F45 Louetta	CCS Louetta LLC	louetta@f45training.com	12754 Grant Rd. Cypress, TX 77429	
33	F45 Heath	BeastDallas LLC	heath@f45training.com	824 Steger Towne Rd, Rockwall, TX 75032, USA	
34	F45 Heritage Trace	HT Beach Bod LLC	heritagetrace@f45training.com	4500 Heritage Trace Pkwy Suite 100 Fort Worth, TX 76244	
35	F45 Domain Austin	KB Fitness Worldwide LLC	domainaustin@f45training.com	3220 Amy Donovan Plaza, #124 Austin, TX 78758, USA	
36	F45 Summerwood	AAmazing Fitness, LLC	summerwood@f45training.com	14609 W Lake Houston Pkwy, Houston, TX 77044, USA	
37	F45 South McKinney	KM DTJ 4, LLC	southmckinney@f45training.com	2890 Craig Dr, McKinney, TX 75070, USA	
38	F45 Rice Military	Deep Squat LLC	ricemilitary@f45training.com	4500 Washington Avenue, Suite 400, Houston, TX 77007, USA	
39	F45 South Keller	Kamce II, LLC	southkeller@f45training.com	8245 Precinct Line Rd, North Richland Hills, TX 76182, USA	
40	F45 Hebron	BBW Fitness 2, LLC	hebron@f45training.com	1001 E Hebron Pkwy, Carrollton, TX 75010, USA	
41	F45 Woodforest TX	Woodforest Fitness, LLC	woodforesttx@f45training.com	791 Fish Creek Thoroughfare Montgomery, TX 77316	
42	F45 Willow Bend	Our 3C Ventures, LLC	willowbend@f45training.com	6100 W. Park suite 200 Plano, TX 75093 F45 Willow Bend	
43	F45 West Spring	Woodforest Fitness, LLC	westspring@f45training.com	3624 Farm to Market 2920, Spring, TX 77388, USA	Terminated 10/2023 - Abandonment
44	F45 Breckinridge Park	Stripedlion Fitness Inc.	breckinridgepark@f45training.com	4251 E Renner Road # 100, Richardson, Texas 75082	
45	F45 Flower Mound	KAMCE IV, LLC	flowermound@f45training.com	1900 Long Prairie Rd Ste 124 Flower Mound, TX 75022	
46	F45 Watters Creek	3C Ventures, LLC	watterscreek@f45training.com	950 Watters Creek Blvd, Allen, TX 75013, USA	

47	F45 Midtown Houston	Battle Ropes LLC	midtownhouston@f45training.com	2600 Travis St, Houston, TX 77006, USA	
48	F45 Hunters Creek Village	CSS Hunters Creek Village LLC	hunterscreekvillage@f45training.com	7925 Katy Fwy, Houston, TX 77024, USA	
49	F45 Cedar Park	GOI, LLC	cedarpark@f45training.com	401 W Whitestone Blvd, Cedar Park, TX 78613, USA	
50	F45 Southlake	8 Eleven Partners LLC	southlake@f45training.com	1241 E State Hwy 114, Suite 120 Southlake, TX 76092	
51	F45 Abilene North	Angel Holder	abilenenorth@f45training.com	1158 E N 10th St, Abilene, TX 79601, USA	Terminated 10/2023 - Abandonment
52	F45 Ponderosa West	BB Fitness, LLC	westes@f45training.com	6046 Eastridge Rd, Odessa, TX 79762, USA	
53	F45 Walnut Hill Dallas	Horner Capital, LLC	walnuthilldallas@f45training.com	8061 Walnut Hill Lane, Suite 912, Dallas, TX 75231	
54	F45 Deerfield	PG Fitness The 2030, LP	deerfield@f45training.com	2030 N Loop 1604 W, San Antonio, TX 78248, USA	
55	F45 Oak Forest Houston	LeGrandet LLC	oakforesthouston@f45training.com	2009 W. 34th Street, Suite D Houston, TX 77018	
56	F45 Arts District Houston	Houston Fitness Factory LLC	artsdistricthouston@f45training.com	1302 Houston Ave, Houston, TX 77007, USA	
57	F45 Lantana	A Brown-Edwards Company	lantana@f45training.com	3600 FM 407 STE 185, Bartonville TX 76226	
58	F45 Little Elm	BBW Fitness	littleelm@f45training.com	26744 E University Dr, Little Elm, TX 76227, USA	
59	F45 Deep Ellum Dallas	MF Deep Ellum LLC	deepellumdallas@f45training.com	2900 Canton St, Dallas, TX 75226, USA	
60	F45 Riverstone TX	Brown & Mehta, LLC	riverstonetx@f45training.com	18802 University Blvd STE 160, Sugar Land TX 77479	
61	F45 Fulshear	Mad Boy Fitness, LLC	fulshear@f45training.com	6615 W Cross Creek Bend Ln, Fulshear, TX 77441, USA	
62	F45 Energy Corridor	Houston Strong Fitness III, LLC	energycorridor@f45training.com	14754 Memorial Dr, Houston, TX 77079, USA	
63	F45 Memorial Houston	Houston Strong Fitness II, LLC	memorialhouston@f45training.com	12474 Memorial Dr, Houston, TX 77024, USA	
64	F45 Alamo Ranch TX	Five Fitness Management, LLC	alamoranchtx@f45training.com	Culebra Rd, San Antonio, TX, USA	
65	F45 Encino Park	Five Fitness - Bulverde, Ltd.	encinopark@f45training.com	22151 Bulverde Rd, San Antonio, TX 78259, USA	
66	F45 Orsinger Park	Five Fitness - Huebner, Ltd	medicalcentersatx@f45training.com	10103 Huebner Rd, San Antonio, TX 78240, USA	
67	F45 Bandera Pointe	Five Fitness - Bandera, Ltd.	banderapointe@f45training.com	11321 Bandera Rd, San Antonio, TX 78250, USA	

68	F45 College Station TX	Texas Functional Fitness LLC	collegestationtx@f45training.com	1904 Texas Ave South College Station, TX 77840	
69	F45 Lakes of Bella Terra	Minh Vo	lakesofbellaterra@f45training.com	1803 First Oaks St, Richmond, TX 77406, USA	
70	F45 West 7th Fort Worth	Fit Tribe DFW, LLC	west7thfortworth@f45training.com	901 University Dr, Fort Worth, Texas 76107, USA	
71	F45 Morton Ranch	Asli Remlinger	mortonranch@f45training.com	3011 W Grand Pkwy N, Katy, TX 77449, USA	
72	F45 Central Houston	Hudgins Health and Fitness, LLC	centralhouston@f45training.com	8415 Stella Link Rd, Houston, TX 77025, USA	
73	F45 Waterside Fort Worth	DI FERDINANDO WELLNESS GROUP LLC	watersidefortworth@f45training.com	5912 Convair Dr, Ste. B300 Fort Worth, TX 76109, USA	
74	F45 Aliana	Vegan Ventures LLC	aliana@f45training.com	16717 W Airport Blvd, Richmond, TX 77407, USA	
75	F45 South Shore Austin	512 Fitness LLC	southshoreaustin@f45training.com	1604 E Riverside Dr, Austin, TX 78741, USA	
76	F45 Laredo Del Mar	Kratos Investments, LLC	laredodelmar@f45training.com	1705 E Del Mar Blvd, Laredo, TX 78041, USA	
77	F45 Frisco	BBW Fitness3 LLC	frisco@f45training.com	5855 Preston rd Frisco, TX 75034	
78	F45 Friendswood	CSS Friendswood, LLC	friendswood@f45training.com	1501 W. Parkwood Suite #107 Friendswood, Texas 77546	
79	F45 Sterling Ridge	Next Level Amazing, LLC	sterlingridge@f45training.com	30420 FM 2978 Pky, Suite 500, the woodlands, tx 77382	
80	F45 WIllow Park	KAMCE V LLC	willowpark@f45training.com	229 Shops Blvd, Willow Park, TX 76087, USA	
81	F45 Rawlins	Garrick Athletics, LLC	lakewoodtx@f45training.com	6465 E Mockingbird Ln, Dallas, TX 75214, USA	
82	F45 Westlake Forest	P1 Fitness Inc	katywestlake@f45training.com	21788 Katy Fwy, Katy, TX 77449, USA	
83	F45 Dominion	Five Fitness Management, LLC	dominion@f45training.com	22015 West Interstate 10 ste 201, San Antonio, Texas 78257, USA	
84	F45 Bitters	Five Fitness Management, LLC	bitters@f45training.com	13410 San Pedro Ave, San Antonio, TX 78216, USA	
85	F45 Addison East	Renewfit Holdings LLC	addisoneast@f45training.com	5100 Belt Line Rd, Dallas, TX 75254, USA	
86	F45 Harmony TX	RHYT Investments LLC	springharmony@f45training.com	4057 Riley Fuzzel Road #1050, Spring, Texas 77386, USA	
87	F45 West Lake Conroe	Gently, LLC	westlakeconroe@f45training.com	19794 Hwy 105 W suite 200, Montgomery, TX 77365	
88	F45 Melissa TX	Family First RTKC Incorporated	melissatx@f45training.com	2435 Sam Rayburn Hwy Suite 100 Melissa Tx 75454	
89	F45 Oso Bay	CJGFit LLC	corpuschristi@f45training.com	7514 S Padre Island Dr, Corpus Christi, TX 78412, USA	

90	F45 Prestonwood	HC FourFive LLC	prestonwood@f45training.com	6959 Arapaho Rd #121, Dallas, TX 75248, USA	
91	F45 Twin Creeks	Elite TX Fitness, Inc.	twincreeks.admin@f45training.com	1010 W Exchange Pkwy, Allen, TX 75013, USA	
92	F45 Merito	Modern Jiu-Jitsu Academy, LLC	trenton@f45training.com	1200 W Auburn Ave, McAllen, Texas 78504, USA	
93	F45 Brodie Lane	B&B Fitness, LLC	brodielane@f45training.com	9911 Brodie Ln #300, Austin, TX 78748, USA	
94	F45 Grand Central Park	EB Fitness Group LLC	grandcentralpark@f45training.com	1219 Grand Central Blvd Ste 200, Conroe Texas 77304	
95	F45 Tanglewood Houston	TCB Fitness I LLC	tanglewoodhouston@f45training.com	6363 San Felipe St, Houston, TX 77057, USA	
96	F45 Copperfield	Club Sports Studios LLC	copperfield@f45training.com	7097a Hwy 6 N, Houston, Texas 77095, USA	
97	F45 Legacy Trail	BR & AG Investments, LLC	legacytrail@f45training.com	6970 Arbor Ridge Drive, Tyler, TX 75703, USA	
98	F45 Cross Trails	Jay S Fitness LLC	crosstrails@f45training.com	2000 N Mays St suite 115, Round Rock, TX 78664, USA	
	Utah				
1	F45 South Valley	South Valley FFF LLC	southvalley@f45training.com	3796 W 12600 S, Riverton, Utah 84065, United States	
2	F45 Twin Peaks	Achieve Life Fitness Utah LLC	twinpeaks@f45training.com	1873 W Traverse Pkwy, Lehi, UT 84043, USA	
3	F45 Sandy	Peak Fitness Utah, LLC	sandy@f45training.com	2101 East 9400 South, Sandy, UT 84093, USA	
4	F45 Sugarhouse	F45 Sugarhouse Inc.	sugarhouse@f45training.com	1505 E 2100 S, Salt Lake City, UT 84105, USA	Resold 11/2023 - New owner information provided
5	F45 Holladay	Holladay Fitness, LLC	holladay@f45training.com	4707 Holladay Blvd E, Holladay, UT 84117, USA	
6	F45 Draper	Preszler, Inc.	draper@f45training.com	278 East 12300 South, Suite 104, Draper, UT, 84020	Terminated 10/2023 - Abandonment
7	F45 South Orem	DSC Gym LLC	southorem@f45training.com	1409 South State Street, Orem, UT 84097	
9	F45 Park City	D. Rowdy Williams	parkcity@f45training.com	1241 Center Drive Suite L-120 Park City, Utah 84098	
10	F45 Farmington	IHM LLC	farmington@f45training.com	1060 UT-225, Farmington, UT 84025, USA	
11	F45 Fort Union	Katie Wray	fortunion@f45training.com	7653 700 E, Midvale, UT 84047, USA	Terminated 10/2023 - Abandonment

12	F45 Bountiful	WFOXX LLC	bountiful@f45training.com	245 W 500 S, Bountiful, UT 84010, USA	Terminated 10/2023 - Abandonment
13	F45 Jordan Landing	JDB Strong, INC	jordanlanding@f45training.com	3812 W 7800 South #190, West Jordan, UT 84088	
14	F45 Cottonwood Canyons	FIT Cottonwood Canyons, LLC	cottonwoodcanyons@f45training.com	3418 Bengal Blvd, Salt Lake City, UT 84121, USA	Terminated 10/2023 - Abandonment
15	F45 SoDa Row	FitLake, LLC	sodarow@f45training.com	11277 Kestrel Rise Rd., Suite A, South Jordan UT. 84009	
16	F45 Lindon	KAMVS, LLC	lindon@f45training.com	259 N 290 W, Lindon, UT 84042	
17	F45 St George East	BBB Health and Fitness, LLC	stgeorgeeast@f45training.com	446 S Mall Dr, St. George, UT 84790, USA	
18	F45 St George South	BBB Health and Fitness, LLC	stgeorgesouth@f45training.com	922 E Brigham Rd, St. George, UT 84790, USA	
19	F45 South Weber	Beyond Dirty T, LLC	southweber@f45training.com	6009 Fashion Point Dr, South Ogden, UT 84403, USA	
20	F45 400 South	Alexander Lawrence	400south@f45training.com	645 E 400 S, Salt Lake City, UT 84102, USA	Terminated 10/2023 - Abandonment
21	F45 Downtown Salt Lake City	Downtown HIIT LLC	downtownsaltlakecity@f45training.com	336 West Broadway, Salt Lake City, UT, USA	
22	F45 Logan UT	Coolkidz, LLC	loganut@f45training.com	110 East 4000 North, Hyde Park, UT 84318, USA	Resold - 04/2023. New owner information provided; Closed - 10/2023
	Virginia				
1	F45 Pentagon Row	P&S Centre, Inc	pentagonrow@f45training.com	1101 S Joyce St, Arlington, VA 22202, USA	
2	F45 Staunton	Virginia Fitness Studios, LLC	staunton@f45training.com	106 Rowe Rd, Staunton, VA 24401, USA	
3	F45 Old Town, Alexandria	S & P Centre Incorporated	oldtownalexandria@f45training.com	901 N Washington St, Alexandria, VA, United States	
4	F45 Short Pump	Balance Gym Short Pump, LLC	shortpump@f45training.com	3430 Pump Rd, Henrico, VA 23233, USA	
5	F45 Dumbarton	Balance Gym Dumbarton, LLC	dumbarton@f45training.com	5709 W Broad St, Richmond, VA 23230, USA	
6	F45 Arlington	BWW Fitness Ballston, LLC	arlington@f45training.com	3865 Wilson Blvd, Arlington, VA 22203, USA	
7	F45 Tysons	HH Tysons, LLC	tysons@f45training.com	1640 Boro Place, McLean, VA 22102, USA	
8	F45 Ashburn	Ampersand Athletics, Inc.	ashburn@f45training.com	21020 Sycolin Rd, Ashburn, VA 20147, USA	

9	F45 Penrose	Balance Gym Penrose, LLC	penrose@f45training.com	2501 9th Rd S #65, Arlington, VA 22204	
10	F45 Fan District VA	Mark Crick	fandistrictva@f45training.com	2035 W Broad St, Richmond, VA 23220, USA	
11	F45 South Riding	Warzish I, LLC	southriding@f45training.com	25421 Lizzio Center Dr, Ste.170, South Riding VA 20152	
12	F45 Fairfax Corner	T&T Affinity Fitness, LLC	fairfaxcorner@f45training.com	11881 Grand Commons Ave, Fairfax, VA 22030, USA	
13	F45 Shirlington	JD Studio Fitness VIII, LLC	shirlington@f45training.com	2800 South Randolph Street, Arlington, VA, USA	
14	F45 Reston Station	Warzish III, LLC	restonstation@f45training.com	11201 Reston Station Blvd, Reston, VA 20190, USA	
15	F45 Fairfax Circle	Sweatheads, LLC	fairfaxcircle@f45training.com	9424 Fairfax Blvd, Fairfax, VA 22031, USA	
16	F45 Reston Town Center	Warzish II, LLC	restontowncenter@f45training.com	11840 Freedom Dr, Reston, VA 20190, USA	
17	F45 Cookes Crossing	Sweat Shop LLC	cookescrossing@f45training.com	635 Potomac Station Dr, Leesburg, VA 20176, USA	
18	F45 Gainesville	Fit Nova, LLC	gainesville@f45training.com	13841 Heathcote Blvd, Gainesville, VA 20155	
19	F45 Landmark	Sweatheads LLC	landmark@f45training.com	416 S Pickett St, Alexandria, VA 22304, USA	
20	F45 Mosaic District	Maverick Fitness, LLC	mosaicdistrict@f45training.com	2980 District Ave, Suite, Fairfax, VA 22031, USA	
21	F45 Clarks Crossing	Maverick Fitness, LLC	viennava@f45training.com	304 Maple Avenue West, Vienna, VA 22180	
22	F45 Ashland	Get Fit, LLC	ashland@f45training.com	11601 Lakeridge Pkwy, Ashland, VA 23005, USA	
23	F45 Midlothian	Functional Fitness Huguenot LLC	midlothian@f45training.com	2003 Huguenot Road, Bon Air, VA, USA	
24	F45 Windsor Woods VA	En Fuego, Inc.	kingsgrant@f45training.com	2929 Virginia Beach Blvd, Virginia Beach, Virginia 23452, USA	
	Washington				
1	F45 Capitol Hill	CSS Capitol Hill, LLC	capitolhill@f45training.com	1419 11th Ave, Seattle, WA 98122, USA	
2	F45 Ballard	Eat My Squats LLC	ballard@f45training.com	907 NW Ballard Way, Seattle, WA 98107, USA	
3	F45 South Hill	NW Functional Fitness LLC	southhill@f45training.com	13103 Meridian Ave E Suite 102 Puyallup WA, 98374	
4	F45 Seattle Central District	NW Functional Fitness LLC	seattlecentraldistrict@f45training.com	1801 S Jackson St, Seattle, WA 98144, USA	

5	F45 Queen Anne	NW Functional Fitness LLC	queenanne@f45training.com	2221 Queen Anne Ave N, Seattle, WA 98109, USA	
6	F45 Kirkland	CSS Kirkland, LLC	kirkland@f45training.com	120 Park Ln, Kirkland, WA 98033, USA	
7	F45 Redmond WA	CSS Redmond, LLC	redmondwa@f45training.com	7405 168th Avenue NE, Suite A. Redmond, WA 98052	
8	F45 Woodinville	Rohit Chopra	woodinville@f45training.com	17300 135th Ave NE, Woodinville, WA 98072, USA	
9	F45 Northgate WA	NW Functional Fitness, LLC	northgatewa@f45training.com	534 NE Northgate Way, Seattle, WA 98125, USA	
10	F45 Eastlake	Stagge DeruBeis Fitness LLC	eastlake@f45training.com	1800 Eastlake Ave E, Seattle, WA 98102, USA	
11	F45 Lynnwood WA	Warzish Ltd	lynnwoodwa@f45training.com	17214 Hwy 99, Lynnwood, WA 98037, USA	
12	F45 Bothell	Gibson & Wika LLC	bothell@f45training.com	10125 Main St, Bothell, WA 98011, USA	
	Wisconsin				
1	F45 Milwaukee Lakefront	M&W Fitness, LLC	milwaukeelakefront@f45training.com	2636 N Downer Ave, Milwaukee, WI 53211, USA	
2	F45 Brookfield	Driven Results LLC	brookfield@f45training.com	17365 W, Bluemound Rd Brookfield WI 53045	
3	F45 Delafield	Driven Results LLC	delafield@f45training.com	3272 Golf Rd, Unit C, Delafield, WI 53018	
4	F45 East Eau Claire	TRIPLEPFITNESS, LLC	easteauclaire@f45training.com	1415 Winchester Way, Altoona, WI 54720, USA	
5	F45 Mineral Point Rd	BB Fitness Investments LLC	mineralpointrd@f45training.com	7836 Mineral Point Rd, Madison, WI 53717, USA	

EXHIBIT F-2: Pre-Open Studios

No.	Territory	Franchisee Name	Franchisee Email	Franchisee Address	November 15, 2023 Update
	Alabama				
1	F45 Mobile Central	Spire Fitness, LLC	mobilecentral@f45training.com	101 E Romana St, Pensacola, FL 32502, USA	Termination by mutual agreement - 09/2023
2	F45 Pike Road	Stinson & Wright Enterprises	pikeroad@f45training.com	9593 Vaughn Rd, Pike Rd, AL 36064, USA	Opened - 08/2023
3	F45 Saginaw-Alabaster	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Saginaw-Alabaster, AL	Termination by mutual agreement - 10/2023
4	F45 Hoover	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Hoover, AL	Termination by mutual agreement - 10/2024
5	F45 Helena AL	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Helena, AL	Termination by mutual agreement - 10/2025
6	F45 Elmore AL	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Elmore, AL	Termination by mutual agreement - 10/2026
7	F45 Eastchase	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Eastchase, AL	Termination by mutual agreement - 10/2027
	Arizona				
1	F45 Lower Queen Creek Basin	Beyond Limits Sport 2, LLC	lowerqueencreekbasin@f45training.com	Queen Creek, AZ, United States	
2	F45 Scottsdale Horizon	Next Level Amazing LLC	scottsdalehorizon@f45training.com	14854 N Frank Lloyd Wright Blvd, Scottsdale, AZ 85260, USA	Opened - 01/2023
3	F45 Lizard	Next Level Amazing, LLC	lizard@f45training.com	Lizard, AZ, USA	Terminated by mutual agreement - 10/2023
4	F45 Wheatridge	Plu Ultra Corp.	wheatridge@f45training.com	Camelback Estates IV, United States	
5	F45 Litchfield Park	ZKON LLC	litchfieldpark@f45training.com	Goodyear, AZ, USA	
6	F45 Las Sendas	Bravo One Fitness LLC	lasendas@f45training.com	6655 E McDowell Rd, Mesa, AZ 85215, USA	
7	F45 East Prescott	Bravo One Fitness, LLC	easprescott@f45training.com	East Prescott, United States	
8	F45 South Flagstaff	Bravo One Fitness, LLC	southflagstaff@f45training.com	South Flagstaff, United States	
9	F45 Surprise AZ	Ohana Elite, LLC	surpriseaz@f45training.com	17124 W Peoria Ave, Surprise, AZ 85388, USA	
10	F45 Camelot Village AZ	Ohana Elite, LLC	camelotvillageaz@f45training.com	Camelot Village AZ, United States	
11	F45 Red Mountain	Ohana Elite, LLC	redmountain@f45training.com	4425 E McKellips Rd b109, Mesa, AZ 85215, USA	Opened - 02/2023
12	F45 North Scottsdale	SBJ Fitness LLC	northscottsdale@f45training.com	7609 E Pinnacle Peak Rd ste c 6, Scottsdale, AZ 85255, USA	
13	F45 Casas Adobes	FIRE FITNESS TUCSON	casasadobes@f45training.com	6011 N Oracle Rd, Tucson, AZ 85704, USA	Opened - 01/2023; Terminated 10/2023 - Abandonment

14	F45 Downtown Tucson	FIRE FITNESS TUCSON	downtowntucson@f45training.com	34 S. 5th Avenue, Tucson AZ 85701	
15	F45 Midtown Phoenix	New Horizons Fitness LLC	midtownphoenix@f45training.com	3427 N 7th Ave, Phoenix, AZ 85013, USA	
16	F45 Paradise Valley	Dana Kajtezovic	paradisevalley@f45training.com	Cactus AZ, United States	
17	F45 Sunny Slope Arizona	Bare Health LLC	sunnyslopearizona@f45training.com	3232 E Shea Blvd, Phoenix, AZ 85028, USA	
18	F45 Greenbrier East	Dana Kajtezovic	greenbriereast@f45training.com	Greenbrier East, United States	
19	F45 Anthem AZ	Semper Fi Fitness, LLC	anthemaz@f45training.com	42101 N 41st Dr, Anthem, AZ 85086, USA	Opened - 04/2023
20	F45 Cottonwood Ranch	Mark Guemes	cottonwoodranch@f45training.com	7615 W Thunderbird Rd, Peoria, AZ 85381, USA	Terminated by mutual agreement - 10/2023
21	F45 Downtown Phoenix	Prevee LLC	downtownphoenix@f45training.com	400 N 2nd Ave, Phoenix, AZ 85003, USA	Opened - 04/2023
22	F45 Park West AZ	Anthony Ayala	parkwestaz@f45training.com	9736 W Northern Ave suite 1500, Peoria, AZ 85345, USA	Opened - 02/2023
23	F45 Northwest Tucson	Amazing Fitness, LLC	northwesttucson@f45training.com	9705 N Thornydale Rd, Tucson, AZ 85742, USA	Opened - 03/2023
24	F45 Sun City Grand West	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Sun City Grand West, AZ	Terminated by mutual agreement - 10/2023
25	F45 Lizard	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Lizard, AZ, USA	Terminated by mutual agreement - 10/2023
26	F45 Cinco Soles	Legend Sports Club LLC	cincosolesaz@f45training.com	Cinco Soles, AZ	Terminated by mutual agreement - 02/2023
27	F45 Los Villas Scottsdale	Legend Sports Club LLC	cincosolesaz@f45training.com	Scottsdale, AZ	Terminated by mutual agreement - 02/2023
28	F45 Scottsdale Crossing	Legend Sports Club LLC	cincosolesaz@f45training.com	Scottsdale, AZ	Terminated by mutual agreement - 02/2023
29	F45 Fuller Ranch Mesa	Legend Sports Club LLC	cincosolesaz@f45training.com	Fuller Ranch Messa, AZ	Terminated by mutual agreement - 02/2023
	Arkansas				
1	F45 Centerton	Smuggler Holdings, LLC	centerton@f45training.com	Centerton, AR, United States	
2	F45 Springdale	Smuggler Holdings, LLC	springdale@f45training.com	Springdale, AR, United States	
3	F45 West Fayetteville AR	Smuggler Holdings, LLC	westfayettevillear@f45training.com	West Fayetteville, AR, United States	
4	F45 Bentonville AR	Smuggler Holdings, LLC	bentonvillear@f45training.com	Bentonville, AR, United States	
5	F45 West Rogers	Smuggler Holdings, LLC	westrogers@f45training.com	West Rogers, AR, United States	
6	F45 East Conway	Smuggler Holdings, LLC	eastconway@f45training.com	East Conway, AR, United States	
7	F45 West Conway	Smuggler Holdings, LLC	westconway@f45training.com	West Conway, AR, United States	
	California				
1	F45 17th St Costa Mesa	Cmactive PTY LTD	17thstcostamesa@f45training.com	259-275 E 17th St Costa Mesa	

2	F45 City Center SF	FitCal 02, LLC	citycentersf@f45training.com	2675 Geary Boulevard suite e101, San Francisco, CA 94118, USA	
3	F45 Transbay	FitCal 01, LLC	transbay@f45training.com	Howard Street & Beale Street, San Francisco, CA 94105, USA	
4	F45 Brentwood	HIIT FIT 3 LLC	brentwood@f45training.com	13050 San Vicente Blvd, Los Angeles, CA 90049, USA	
5	F45 North Hollywood	Michelle Zemanek	northhollywood@f45training.com	North Hollywood, United States	
6	F45 Victoria Lakes Park	One More Reason Fitness LLC	victorialakespark@f45training.com	Victoria Lakes Park, United States	
7	F45 Culver Junction	Escalante Media Group Hollywood LLC	culverjunction@f45training.com	2890 S La Cienega Blvd, Culver City, CA 90232, USA	Terminated by Mutual Agreement 08/2023
8	F45 Poway Central	David Aznaveh	powaycentral@f45training.com	13355 Midland Rd, Poway, CA 92064, USA suites 130& 140	
9	F45 Roseville East	Theodore Simpkins	rosevilleeast@f45training.com	Roseville East, United States	
10	F45 Arcadia CA	HIIT & Run, LLC	arcadiaca@f45training.com	400 S Baldwin Ave suite 2135, Arcadia, CA 91007, USA	Terminated by Mutual Agreement 11/2023
11	F45 Mission Heights Park	MKJ Fitness, LLC	missionheightspark@f45training.com	Mission Heights Park, United States	
12	F45 Campbell CA	PK Fitness Ventures LLC	campbellca@f45training.com	412 E Campbell Ave, Campbell, CA 95008, USA	Opened 07/2023
13	F45 Hillcrest CA	NBC Fitness, LLC	hillcrestca@f45training.com	265 W Washington St, San Diego, CA 92103, USA	
14	F45 Laurel Plaza Shopping Centre	Jennifer Piper Welch	laurelplazashoppingcentre@f45training.com	Laurel Plaza Shopping Centre, United States	
15	F45 Novato	Alleycat Enterprises LLC	novato@f45training.com	140 Vintage Way suite g13, Novato, CA 94945, USA	Opened 07/2023
16	F45 Alhambra CA	HIIT & Run, LLC	alhambraca@f45training.com	410 West Main Street, #300, Alhambra, CA, USA	Opened 07/2023
17	F45 Century City	Parker Magalhaes Corporation	southsanluisobispo@f45training.com	4310 W Riverside Dr, Burbank, CA 91505, USA	
18	F45 Capitola	F45 Carlsbad Village LLC	capitola@f45training.com	Capitola, United States	
19	F45 Salinas	F45 Carlsbad Village LLC	santacruz@f45training.com	Salinas, United States	
20	F45 San Ramon	SLJ Investments Incorporated	sanramon@f45training.com	3151 Crow Canyon Pl, San Ramon, CA 94583, USA	Opened 02/2023
21	F45 San Juan Capistrano	Club Sports Studios LLC	sanjuancapistrano@f45training.com	31882 Del Obispo Street suite 156, San Juan Capistrano, California 92675, USA	
22	F45 Bonita	Club Sports Studios LLC	bonita@f45training.com	Bonita, United States	
23	F45 Campus Plaza SD	Club Sports Studios LLC	campusplazasd@f45training.com	6145 El Cajon Blvd, Suite 3E3F, San Diego, CA 92115	
24	F45 West San Marcos	45 Fitness, LLC	westsanmarcosca@f45training.com	727 W San Marcos Blvd unit 111, San Marcos, CA 92078, USA	Opened 05/2023
25	F45 Felicita Town Center	Club Sports Studios LLC	felicitatowncenter@f45training.com	1855 South Centre City Parkway, Escondido, CA 92025, USA	
26	F45 Financial District LA	Arment Thomas	financialdistrictla@f45training.com	Financial District LA, United States	

27	F45 Nipomo	F45 Santa Maria, Inc.	nipomo@f45training.com	505 Sandydale Dr, Nipomo, CA 93444, USA	Opened 04/2023
28	F45 Palm Springs CA	Sears & Deswal Group	palmspringsca@f45training.com	333 S Indian Canyon Dr, Palm Springs, CA 92262, USA	
29	F45 Seven Oaks CA	July Creations, Inc.	sevenoaksca@f45training.com	9000 Ming Ave, Bakersfield, CA 93311, USA	
30	F45 Greenacres CA	July Creations, Inc	greenacresca@f45training.com	Greenacres CA, United States	Terminated by Mutual Agreement 09/2023*
31	F45 El Segundo	M Squared Nation, LLC	elsegundo@f45training.com	South Lawndale CA, United States	
32	F45 West Los Angeles	Synergy Fitness Studio West LA, LLC	westlosangeles@f45training.com	2441 S Sepulveda Blvd, Los Angeles, CA 90064, USA	
33	F45 North Murietta	Hunter Fitness, LLC	northmurietta@f45training.com	North Murietta, United States	
34	F45 Burlingame CA	JD Studio Fitness V, LLC	burlingameca@f45training.com	868 N Delaware St, San Mateo, CA 94401, USA	
	Colorado				
1	F45 Lone Tree	Hunter Fitness, LLC	lonetree@f45training.com	10012 Commons St, Building C, Unit 250,Lone Tree, CO 80124, USA	
2	F45 Wash Park West	Kevin Heber Andrus	washparkwest@f45training.com	545 S Broadway, Denver, CO 80209, USA	
3	F45 Liberty Station	Hunter Fitness Series 2, LLC	libertystation@f45training.com	2850 Womble Rd suite 102, San Diego, CA 92106, USA	Opened 06/2023
4	F45 Belcaro	FitMotive LLC	belcaro@f45training.com	Belcaro, United States	
5	F45 Centennial CO	FitMotive LLC	centennialco@f45training.com	11435 E Briarwood Ave Unit 400, Englewood, CO 80112, USA	
6	F45 North Castle Rock	Plu Ultra Corp	northcastlerock@f45training.com	North Castle Rock, United States	
7	F45 Applewood	Plu Ultra Corp	applewood@f45training.com	Applewood, United States	
8	F45 LOHI	Plu Ultra Corp	lohi@f45training.com	3100 Zuni St, Denver, CO 80211, USA	
9	F45 Cherry Ridge	Plu Ultra Corp	cherryridge@f45training.com	Cherry Ridge, United States	
10	F45 Downtown Gilbert	Plu Ultra Corp	downtowngilbert@f45training.com	325 N Ash St, Gilbert, AZ 85233, USA	
11	F45 Cherry Creek CO	Plu Ultra Corp	cherrycreekco@f45training.com	Mueller, United States	
12	F45 Harriman Lake Park	WisdomLink Fitness, LLC	harrimanlakepark@f45training.com	Harriman Lake Park, United States	
13	F45 Arvada Ridge	WisdomLink Fitness, LLC	arvadaridge@f45training.com	5091 Kipling Street suite 300, Wheat Ridge, Colorado 80033, USA	Opened 03/2023
14	F45 Daniels Garden	WisdomLink Fitness, LLC	danielsgarden@f45training.com	Daniels Garden, United States	
15	F45 Ken Caryl	WisdomLink Fitness, LLC	kencaryl@f45training.com	Ken Caryl, United States	
16	F45 Wandering View	Samantha Dean and Adam Dean	wanderingview@f45training.com	Wandering View, United States	
17	F45 Harbor Pointe	Ernest Cabiladas	harborpointe@f45training.com	Harbor Pointe, United States	
18	F45 Loveland CO	Hunter Fitness, LLC	lovelandco@f45training.com	Loveland CO, United States	Terminated by Mutual Agreement 10/2023

19	F45 Windsor CO	Hunter Fitness, LLC	windsorco@f45training.com	Windsor CO, United States	Terminated by Mutual Agreement 09/2023
20	F45 Lafayette CO	Hunter Fitness, LLC	lafayetteco@f45training.com	607 S Public Rd, Lafayette, CO 80026, USA	
21	F45 Frederick CO	Hunter Fitness, LLC	frederickco@f45training.com	Frederick CO, United States	
22	F45 Sobo Denver	Plu Ultra Corp	sobodenver@f45training.com	2141 South Broadway, Denver, CO 80210, USA	
23	F45 Lodo Denver	Plu Ultra Corp	lododenver@f45training.com	1464 17th St, Denver, CO 80202, USA	
	Connecticut				
1	F45 East Farmington Heights	Irish Properties of Florida, LLC	pembrokelakes@f45training.com	East Farmington Heights, United States	
2	F45 North Milford	Colonial Investment Group LLC	northmilford@f45training.com	440 Wheelers Farm Rd, Milford, CT 06461, USA	
3	F45 Ridgefield CT	T&T Fitness Guilford, LLC	ridgefieldct@f45training.com	92 Grove St, Ridgefield, CT 06877, USA	
4	F45 Westport Green Farms	T&T Fitness Guilford, LLC	westportgreenfarms@f45training.com	Westport Green Farms, United States	
5	F45 North Fairfield CT	R&R Gympire LLC	northfairfieldct@f45training.com	North Fairfield, CT	Terminated by Mutual Agreement 11/2023
	Delaware				
1	F45 Brandywine	Functional Fitness Group, Inc.	brandywine@f45training.com	Brandywine, DE, United States	
2	F45 Middletown DE	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Middletown, DE	Termination by mutual agreement - 10/2023
3	F45 North Dover DE	Hillcrest Health LLC	accounts@hillcresthealthllc.com	North Dover, DE	Termination by mutual agreement - 10/2023
4	F45 Sycamore Gardens	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Sycamore Gardens, DE	Termination by mutual agreement - 10/2023
	District of Columbia				
1	F45 Thomas Circle	Mark Crick	thomascircle@f45training.com	1111 14th St NW, Washington, DC 20005, USA	
2	F45 Glover Park	HH Mid Atlantic LLC	gloverpark@f45training.com	2101 Wisconsin Ave NW, Washington, DC 20007, USA	
3	F45 Davis Square	HH Massachusetts LLC	davissquare@f45training.com	Cleveland Park, United States	
4	F45 Capitol Hill DC	Paul Edward Boehm	capitolhilldc@f45training.com	415 14th St SE, Washington, DC 20003, USA	Opened 07/2023
	Florida				
1	F45 Apollo Beach	Irish Properties of Florida, LLC	apollobeach@f45training.com	Apollo Beach, FL, United States	

2	F45 Frederick MD	MaD Fitness Group, LLC	frederickmd@f45training.com	105 N Federal Hwy, Fort Lauderdale, FL 33301, USA	Opened 03/2023
3	F45 Citrus Park	HIIT Carrollwood LLC	carrollwood@f45training.com	12932 N Dale Mabry Hwy, Tampa, FL 33618, USA	
4	F45 Palm Beach Gardens	MJA Training, LLC	palmbeachgardens@f45training.com	4773 PGA Boulevard, Palm Beach Gardens, FL, USA	Opened 03/2023
5	F45 Nocatee	Michelle Cummings	nocatee@f45training.com	Nocatee, United States	
6	F45 Coral Estates	Ryan Choi	coralestates@f45training.com	Coral Estates, United States	
7	F45 Beach Haven	Aluna Fitness, LLC	beachhaven@f45training.com	14054 Beach Blvd, Jacksonville, FL 32250	
8	F45 Naples Airport	Ann Marie Prestigiacomo	naplesairport@f45training.com	Naples Airport, United States	
9	F45 Blue Inlet	Sean P. Downes	northbocaraton@f45training.com	7001 N Federal Hwy, Boca Raton, FL 33487, USA	
10	F45 Deland	J & S Partners, LLC	deland@f45training.com	2621 South Woodland Boulevard, DeLand, Florida 32720, USA	
11	F45 Forest Hills DC	Irish Properties of Florida, LLC	portstjohn@f45training.com	Port St John, FL, United States	
12	F45 Town of Miami Lakes	Irish Properties of Florida, LLC	townofmiamilakes@f45training.com	1419 One Boynton Rd, Boynton Beach, FL 33435, USA	
13	F45 Lake Worth	Irish Properties of Florida, LLC	lakeworth@f45training.com	Lake Worth, FL	
14	F45 Sushine Acres	Fitness Ventures of South Florida LLC	sunshineacres@f45training.com	Sushine Acres, United States	
15	F45 Southland Park	Irish Properties of Florida, LLC	southlandpark@f45training.com	Pineapple Parks, FL United States	
16	F45 South Weston	Irish Properties of Florida, LLC	southweston@f45training.com	South Weston, United States	
17	F45 Parkland FL	Irish Properties of Florida, LLC	parklandfl@f45training.com	Parkland FL, United States	
18	F45 Boca Harbor	Blue Inlet, LLC	bocaharbor@f45training.com	Boca Raton, FL, USA	
19	F45 Boca Center	Fitness Ventures of South Florida LLC	bocacenter@f45training.com	2200 Glades Rd #107, Boca Raton, FL 33431, USA	
20	F45 Village Square FL	Fitness Ventures of South Florida LLC	villagesquarefl@f45training.com	Village Square FL, United States	
21	F45 Avalon Park	Functional Fitness Longwood, LLC	avalonpark@f45training.com	12001 Avalon Lake Dr, Orlando, FL 32828, USA	
22	F45 Lantana Plaza	Fitness Ventures of South Florida LLC	lantanaplaza@f45training.com	5820 Jog Rd #10 Lake Worth, FL 33467	Opened 02/2023
23	F45 Bartram	Club Franchise Group LLC	bartrampark@f45training.com	13820 Old St Augustine Rd, Jacksonville, FL 32258, USA	Opened 04/2023
24	F45 Dadeland	MaD Fitness Group, LLC	dadeland@f45training.com	9071 S Dixie Hwy, Pinecrest, FL 33156, USA	

25	F45 Boynton Beach	MaD Fitness Group, LLC	boyntonbeach@f45training.com	6405 W Boynton Beach Blvd unit a1, Boynton Beach, FL 33437, USA	
26	F45 Sunrise FL	MaD Fitness Group, LLC	sunrisefl@f45training.com	10091 West Oakland Park Boulevard, Sunrise, FL 33351, USA	
27	F45 Metro West	Club Franchise Group LLC	metrowest@f45training.com	Orlovista South West, United States	
28	F45 Mandarin	Club Franchise Group LLC	mandarin@f45training.com	Mandarin, United States	
29	F45 Southbank	Club Franchise Group LLC	southbankjacksonville@f45training.com	Southbank, United States	
30	F45 Downtown Jacksonville	Club Franchise Group LLC	downtownjacksonville@f45training.com	4775 Town Center Parkway, A01, Jacksonville, FL 32246	
31	F45 St John's Towns Center	Club Franchise Group LLC	stjohnstowncenter@f45training.com	10261 River Marsh Drive suite 101, Jacksonville, FL 32246, USA	Opened 04/2023
32	F45 Fish Hawk	A & E Fitness LLC	fishhawk@f45training.com	Fish Hawk, United States	
33	F45 Progress Village	A & E Fitness LLC	progressvillage@f45training.com	3934 US Highway 301 S Riverview Fl. 33578	Opened 02/2023
34	F45 Lakewood Ranch East	Rhodes to Fitness, LLC	lakewoodrancheast@f45training.com	5770 Ranch Lake Blvd, Bradenton, FL 34202, USA	Opened 01/2023
35	F45 Soldier City	JD Studio Fitness VI, LLC	soldiercity@f45training.com	Soldier City, United States	
36	F45 Windermere FL	JD Studio Fitness VII, LLC	windermerefl@f45training.com	Windermere FL, United States	
37	F45 South Tampa	PWS Fitness Palma Ceia LLC	southtampa@f45training.com	South Tampa, Tampa, FL, USA	
38	F45 Wesley Chapel	PWS Fitness Wesley Chapel LLC	wesleychapel@f45training.com	27709 State Rd 56, Wesley Chapel, FL 33543, USA	
39	F45 Lakeland Highlands	PWS Fitness Lakeland Highlands LLC	lakelandhighlands@f45training.com	2930 Florida Ave S, Lakeland, FL 33803, USA	Opened 04/2023
40	F45 Wildlight	Strong Anderson Family Fitness, LLC	wildlight@f45training.com	76000-8 William Burgess Blvd, Yulee, FL 32097, USA	
41	F45 Wimauma	Scott Bender	wimauma@f45training.com	Wimauma, United States	
42	F45 Brent	AeroFit, LLC	brent@f45training.com	Brent, United States	
43	F45 Bahia Oaks	Clay Stanley	bahiaoaks@f45training.com	Bahia Oaks, United States	
44	F45 Lake Howell - Winter Park	Tuskawilla Fitness, LLC	lakehowellwinterpark@f45training.com	2464 Howell Market Ln, Winter Park, FL 32792, USA	
45	F45 South Kendall	MaD Fitness Group, LLC	southkendall@f45training.com	South Kendall, United States	
46	F45 Delray FL	MaD Fitness Group, LLC	delrayfl@f45training.com	Delray, FL, United States	
47	F45 Ave Maria	G-RIOS ENTERPRISE, LLC	avemaria@f45training.com	Ave Maria, FL, USA	
48	F45 Temple Terrace FL	Aaron Baca	templeterracefl@f45training.com	Temple Terrace FL, United States	
49	F45 Altamonte Springs	JR Fitness Solutions, LLC	altamontesprings@f45training.com	Altamonte Springs, United States	
50	F45 Butler Beach	Link107, LLC	PonteVedraBeach@f45training.com	Butler Beach, FL	Terminated by Mutual Agreement 11/2023
51	F45 O'Neil	Link107, LLC	PonteVedraBeach@f45training.com	O'Neil, FL	Terminated by Mutual Agreement 11/2023

52	F45 Bunell	Link107, LLC	PonteVedraBeach@f45training.com	Bunnell, FL	Terminated by Mutual Agreement 11/2023
53	F45 Gifford	Irish Properties of Florida, LLC	gifford@f45training.com	Gifford, FL, United States	
54	F45 Beachwalk	JD Studio Fitness II LLC	beachwalk@f45training.com	Beachwalk, FL, United States	
55	F45 Summerview Oaks	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Summerview Oaks, FL	Termination by mutual agreement - 10/2023
56	F45 Apopka Central	BAE Wellness Group, LLC	apopkacentral@f45training.com	580 E Main St, Apopka, FL 32703, USA	
57	F45 Winter Park	Functional Fitness Lake Mary, LLC	winterpark@f45training.com	1330 N Orange Ave, Orlando, FL 32804, USA	Opened 04/2023
	Georgia				
1	F45 Brookhaven	Halftime 180, LLC	brookhaven@f45training.com	1350 Dresden Dresden Dr, Atlanta, GA 30319, USA	
2	F45 Eastside Atlanta	Jump Sports America, Inc.	eastsideatlanta@f45training.com	Eastside Atlanta, United States	Terminated by Mutual Agreement 08/2023
3	F45 North Druid Hills	Eastern Wellness Group, LLC	northdruidhills@f45training.com	North Druid Hills, United States	Terminated by Mutual Agreement 05/2023
4	F45 Starland District	GoGo Health and Fitness 2, LLC	starlanddistrict@f45training.com	2400 Bull Street, Savannah, GA, United States	Opened 02/2023
5	F45 Ivy Walk	MaD Fitness Group, LLC	ivywalk@f45training.com	1675 Cumberland Parkway Southeast, unit 412/413, Smyrna, GA 30080, USA	
6	F45 Reynoldstown	MaD Fitness Group, LLC	reynoldstown@f45training.com	780 Memorial Dr SE unit 5a, Atlanta, GA 30316, USA	
7	F45 Roswell	MaD Fitness Group, LLC,	roswell@f45training.com	Roswell, United States	
8	F45 Alpharetta	MaD Fitness Group, LLC	alpharetta@f45training.com	11740 Haynes Bridge Road, Alpharetta, GA, USA	
9	F45 Johns Creek	MaD Fitness Group, LLC	johnscreek@f45training.com	11030 Medlock Bridge Rd suite 120, Duluth, GA 30097, USA	Opened 04/2023
10	F45 Cumming	MaD Fitness Group, LLC	cumming@f45training.com	410 Peachtree Parkway unit 338, Cumming, GA 30041, USA	
11	F45 Emory Point	MaD Fitness Group, LLC	emorypoint@f45training.com	1568 Avenue Place unit d1 180, Atlanta, GA 30329, USA	
12	F45 Summerhill	MaD Fitness Group, LLC	summerhill@f45training.com	Grant Park, Central Atlanta, United States	
13	F45 Old Alabama	MaD Fitness Group, LLC	oldalabama@f45training.com	3005 Old Alabama Rd suite 210, Alpharetta, GA 30022, USA	Opened 02/2023
15	F45 Crabapple	MaD Fitness Group, LLC	crabapple@f45training.com	Crabapple, GA, United States	
16	F45 Peachtree Corners	MaD Fitness Group, LLC	peachtreecorners@f45training.com	Peachtree Corners, GA, United States	
17	F45 Webb Gin	MaD Fitness Group, LLC	webbgin@f45training.com	Webb Gin, GA, United States	
18	F45 West Athens	Burton Gyms, LLC	westathens@f45training.com	175 Tracy Street, Athens, GA 30601, USA	Opened 07/2023

19	Bonners Camp	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Bonners Camp, GA	Termination by mutual agreement - 10/2023
20	Byron-Powersville	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Byron-Powersville, GA	Termination by mutual agreement - 10/2023
21	Eastwood Estates	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Eastwood Estates, GA	Termination by mutual agreement - 10/2023
22	Evanston GA	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Evanston, GA	Termination by mutual agreement - 10/2023
23	Hunters Court	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Hunters Court, GA	Termination by mutual agreement - 10/2023
24	Kensington	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Kensington, GA	Termination by mutual agreement - 10/2023
25	Silver City GA	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Silver City, GA	Termination by mutual agreement - 10/2023
26	West Columbus	Hillcrest Health LLC	accounts@hillcresthealthllc.com	West Columbus, GA	Termination by mutual agreement - 10/2023
27	F45 Thunderbolt	R&R Gympire LLC	thunderbolt@f45training.com	Thunderbolt, GA	Terminated by Mutual Agreement 11/2023
28	F45 Bridgeport GA	R&R Gympire LLC	bridgeportga@f45training.com	Bridgeport, GA	Terminated by Mutual Agreement 11/2023
29	F45 Centerville GA	R&R Gympire LLC	centervillega@f45training.com	Centerville, GA	Terminated by Mutual Agreement 11/2023
	Hawaii				
1	F45 Kapolei	Global Fitness Partners, LLC	kapolei@f45training.com	Kapolei, United States	
2	F45 Mililani Town	Pono Fitness, LLC	mililanitown@f45training.com	Mililani Town, United States	
3	F45 Heeia	David Morenfeld	heeia@f45training.com	Heeia, United States	
4	F45 Kailua	David Morenfeld	kailua@f45training.com	#126a 25 Kaneohe Bay Dr Ste 132, Kailua, HI 96734, USA	
	Idaho				
1	F45 Boise Downtown	Shank Ventures, LLC	downtownboise@f45training.com	202 E Myrtle St, Boise, ID 83702, USA	
2	F45 North East Boise	Taylor Bastien	northeastboise@f45training.com	North East Boise, United States	
	Illinois				
1	F45 Wicker Park	Chicago Athletic Clubs, LLC	wickerpark@f45training.com	1639 N Milwaukee Ave, Chicago, IL 60647, USA	Terminated by Mutual Agreement 09/2023
2	F45 La Grange	Mercia Health & Fitness Co.	lagrange@f45training.com	La Grange, United States	
3	F45 Oak Park	Dilanya Fitness, LLC	oakpark@f45training.com	Oak Park, United States	
4	F45 Streeterville	HIIT Group, LLC	streeterville@f45training.com	Streeterville, United States	

5	F45 Noble Square	HIIT Group	noblesquare@f45training.com	Noble Square, United States	
6	F45 Greektown IL	Compass 26 LLC	greektownil@f45training.com	Greektown, United States	
7	F45 Kenwood	HIIT Group LLC	kenwood@f45training.com	Kenwood, United States	
8	F45 Downers Grove South	Scott R. Allen	downersgrovesouth@f45training.com	1510 75th St, Downers Grove, IL 60516, USA	Terminated by Mutual Agreement 10/2023
9	F45 East Shorewood	Scott R. Allen	eastshorewood@f45training.com	East Shorewood, United States	Terminated by Mutual Agreement 10/2023
10	F45 Downers Grove West	Scott R. Allen	downersgrovewest@f45training.com	1510 75th St, Downers Grove, IL 60516, USA	Terminated by Mutual Agreement 10/2023
11	F45 Buena Park	Smith Walker Inc.	westloop@f45training.com	Buena Park, United States	
12	F45 Edwardsville	Levi Thomas	edwardsville@f45training.com	Edwardsville, United States	
13	F45 Melrose Park	Club Sports Studios LLC	melrosepark@f45training.com	Melrose Park, United States	
14	F45 East Lincolnwood	Club Sports Studios LLC	eastlincolnwood@f45training.com	East Lincolnwood, United States	
15	F45 Mount Prospect IL	Club Sports Studios LLC	mountprospectil@f45training.com	201 South Main Street, Mount Prospect, IL 60056, USA	Opened 01/2023
16	F45 O'Fallon IL	Levi Thomas	ofallonil@f45training.com	705 Cambridge Blvd, O'Fallon, IL 62269, USA	Opened 04/2023
17	F45 North Edgewater	Hillcrest Health LLC	accounts@hillcresthealthllc.com	North Edgewater, IL	Termination by mutual agreement - 10/2023
18	F45 Prospect Heights IL	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Prospect Heights, IL	Termination by mutual agreement - 10/2023
19	F45 Yorktown Center	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Yorktown Center, IL	Termination by mutual agreement - 10/2023
20	F45 Plainfield IL	Club Sports Studios LLC	plainfieldil@f45training.com	12820 S Route 59, Plainfield, IL 60585	Opened 01/2023; Closed 09/2023
21	F45 Vernon Hills IL	Club Sports Studios LLC	vernonhillsil@f45training.com	325 North Milwaukee Avenue suite 200, Vernon Hills, IL 60061, USA	Opened 07/2023; Closed 09/2023
	Indiana				
1	F45 Fort Wayne SW	KILO FIT LLC	fortwaynesw@f45training.com	9902 Illinois Rd, Fort Wayne, IN 46804, USA	Opened 02/2023
2	F45 Seven Corners	MaD Fitness Group, LLC, a Florida Limited Liability Company	sevencorners@f45training.com	Seven Corners, IN, United States	
3	F45 Home Place IN	Scheu Holdings LLC	homeplacein@f45training.com	Home Place, IN, USA	Terminated by Mutual Agreement 10/2023
4	F45 Nora	Scheu Holdings LLC	norain@f45training.com	Nora, IN, USA	Terminated by Mutual Agreement 10/2023
5	F45 Crestwood	Irish Properties of Florida, LLC	crestwoodin@f45training.com	Crestwood, IN, United States	
	Iowa				

1	F45 Boone IA	Kevin Vaughan-Carber	booneia@f45training.com	Boone IA, United States	
2	F45 Urbandale West	Kevin Vaughan-Carber	urbandalewest@f45training.com	Urbandale West, United States	
3	F45 Ankeny	Castle Fitness Holdings LLC	ankeny@f45training.com	2405 SW White Birch Dr, Ankeny, IA 50023, USA	Opened 01/2023
	Kansas				
1	F45 Prairie Village	MFG MO Crossroads, LLC	prairievillage@f45training.com	Prairie Village, United States	
2	F45 Lenexa	MaD Fitness Group, LLC	lenexa@f45training.com	12831 W 87th St Pkwy, Lenexa, KS 66215, USA	
3	F45 Olathe	MaD Fitness Group, LLC	olathe@f45training.com	15293 W 119th St, Olathe, KS 66062, USA	
4	F45 Nall Park	MaD Fitness Group, LLC	nallpark@f45training.com	Nall Park, United States	
5	F45 Downtown Overland Park	MOHAWK FITNESS, LLC	downtownoverlandpark@f45training.com	8095 Metcalf Ave, Overland Park, KS 66204, USA	Opened 01/2023
6	Northwest Witchita	Smuggler Holdings, LLC	northwitchita@f45training.com	Northwest Wichita, KS, United States	
7	Beech Factory	Smuggler Holdings, LLC	beechfactory@f45training.com	Beech Factory, KS, United States	
	Kentucky				
1	F45 Boca Lago	Irish Properties of Florida, LLC	bocalago@f45training.com	Boca Lago, United States	
2	Colony KY	Smuggler Holdings, LLC	colonyky@f45training.com	Colony, KY, United States	
3	Eastland Parkway	Smuggler Holdings, LLC	eastlandparkway@f45training.com	Eastland Parkway, KY, United States	
4	West Lexington KY	Smuggler Holdings, LLC	westlexingtonky@f45training.com	West Lexington, KY, United States	
5	Baralto	Smuggler Holdings, LLC	baralto@f45training.com	Baralto, KY, United States	
6	Richwood KY	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Richwood, KY	Termination by mutual agreement - 10/2023
	Louisiana				
1	Covington LA	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Covington, LA	Termination by mutual agreement - 10/2023
2	Gonzales LA	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Gonzales, LA	Termination by mutual agreement - 10/2023
3	North Slidell	Hillcrest Health LLC	accounts@hillcresthealthllc.com	North Slidell, LA	Termination by mutual agreement - 10/2023
4	Prairieville	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Prairieville, LA	Termination by mutual agreement - 10/2023
5	Walker LA	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Walker, LA	Termination by mutual agreement - 10/2023
	Maine				
1	F45 Harmon Beach	HIT FIT ME LLC	harmonbeach@f45training.com	Harmon Beach, United States	

2	F45 South Portland	Mosaic Fitness Ventures, LLC	southportland@f45training.com	333 Clarks Pond Pkwy #500, South Portland, ME 04106, USA	Terminated by Mutual Agreement 10/2023
	Maryland				
1	F45 Highland	INKK Family LLC	highland@f45training.com	Highland, United States	
2	F45 Watertown	HH Massachusetts LLC	watertown@f45training.com	49 Bond Street, Watertown, MA 02472, USA	Opened 03/2023
3	F45 Fallsgrove	Michael Fazzari	fallsgrove@f45training.com	Fallsgrove, United States	
4	F45 Canton MD	MaD Fitness Group, LLC	cantonmd@f45training.com	3904 Boston St unit SW01, Baltimore. MD 21224, USA	
5	F45 Olney	MaD Fitness Group, LLC	olney@f45training.com	18115 Town Center Dr, Olney, MD 20832, USA	Opened 02/2023
6	F45 Germantown MD	MaD Fitness Group, LLC	germantownmd@f45training.com	20630 Seneca Meadows Pkwy suite 3, Germantown, MD 20876, USA	
7	F45 Potomac	MaD Fitness Group, LLC	potomac@f45training.com	1097 Seven Locks Rd, Potomac, MD 20854	Opened 01/2023
8	F45 College Park MD	MaD Fitness Group, LLC	collegeparkmd@f45training.com	7326 Baltimore Avenue, College Park, MD, USA	
9	F45 Gaithersburg MD	MaD Fitness Group, LLC	gaithersburgmd@f45training.com	74-76 Market St, Gaithersburg, MD 20878, USA	
10	F45 White Marsh	MaD Fitness Group, LLC	whitemarsh@f45training.com	8153 Honeygo Blvd, Nottingham, MD 21236, USA	
11	F45 Rockville MD	MaD Fitness Group, LLC	rockvillemd@f45training.com	Rockville, MD, United States	
12	F45 Pasadena MD	MaD Fitness Group, LLC,	pasadenamd@f45training.com	8 Mountain Rd suite 8a, Glen Burnie, MD, USA	
	Massachusetts				
1	F45 Needham MA	Needham Franchise Agreement	needhamma@f45training.com	900 Worcester Street, Wellesley, MA	
2	F45 Brookline	HH Brookline, LLC	brookline@f45training.com	Brookline, United States	
3	F45 East Liberty Pittsburgh	HH Massachusetts LLC	eastlibertypittsburgh@f45training.com	6244 Penn Avenue, Pittsburgh, PA 15206, USA	
4	F45 Fenway	HH Massachusetts LLC	fenway@f45training.com	839 Beacon St, Boston, MA 02215, USA	
5	F45 Westwood MA	LeEsquer Fit LLC	westwoodma@f45training.com	552 Victory Rd, Quincy, MA 02171, USA	
6	F45 West Waltham	LeEsquer Fit LLC	westwaltham@f45training.com	475 Winter St, Waltham, MA 02451, USA	Opened 04/2023
7	F45 Southie	Jasco Boston LLC	southie@f45training.com	457 West Broadway, South Boston, Massachusetts 02127 USA	
8	F45 East Somerville	C2IT LLC	eastsomerville@f45training.com	442 McGrath Hwy, Somerville, MA 02143, USA	Opened 03/2023

9	F45 Marlborough West	Club Sports Studios LLC	marlboroughwest@f45training.com	197 Boston Post Rd W, Marlborough, MA 01752, USA	Closed - September 2023
10	F45 Weymouth	Club Sports Studios LLC	weymouth@f45training.com	35 Pleasant Street unit 40, Weymouth, MA 02190, USA	Opened 06/2023
11	F45 Westford	Club Sports Studios LLC	westford@f45training.com	174 Littleton Rd, Westford, MA 01886, USA	
12	F45 North Street Boston	Club Sports Studios LLC	northstreetboston@f45training.com	North Street Boston, United States	
13	F45 Boston Financial District	Club Franchise Group LLC	bostonfinancialdistrict@f45training.com	99 Summer Street, Boston, Massachusetts 02110, USA	
14	North Lawrence MA	Hillcrest Health LLC	accounts@hillcresthealthllc.com	North Lawrence, MA	Termination by mutual agreement - 10/2023
15	Quincy Bay	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Quincy Bay, MA	Termination by mutual agreement - 10/2023
16	Southend Nashua	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Southend Nashua, MA	Termination by mutual agreement - 10/2023
	Michigan				
1	F45 Bloomfield MI	SMIG LLC	bloomfieldmi@f45training.com	Bloomfield MI, United States	
2	F45 Plymouth Northville	Functional HIIT Fitness, LLC	plymouthnorthville@f45training.com	47073 Five Mile Rd, Plymouth, MI 48170, USA	
3	F45 Orchard Lake	ANM Real Estate, LLC	orchardlake@f45training.com	Orchard Lake, United States	
4	F45 Rochester Hills	ANM Real Estate, LLC	rochesterhills@f45training.com	878 S Rochester Rd, Rochester Hills, MI 48307, USA	
5	F45 Novi	Functional HIIT Fitness, LLC	novi@f45training.com	Novi, United States	
6	F45 Allmendiger Park	Club Franchise Group LLC	allmendigerpark@f45training.com	Allmendiger Park, United States	
7	F45 Foster MI	Club Franchise Group LLC	fostermi@f45training.com	Foster MI, United States	
8	F45 Pittsfield MI	Club Franchise Group LLC	pittsfieldmi@f45training.com	Pittsfield MI, United States	
9	F45 Arbor Hills	Club Franchise Group LLC	arborhills@f45training.com	Arbor Hills, United States	
10	F45 Chesterfield Village	Club Sports Studios LLC	chesterfieldvillage@f45training.com	Chesterfield Village, United States	
11	F45 Exchange Club Park	Melissa VanGorden	exchangeclubpark@f45training.com	Exchange Club Park, United States	Terminated by Mutual Agreement 09/2023
12	F45 Ferndale	Club Sports Studios LLC	ferndale@f45training.com	209 West Troy Street, Ferndale, MI 48220, USA	Opened 02/2023; Closed 09/2023
13	F45 Canton MI	Club Sports Studios LLC	cantonmi@f45training.com	42573 Ford Road, Canton, MI 48187, USA	Opened 02/2023; Closed 09/2023
14	F45 Hall Road MI	Club Sports Studios LLC	hallroadmi@f45training.com	Hall Road MI, United States	
15	F45 Bloomfield Hills	Club Sports Studios LLC	bloomfieldhills@f45training.com	Bloomfield Hills, United States	
16	F45 Woodhaven	Club Sports Studios LLC	woodhaven@f45training.com	19800 West Rd, Woodhaven, MI 48183, USA	
	Minnesota				

1	F45 STMA	Adam Meyer	stma@f45training.com	5713 Lachman Ave NE, Albertville, MN 55301, USA	Opened 01/2023
2	F45 Lakeville MN	Adam Meyer	lakevillemn@f45training.com	Lakeville MN, United States	
3	F45 Golden Valley South	Amped Fitness Inc	plymouthmn@f45training.com	3900 Vinewood Ln N, Plymouth, MN 55441, USA	
4	F45 Plymouth MN	Club Sports Studios LLC	weststpaul@f45training.com	1571 S Robert St, West St Paul, MN 55118, USA	Opened 01/2023
5	F45 Richfield	Club Sports Studios LLC	richfield@f45training.com	Richfield, United States	
6	F45 Shoppes at Knollwood	Club Sports Studios LLC	shoppesatknollwood@f45training.com	Shoppes at Knollwood, United States	
7	F45 Lino Lakes	Club Sports Studios LLC	linolakes@f45training.com	7114 Otter Lake Road, Lino Lakes, Minnesota 55038, USA	
8	F45 Mound	Rammy Harwood	mound@f45training.com	2131-2195 Commerce Blvd Suite 2161 Mound, MN 55364	
9	F45 Cottage Grove MN	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Cottage Grove, MN	Termination by mutual agreement - 10/2023
10	F45 West St Paul	Club Sports Studios LLC	weststpaul@f45training.com	1571 S Robert St, West St Paul, MN 55118, USA	Opened 01/2023; Closed 09/2023
	Mississippi				
1	F45 Bellegrove	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Bellegrove, MS	Termination by mutual agreement - 10/2023
2	F45 Eastover MS	R&R Gympire LLC	eastoverms@f45training.com	Eastover, MS	Terminated by Mutual Agreement 11/2023
3	F45 Madison MS	R&R Gympire LLC	madisonms@f45training.com	Madison, MS	Terminated by Mutual Agreement 11/2023
	Missouri				
1	F45 Creve Coeur	D & J Fitness Enterprises LLC	crevecoeur@f45training.com	12513 Olive Blvd, Creve Coeur, MO 63141, USA	Opened 04/2023
2	F45 Harvester	GLC Fitness, LLC	harvester@f45training.com	4631 State Hwy K, O'Fallon, MO 63368, USA	
4	F45 Lee's Summit	MaD Fitness Group, LLC	leessummit@f45training.com	1138 Northeast Douglas Street, Lee's Summit, MO, USA	
5	F45 Lakeshire	D&J Fitness Enterprises, LLC	lakestlouis@f45training.com	Lakeshire, MO	
6	F45 North St Peters	D&J Fitness Enterprises,	lakestlouis@f45training.com	North St Peters, MO	
7	F45 Pakville	D&J Fitness Enterprises,	lakestlouis@f45training.com	Oakville, MO	
8	F45 Zona Rosa KC	MaD Fitness Group, LLC	zonarosakc@f45training.com	8538 Northwest Prairie View Road	
	Montana				
1	F45 West Bozeman	Shara Kay Overstreet	westbozeman@f45training.com	2047 W Oak St, Bozeman, MT 59718, USA	

2	F45 Missoula	Shara Kay Overstreet	missoula@f45training.com	Missoula, United States	
	Nebraska				
1	F45 Omaha Central	Michal I Burnstein	omahacentral@f45training.com	Omaha Central, United States	
2	F45 Bennet	Smuggler Holdings, LLC	bennet@f45training.com	Bennet, NE, United States	
3	F45 Lincoln	Smuggler Holdings, LLC	lincoln@f45training.com	Lincoln, NE, United States	
4	F45 Jamaica NE	Smuggler Holdings, LLC	jamaicane@f45training.com	Jamaica, NE, United States	
5	F45 Chalco	Smuggler Holdings, LLC	chalco@f45training.com	Chalco, NE, United States	
6	F45 Council Bluffs	Smuggler Holdings, LLC	councilbluffs@f45training.com	Council Bluffs, NE, United States	
7	F45 Maplewood Hills	Smuggler Holdings, LLC	maplewoodhills@f45training.com	Maplewood Hills, NE, United States	
8	F45 La Vista NE	Smuggler Holdings, LLC	lavistane@f45training.com	La Vista, NE, United States	
	Nevada				
1	F45 Centennial Hills	The Big RawR LLC	centennialhills@f45training.com	7080 N Durango Dr, Las Vegas, NV 89149, USA	
2	F45 Reno Central	Camp Fitness LLC	renocentral@f45training.com	2000 Harvard Way, Reno, NV 89502, USA	
3	F45 Henderson West	BJH Fitness, LLC	hendersonwest@f45training.com	9995 S Eastern Ave, Las Vegas, NV 89183, USA	
4	F45 Bard	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Bard, NV	Termination by mutual agreement - 10/2023
5	F45 Summerlin West	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Summerlin West, NV	Termination by mutual agreement - 10/2023
6	F45 Valley West	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Valley West, NV	Termination by mutual agreement - 10/2023
7	F45 Romano Ridge	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Romano Ridge, NV	Termination by mutual agreement - 10/2023
8	F45 Reno Summit	Balanced Health & Fitness LLC	renosummit@f45training.com	Reno, NV	Terminated By Mutual Agreement - 04/2023
	New Hampshire				
1	F45 Dartmouth College	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Dartmouth College, NH	Termination by mutual agreement - 10/2023
2	F45 Northwest Nashua	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Northwest Nashua, NH	Termination by mutual agreement - 10/2023
3	F45 Noyes Terrace	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Noyes Terrace, NH	Termination by mutual agreement - 10/2023
	New Jersey				
1	F45 Bogota	LRF Investments Bogota, LLC	bogota@f45training.com	1000 W Fort Lee Rd, Bogota, NJ 07603, USA	
2	F45 South Troy Hills	LRF Investments, LLC	southtroyhills@f45training.com	South Troy Hills, United States	

3	F45 Ridgewood	LRF Investments, LLC	ridgewood@f45training.com	Ridgewood, United States	
4	F45 Marlboro NJ	Brian Hart	marlboronj@f45training.com	Marlboro NJ, United States	
5	F45 Lawrence	Robert Thompson	lawrence@f45training.com	Lawrence, United States	
6	F45 Princeton NJ	Robert Thompson	princetonnj@f45training.com	Princeton NJ, United States	
7	F45 Yardville Heights	Robert Thompson	yardvilleheights@f45training.com	Yardville Heights, United States	
8	F45 Manalapan	Brian Hart	manalapan@f45training.com	100 US-9, Manalapan Township, NJ 07726, USA	
9	F45 Cedar Grove NJ	Club Franchise Group LLC	cedargrovenj@f45training.com	Cedar Grove NJ, United States	
10	F45 Mountain View NJ	Club Franchise Group LLC	mountainviewnj@f45training.com	150-152 Mountainview Blvd, Wayne, New Jersey 07470, USA	
11	F45 Hillside NJ	Club Franchise Group LLC	hillsidenj@f45training.com	Hillside NJ, United States	
12	F45 Madison East NJ	Club Franchise Group LLC	madisoneastnj@f45training.com	Madison East NJ, United States	
13	F45 Waldwick-Allendale	Club Franchise Group LLC	waldwick-allendale@f45training.com	Waldwick-Allendale, United States	
14	F45 Pleasant Valley	Club Franchise Group LLC	pleasantvalley@f45training.com	Pleasant Valley, United States	
15	F45 Mountainside NJ	Club Franchise Group LLC	mountainsidenj@f45training.com	Mountainside NJ, United States	
16	F45 Woodbridge NJ	Club Franchise Group LLC	woodbridgenj@f45training.com	Woodbridge NJ, United States	
17	F45 Ocean NJ	Club Sports Studios LLC	oceannj@f45training.com	Hoboken South, United States	
18	F45 Park Ridge	Club Sports Studios LLC	parkridge@f45training.com	Park Ridge, United States	
19	F45 Oradell	Club Sports Studios LLC	oradell@f45training.com	Oradell, United States	
20	F45 Branchburg	Club Sports Studios LLC	branchburg@f45training.com	3150 U.S. 22, Branchburg, NJ 08876, USA	Opened 01/2023
21	F45 Cherry Hill	Club Sports Studios LLC	cherryhill@f45training.com	Cherry Hill, United States	
22	F45 Little Ferry	Club Sports Studios LLC	littleferry@f45training.com	Little Ferry, United States	
23	F45 Jackson NJ	Club Sports Studios LLC	jacksonnj@f45training.com	Jackson NJ, United States	
24	F45 Morristown	OGH Studio 7, LLC	morristown@f45training.com	5-9 South St, Morristown, NJ 07960, USA	Opened 01/2023
25	F45 Linden	Club Sports Studios LLC	linden@f45training.com	Linden, United States	
26	F45 Greentree	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Greentree, NJ	Termination by mutual agreement - 10/2023
27	F45 North Stelton	Hillcrest Health LLC	accounts@hillcresthealthllc.com	North Stelton, NJ	Termination by mutual agreement - 10/2023
28	F45 Three Bridges	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Three Bridges, NJ	Termination by mutual agreement - 10/2023
	New York				
1	F45 Clinton Hill West	Sean E. Marshall	clintonhillwest@f45training.com	Clinton Hill West, United States	
2	F45 Farmingdale	159 West First Street Management, LLC	farmingdale@f45training.com	148 S Front St, Farmingdale, NY 11735, USA	
3	F45 Northport NY	MJ Fitness, LLC	northportny@f45training.com	240 Fort Salonga Rd, Northport, NY 11768, USA	
4	F45 Seaford NY	RFITNESS INC.	seafordny@f45training.com	Seaford NY, United States	

5	F45 Carle Place	RFITNESS INC	carleplace@f45training.com	216 Glen Cove Rd, Carle Place, NY 11514	Opened 05/2023
6	F45 Garden City NY	RFITNESS INC	gardencityny@f45training.com	Garden City NY, United States	
7	F45 Park and E 79th	HIIT #1, LLC	parkande79th@f45training.com	330 E 59th St, New York, NY 10022	
8	F45 86th Street	CatMar Midtown LLC	86thstreet@f45training.com	East Hamburg, United States	
9	F45 Astoria NY	Club Sports Studios LLC	astoriany@f45training.com	Astoria NY, United States	
10	F45 Astoria West	Club Sports Studios LLC	astoriawest@f45training.com	Astoria West, United States	
11	F45 Astoria East	Club Sports Studios LLC	astoriaeast@f45training.com	Astoria East, United States	
12	F45 Astoria Park	Club Sports Studios LLC	astoriapark@f45training.com	Astoria Park, United States	
13	F45 Steinway Creek	Club Sports Studios LLC	steinwaycreek@f45training.com	Steinway Creek, United States	
14	F45 Murray Hill South	Club Sports Studios LLC	murrayhillsouth@f45training.com	Murray Hill South, United States	
15	F45 Thomaston	Club Sports Studios LLC	thomaston@f45training.com	Thomaston, United States	
16	F45 Tribeca	Club Sports Studios LLC	tribeca@f45training.com	Tribeca South, United States	
17	F45 Washington Square North	Club Sports Studios LLC	washingtonsquarenorth@f45training.com	Washington Square North, United States	
18	F45 Penn Station	Club Sports Studios LLC	pennstation@f45training.com	Penn Station, United States	
19	F45 West 72nd Street	Club Sports Studios LLC	west72ndstreet@f45training.com	West 72nd Street, United States	
20	F45 Soho NYC	Club Sports Studios LLC	sohonyc@f45training.com	Soho NYC, United States	
21	F45 South Slope	Club Sports Studios LLC	southslope@f45training.com	South Slope, United States	
22	F45 Sayville Heights	Club Sports Studios LLC	sayvilleheights@f45training.com	5185 Sunrise Highway, Sayville, NY 11716	
23	F45 Yorkville 2nd Ave North	Club Sports Studios LLC	yorkville2ndavenorth@f45training.com	Yorkville 2nd Ave North, United States	
24	F45 Yorkville 2nd Ave	Club Sports Studios LLC	yorkville2ndave@f45training.com	Yorkville 2nd Ave, United States	
25	F45 Flower Hill	Club Sports Studios LLC	flowerhill@f45training.com	Flower Hill, United States	
26	F45 Roslyn Estates	Club Sports Studios LLC	roslynestates@f45training.com	Roslyn Estates, United States	
27	F45 Bleecker St	Club Sports Studios LLC	bleeckerst@f45training.com	Bleecker St, United States	
28	F45 Selden	Club Sports Studios LLC	selden@f45training.com	345 Independence Plaza, Selden, NY 11784, USA	
29	F45 Oyster Bay	Club Sports Studios LLC	oysterbay@f45training.com	169 Pine Hollow Road, Oyster Bay, NY 11771	
30	F45 Oceanside NY	Club Sports Studios LLC	oceansideny@f45training.com	3133 Long Beach Road, Oceanside, NY 11572	
31	F45 Sunnyside NY	Peak Greek LLC	sunnysideny@f45training.com	39-11 Queens Blvd, Long Island City, NY 11104, USA	
32	F45 North New Hyde Park	Peak Greek LLC	northnewhydepark@f45training.com	North New Hyde Park, NY, USA	
33	F45 West 42nd NYC	Club Sports Studios LLC	west42ndnyc@f45training.com	West 42nd NYC, United States	
34	F45 Suffolk Plaza LI	Club Sports Studios LLC	suffolkplazali@f45training.com	4042-4088 Nesconset Highway, East Setauket New York 11733	
35	F45 Carmel NY	MKJ Broderick Enterprises LLC	carmelny@f45training.com	1866 Old Rte 6, Carmel Hamlet, NY 10512, USA	

36	F45 Bay Shore NY	Lift BayShore, LLC	bayshoreny@f45training.com	2 Smith Ave, Bay Shore, NY 11706, USA	
37	F45 Jericho NY	Club Sports Studios LLC	jerichony@f45training.com	Jericho NY, United States	
38	F45 200 Central Park South	Club Sports Studios LLC	200centralparksouth@f45training.com	200 Central Park South, United States	
39	F45 Nomad	Club Sports Studios LLC	nomad@f45training.com	33 East 33rd Street, New York, NY 10016, USA	Opened 07/2023
40	F45 Union Square NYC	Club Franchise Group LLC	unionsquarenyc@f45training.com	110 East 13th Street, New York, NY 10003, USA	
41	F45 Glenmont NY	R&R Gympire LLC	glenmontny@f45training.com	Glenmont, NY	Terminated by Mutual Agreement 11/2023
42	F45 Latham	R&R Gympire LLC	latham@f45training.com	Latham, NY	Terminated by Mutual Agreement 11/2023
43	F45 Niskayuna (NY)	R&R Gympire LLC	niskayunany@f45training.com	Niskayuna, NY	Terminated by Mutual Agreement 11/2023
	North Carolina				
1	F45 North Highpoint	Walkabout, LLC	northhighpoint@f45training.com	3805 Tinsley Drive, High Point, North Carolina, USA	Terminated by Mutual Agreement 09/2023
2	F45 Rivergate NC	Six Three Six, LLC	rivergatenc@f45training.com	Rivergate NC, United States	
3	F45 Ballantyne	Tricia Canon	ballantyne@f45training.com	7510 Pineville-Matthews Rd, Charlotte, NC 28226, USA	
4	F45 Leesville	KAAD, LLC	belvederesquare@f45training.com	514 E Belvedere Ave, Baltimore, MD 21212, USA	
5	F45 Matthews NC	BFV Investments LLC	matthewsnc@f45training.com	1605 Galleria Blvd, Charlotte, NC 28270, USA	Opened 04/2023
6	F45 North Huntersville	TTWFO, Inc.	northhuntersville@f45training.com	15004 Village Crossing Road, Suite 600, Huntersville, NC 28078	Opened 05/2023
7	F45 Echo Farms	ROK Fit Ventures, LLC	echofarms@f45training.com	Echo Farms, United States	
8	F45 Murraysville	Scheu Holdings, LLC	whitehallterracesc@f45training.com	Murraysville, NC	Terminated by Mutual Agreement 10/2023
9	F45 Echo Farms	Hillcrest Health, LLC	echofarms@f45training.com	Echo Farms, United States	
	Ohio				
1	F45 Chagrin Falls	Stinky Fitness LLC	chagrinfalls@f45training.com	33760 Bainbridge Rd, Solon, OH 44139, USA	
2	F45 Milo	FHC Fitness, LLC	milo@f45training.com	Milo, United States	
3	F45 Grandview Heights	FHC Fitness, LLC	grandviewheights@f45training.com	Grandview Heights, United States	
4	F45 Franklin Park	Artemas Herzog	franklinpark@f45training.com	4204 W Sylvania Ave, Toledo, OH 43623, USA	Opened 05/2023
5	F45 Downtown Cleveland	TKAL LLC	downtowncleveland@f45training.com	510 Superior Ave, Cleveland, OH 44114, USA	Opened 07/2023

6	F45 West Chester OH	Hillcrest Health, LLC	westchesteroh@f45training.com	West Chester, OH	Terminated by Mutual Agreement 10/2023
7	F45 Brunswick OH	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Brunswick, OH	Termination by mutual
8	F45 Canal Winchester	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Canal Winchester, OH	Termination by mutual
9	F45 Cudell	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Cudell, OH	Termination by mutual
10	F45 Deerfield OH	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Deerfield, OH	Termination by mutual
11	F45 Gahanna North	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Gahanna North, OH	Termination by mutual
12	F45 Hillard South	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Hillard South, OH	Termination by mutual
13	F45 Loveland	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Loveland, OH	Termination by mutual
14	F45 Metz	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Metz, OH	Termination by mutual
15	F45 North Olmstead East	Hillcrest Health LLC	accounts@hillcresthealthllc.com	North Olmstead East, OH	Termination by mutual
16	F45 Rossford	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Rossford, OH	Termination by mutual
17	SF45 haker Heights	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Shaker Heights, OH	Termination by mutual
18	F45 Twinsburg	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Twinsburg, OH	Termination by mutual
19	F45 Wallhaven	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Wallhaven, OH	Termination by mutual
20	F45 Wetherby Homes	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Wetherby Homes, OH	Termination by mutual
	Oklahoma				
1	F45 Moore OK	Smuggler Op Moore, LLC	mooreok@f45training.com	Moore OK, United States	
2	F45 Norman OK	Smuggler Op Norman, LLC	normanok@f45training.com	1424 24th Ave NW, Norman, OK 73069, USA	
3	F45 Owasso	Smuggler Holdings, LLC	owasso@f45training.com	Owasso, OK, United States	
4	F45 Saddlebrook	Smuggler Holdings, LLC	saddlebrook@f45training.com	Saddlebrook, OK, United States	
5	F45 Waterloo OK	Smuggler Holdings, LLC	waterloook@f45training.com	Waterloo, OK, United States	
6	F45 Jenks	Smuggler Holdings, LLC	jenks@f45training.com	Jenks, OK, United States	
7	F45 Braeswood	Smuggler Holdings, LLC	braeswood@f45training.com	Braeswood, OK, United States	
8	F45 Broken Arrow North	Smuggler Holdings, LLC	brokenarrownorth@f45training.com	Broken Arrow North, OK, United States	
	Oregon				
1	F45 Northwest District OR	Brian Kirk	northwestdistrictor@f45training.com	Northwest District OR, United States	
2	F45 Raleigh Hills	Alexander Horncliff	raleighhills@f45training.com	4775 SW 77th Ave, Portland, OR 97225, USA	Opened 05/2023
3	F45 North Albany	Constant Hustle, LLC	northalbany@f45training.com	617 NW Hickory St suite 180, Albany, Oregon 97321, USA	Opened 05/2023
	Pennsylvania				
1	F45 Chadds Ford	WHY FIT CHADDS FORD, a separate series of WHY FIT, LLC	chaddsford@f45training.com	Chadds Ford, United States	
2	F45 King of Prussia	WHY FIT KING OF PRUSSIA, a separate series of WHY FIT, LLC	kingofprussia@f45training.com	King of Prussia, United States	

3	F45 West Chester	WHY FIT WEST CHESTER, a separate series of WHY FIT, LLC	westchester@f45training.com	706 E Market St, West Chester, PA 19382, USA	
4	F45 Collegeville	WHY FIT COLLEGEVILLE, a separate series of WHY FIT, LLC	collegeville@f45training.com	Collegeville, United States	
5	F45 Newtown Square	WHY FIT NEWTOWN SQUARE, a separate series of WHY FIT, LLC	newtownsquare@f45training.com	Newtown Square, United States	
6	F45 Wyomissing	WHY FIT WEST READING, a separate series of WHY FIT, LLC	wyomissing@f45training.com	Wyomissing, United States	
7	F45 Blue Bell	WHY FIT BLUE BELL, a separate series of WHY FIT, LLC	bluebell@f45training.com	Blue Bell, United States	
8	F45 Doylestown	WHY FIT DOYLESTOWN, a separate series of WHY FIT, LLC	doylestown@f45training.com	Doylestown, United States	
9	F45 Lionville	WHY FIT EXTON, a separate series of WHY FIT, LLC	lionville@f45training.com	Lionville, PA, United States	Opened 03/2023
10	F45 Conshohocken	WHY FIT CONSHOHOCKEN, a separate series of WHY FIT, LLC	conshohocken@f45training.com	Conshohocken, United States	
11	F45 Furlong PA	Shavonne Boyle	furlongpa@f45training.com	Furlong PA, United States	
12	F45 Broomall	Club Sports Studios LLC	broomall@f45training.com	1991 Sproul Rd #42a, Broomall, Pennsylvania 19008, USA	
13	F45 South Hills	Kat Margonari Fitness LLC	southhills@f45training.com	Village Square Mall, Pittsburgh, PA 15241, USA	
14	F45 Washington Square PHL	OGH Studio 5, LLC	washingtonsquarephl@f45training.com	1013 Chestnut St, Philadelphia, PA 19107, USA	Opened 01/2023
15	F45 South St Philadelphia	OGH Studio 6, LLC	southstphiladelphia@f45training.com	1430 South St, Philadelphia, PA 19146, USA	Opened 01/2023
16	F45 Eden Lancaster	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Eden Lancaster, PA	Termination by mutual agreement - 10/2023
17	F45 Monroeville PA	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Monroeville, PA	Termination by mutual agreement - 10/2023
	Rhode Island				
1	F45 North Kingstown	DEDHAM MUSCLES LLC	dedham@f45training.com	700 Washington St, Dedham, MA 02026, USA	Opened 05/2023

2	F45 Blackstone	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Blackstone, RI	Termination by mutual agreement - 10/2023
	South Carolina				
1	F45 Greenville SC	Warren Urquhart	greenvillesc@f45training.com	Greenville SC, United States	
2	F45 Fort Mill	HD2 Fitness LLC	fortmill@f45training.com	1504 Carolina Pl, Fort Mill, SC 29708, USA	Opened 06/2023
3	F45 Hilton Head Island	Hilltop Health, LLC	hiltonheadisland@f45training.com	50 Shelter Cove Ln, Hilton Head Island, SC 29928, USA	Opened 04/2023
4	F45 Whitehall Terrace	Scheu Holdings LLC	whitehallterracesc@f45training.com	Whitehall Terrace, SC, United States	Terminated by Mutual Agreement 10/2023
5	F45 Park Circle North Charleston	Scheu Holdings LLC	parkcirclenorthcharlestonsc@f45training.com	Park Circle North Charleston, SC, United States	Terminated by Mutual Agreement 10/2023
6	F45 Greenville	Scheu Holdings LLC	greenvillesc@f45training.com	Greenville SC, United States	Terminated by Mutual Agreement 10/2023
7	F45 Blufton	Scheu Holdings LLC	bluftonsc@f45training.com	Blufton, SC, United States	Terminated by Mutual Agreement 10/2023
8	F45 Myrtle Beach	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Myrtle Beach, SC	Termination by mutual agreement - 10/2023
9	F45 Daniel Island	R&R Gympire LLC	danielisland@f45training.com	Daniel Island, SC	Terminated by Mutual Agreement 11/2023
10	F45 James Island Creek	R&R Gympire LLC	jamesislandcreek@f45training.com	James Island Creek, SC	Terminated by Mutual Agreement 11/2023
	Tennessee				
1	F45 Knoxville CBD	Warren Urquhart	knoxvillecbd@f45training.com	Knoxville CBD, United States	
2	F45 Old City Knoxville TN	Warren Urquhart	oldcityknoxvilletn@f45training.com	Old City Knoxville TN, United States	
3	F45 Knoxville North	Michal I Burnstein	knoxvillenorth@f45training.com	Knoxville North, United States	
4	F45 Belle Meade	HyperFocus Opco 3, LLC	bellemeade@f45training.com	73 White Bridge Rd, Nashville, TN 37205, USA	Opened 01/2023
5	F45 New Hopewell	Complete Wellness Solutions	newhopewell@f45training.com	New Hopewell, United States	
6	F45 Hermitage	Blue Metric Fitness, LLC	hermitage@f45training.com	4644 Lebanon Pike, Hermitage, TN 37076, USA	
7	F45 Northshore TN	F45 Northshore LLC	northshoretn@f45training.com	119 North Market Street, Chattanooga, TN 37405, USA	Opened 02/2023
9	F45 South Brentwood	Scheu Holdings LLC	southbrentwood@f45training.com	South Brentwood, TN, United States	Terminated by Mutual Agreement 10/2023
10	F45 Wrencoe TN	Dylan Smith	wrencoetn@f45training.com	120 Oil Park Dr, Carrollton, GA 30117, USA	
11	F45 Burkee Field	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Burkee Field, TN	Termination by mutual agreement - 10/2023

12	F45 De Soto Vllage	Hillcrest Health LLC	accounts@hillcresthealthllc.com	De Soto Vllage, TN	Termination by mutual agreement - 10/2023
13	F45 University District Tennessee	Hillcrest Health LLC	accounts@hillcresthealthllc.com	University District, TN	Termination by mutual agreement - 10/2023
14	F45 Chattanooga Downtown	R&R Gympire LLC	chattanoogadowntown@f45training.com	Chattanooga Downtown, TN	Terminated by Mutual Agreement 11/2023
15	F45 East Brainerd	R&R Gympire LLC	eastbrainerd@f45training.com	East Brainerd, TN	Terminated by Mutual Agreement 11/2023
16	F45 Hermitage Woods	R&R Gympire LLC	hermitagewoods@f45training.com	Hermitage Woods, TN	Terminated by Mutual Agreement 11/2023
17	F45 Turkey Creek	R&R Gympire LLC	turkeycreek@f45training.com	Turkey Creek, TN	Terminated by Mutual Agreement 11/2023
18	F45 Harrison TN	R&R Gympire LLC	harrisontn@f45training.com	Harrison, TN	Terminated by Mutual Agreement 11/2023
19	F45 Murfreesboro	Hyperfocus, LLC	murfreesboro@f45training.com	Murfreesboro, TN, United States	
	Texas				
1	F45 White Rock East	Personal Lifestyle Changes Inc	whiterockeast@f45training.com	718 N Buckner Blvd, Dallas, TX 75218, USA	
2	F45 CyFair West	CSS Fairfield LLC	cyfairwest@f45training.com	27230 U.S. 290 suite 100, Cypress, TX 77433, USA	Opened 02/2023
3	F45 Trinity Valley Marketplace	Las Colinas FitCo, LLC	trinityvalleymarketplace@f45training.com	Trinity Valley Marketplace, United States	
4	F45 Stone Oak San Antonio	Robert Markum	stoneoaksanantonio@f45training.com	18700 Stone Oak Pkwy, San Antonio, TX 78258, USA	
5	F45 Aubrey	Jason Wood	aubrey@f45training.com	Aubrey, United States	Terminated by Mutual Agreement 09/2023
6	F45 Pearland East	KCC Financial Inc	pearlandeast@f45training.com	Pearland East, United States	
7	F45 West Amarillo	Grove Effect, LLC	westamarillo@f45training.com	4514 First United Dr, Amarillo, TX 79119, USA	Opened 04/2023
8	F45 Westover TX	Five Fitness Management, LLC	westovertx@f45training.com	Westover TX, United States	
9	F45 Elm Valley	Five Fitness Management, LLC	elmvalley@f45training.com	Elm Valley, United States	
10	F45 Alamo Heights	Five Fitness Management, LLC	alamoheights@f45training.com	Alamo Heights, United States	
11	F45 Huebner Oaks	Five Fitness Management, LLC	huebneroaks@f45training.com	Huebner Oaks, United States	
12	F45 Shary	Five Fitness Management, LLC	shary@f45training.com	Shary, United States	
13	F45 Keller	Renewfit Holdings LLC	keller@f45training.com	Keller, United States	
14	F45 Coppell	Renewfit Holdings LLC	coppell@f45training.com	Coppell, United States	
15	F45 Moselle West	Renewfit Holdings LLC	mosellewest@f45training.com	Moselle West, United States	

16	F45 Mansfield TX, TX	Alpine Fitness Management LLC	mansfieldtx@f45training.com	3030 E Broad St, Mansfield, TX 76063, USA	Opened 03/2023
17	F45 Georgetown TX	Live Fit Austin LLC	georgetowntx@f45training.com	900 N Austin Ave, Georgetown, TX 78626, USA	Opened 05/2023
18	F45 Leander East	Live Fit Austin LLC	leandereast@f45training.com	9101 West State HWY 29, Unit 105, Liberty Hill, Texas	Opened 01/2023
19	F45 East Austin	Live Fit Austin LLC	eastaustin@f45training.com	400 Comal St, Austin, TX 78702, USA	
20	F45 Afton Oaks	Club Franchise Group LLC	aftonoaks@f45training.com	Afton Oaks, United States	
21	F45 East Murphy	Club Franchise Group LLC	eastmurphy@f45training.com	East Murphy, United States	
22	F45 McKinney Central	Club Franchise Group LLC	mckinneycentral@f45training.com	McKinney Central, United States	
23	F45 Cinco Ranch Katy	Club Franchise Group LLC	cincoranchkaty@f45training.com	Cinco Ranch Katy, United States	
24	F45 Overland Trail Park	Slick Chick Fitness, L.L.C	collincreek@f45training.com	721 North Central Expressway suite 404, Plano, TX 75075, USA	Opened 02/2023
25	F45 Inwood	Club Franchise Group LLC	inwood@f45training.com	Inwood, United States	
26	F45 Klein	Club Franchise Group LLC	klein@f45training.com	7202 North Grand Parkway, Spring, TX, USA	Opened 01/2023
27	F45 The Village Dallas	Club Franchise Group LLC	thevillagedallas@f45training.com	The Village Dallas, United States	
28	F45 Pecan Grove	Club Franchise Group LLC	pecangrove@f45training.com	Pecan Grove, United States	
29	F45 East League City	Club Franchise Group LLC	eastleaguecity@f45training.com	2875 East League City Parkway, League City, Texas 77573, USA	
30	F45 Apple Valley East	Club Franchise Group LLC	applevalleyeast@f45training.com	15748 Emperor Avenue, Apple Valley, Minnesota, 55124	
31	F45 Denton	Club Franchise Group LLC	denton@f45training.com	Denton, TX, United States	
32	F45 South Hunters Creek Village	Club Franchise Group LLC	southhunterscreekvillage@f45training.com	South Hunters Creek Village, United States	
33	F45 Valley Ranch	Club Franchise Group LLC	valleyranch@f45training.com	Valley Ranch, United States	
34	F45 Stuebner Airline	Club Franchise Group LLC	stuebnerairline@f45training.com	Vintage Park TX, United States	
35	F45 Chevy Chase West	Club Franchise Group LLC	chevychasewest@f45training.com	Chevy Chase West, United States	
36	F45 Sunset Valley	B&B Fitness, LLC	sunsetsalley@f45training.com	Sunset Valley, United States	
37	F45 Bouchard	Club Sports Studios LLC	bouchard@f45training.com	Bouchard, United States	
38	F45 Meadowview TX	Club Sports Studios	meadowviewtx@f45training.com	Meadowview TX, United States	
39	F45 Knox Park	Club Sports Studios LLC	knoxpark@f45training.com	Knox Park, United States	
40	F45 Mark Twain Park	Club Sports Studios LLC	marktwainpark@f45training.com	Mark Twain Park, United States	
41	F45 Indian Springs TX	Club Sports Studios LLC	indianspringstx@f45training.com	Indian Springs TX, United States	
42	F45 Panther Creek	Club Sports Studios LLC	panthercreek@f45training.com	Panther Creek, United States	
43	F45 Montrose TX	Club Sports Studios LLC	montrosetx@f45training.com	Montrose TX, United States	
44	F45 East Hyde Park TX	Club Sports Studios LLC	easthydeparktx@f45training.com	East Hyde Park TX, United States	
45	F45 Forth Ward	Club Sports Studios LLC	forthward@f45training.com	Forth Ward, United States	
46	F45 Penn's Landing	Club Sports Studios LLC	newcaney@f45training.com	22118 Market Place Drive, New Caney, Texas 77357, USA	Opened 01/2023
47	F45 Yorktown Colony	Club Sports Studios LLC	yorktowncolony@f45training.com	Yorktown Colony, United States	

48	F45 Tomball North	Club Sports Studios LLC	tomballnorth@f45training.com	Tomball North, United States	
49	F45 Kitty Hollow Park	Club Sports Studios LLC	kittyhollowpark@f45training.com	Kitty Hollow Park, United States	
50	F45 Cypress Village	Club Sports Studios LLC	cypressvillage@f45training.com	Cypress Village, United States	
51	F45 Rock Creek TX	Club Sports Studios LLC	rockcreektx@f45training.com	Rock Creek TX, United States	
52	F45 East Stagecoach	Woodforest Fitness, LLC	eaststagecoach@f45training.com	East Stagecoach, United States	
53	F45 Vinson East	B&B Fitness Pleasant Hill, LLC	vinsoneast@f45training.com	Leander, United States	
54	F45 Southpark Meadows	B&B Fitness Pleasant Hill, LLC	southparkmeadows@f45training.com	10001 S I-35 Frontage Rd, Austin, TX 78747, USA	Opened 01/2023
55	F45 Argyle	UpBuckUP, LLC	argyle@f45training.com	1234 FM 407 suite 400, Northlake, TX 76226, USA	Opened 01/2023
56	F45 Roanoke	UpBuckUP, LLC	roanoke@f45training.com	Roanoke, United States	
57	F45 Fairmont Pkwy Pasadena	Club Sports Studios LLC	fairmontpkwypasadena@f45training.com	5679 Fairmont Parkway suite 1375, Pasadena, Texas 77505, USA	Opened 07/2023
58	F45 Sherman TX	Luke Carlson	shermantx@f45training.com	3811 N Hwy 75, Sherman, TX 75090, USA	Terminated by Mutual Agreement 09/2023
59	F45 Clear Lake Shores	Major Ironman Fitness, LLC	clearlakeshores@f45training.com	Clear Lake Shores, United States	
60	F45 Northcliff	Trisha Allmon	northcliff@f45training.com	Northcliff, United States	
61	F45 Cy-Fair East	Club Sports Studios LLC	cy-faireast@f45training.com	12020 FM 1960 Road West, Houston, TX	Opened 02/2023
62	F45 Kingwood	Club Sports Studios LLC	kingwood@f45training.com	Kingwood, United States	
64	F45 Baybrook	Club Sports Studios LLC	baybrook@f45training.com	19325 Gulf Freeway, Webster, TX 77598, USA	Opened 01/2023
65	F45 Chantilly Woods North	Storey Fitness LLC	chantillywoodsnorth@f45training.com	3301 Louetta Rd, Spring, TX 77388, USA	Opened 07/2023
66	F45 Hilton Downtown Austin	Austin Convention Enterprises, Inc.	hiltondowntownaustin@f45training.com	500 E 4th St, Austin, TX 78701, USA	Opened 01/2023
67	F45 South Lamar	Kevin Boucher	southlamar@f45training.com	1700 S Lamar Blvd, Austin, TX 78704, USA	
68	F45 Tanasbourne	Club Sports Studios, LLC	tanasbourne@f45training.com	Tanasbourne, United States	
69	F45 Mueller	Kevin Boucher	mueller@f45training.com	3800 N Lamar Blvd, Austin, TX 78756, USA	
70	F45 Round Rock Central	Cobalt Health and Nutrition, LLC	roundrockcentral@f45training.com	Round Rock, TX	
71	F45 Bardin Rd	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Bardin Rd, TX	Termination by mutual agreement - 10/2023
72	F45 Crowley TX	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Crowley, TX	Termination by mutual agreement - 10/2023
73	F45 East Fort Worth	Hillcrest Health LLC	accounts@hillcresthealthllc.com	East Fort Worth, TX	Termination by mutual agreement - 10/2023
74	F45 Florence Hill	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Florence Hill, TX	Termination by mutual agreement - 10/2023

75	F45 Heart O Texas Coliseum	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Heart O Texas Coliseum, TX	Termination by mutual agreement - 10/2023
76	F45 Kennedale	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Kennedale, TX	Termination by mutual agreement - 10/2023
77	F45 Killeen	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Killeen, TX	Termination by mutual agreement - 10/2023
78	F45 Lyndon Baines Johnson Park	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Lyndon Baines Johnson Park, TX	Termination by mutual agreement - 10/2023
79	F45 McKnight Park (Texas)	Hillcrest Health LLC	accounts@hillcresthealthllc.com	McKnight Park, TX	Termination by mutual agreement - 10/2023
80	F45 Morgans Point Resort	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Morgans Point Resort, TX	Termination by mutual agreement - 10/2023
81	F45 San Jacinto Place	Hillcrest Health LLC	accounts@hillcresthealthllc.com	San Jacinto Place, TX	Termination by mutual agreement - 10/2023
82	F45 Temple TX	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Temple, TX	Termination by mutual agreement - 10/2023
83	F45 Temple East	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Temple East, TX	Termination by mutual agreement - 10/2023
84	F45 Waco	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Waco, TX	Termination by mutual agreement - 10/2023
85	F45 Mueller	LabSoc, LLC	mueller@f45training.com	1201 Barbara Jordan Blvd, Austin, TX 78723, USA	Terminated by Mutual Agreement 02/2023
	Utah				
1	F45 Indian Hills	Stephen Ward	indianhills@f45training.com	Indian Hills, United States	
2	F45 Twin Peaks	Achieve Life Fitness Utah LLC	twinpeaks@f45training.com	1873 W Traverse Pkwy, Lehi, UT 84043, USA	
3	F45 Millcreek UT	Millcreek HIIT, LLC	millcreekut@f45training.com	Millcreek, UT, United States	Terminated by Mutual Agreement 06/2023
	Virginia				
1	F45 Cambridge USA	HH Massachusetts LLC	cambridgeusa@f45training.com	1500 Wilson Blvd, Arlington, VA 22209, USA	
2	F45 East Cambridge	HH West Falls Church, LLC	eastcambridge@f45training.com	930 W Broad St, Falls Church, VA 22046, USA	
3	F45 Clarendon	Mark Crick	clarendon@f45training.com	2500 Wilson Blvd, Arlington, VA, USA	
4	F45 McLean	Creeshfit, LLC	mclean@f45training.com	6252 Old Dominion Dr, McLean, VA 22101, USA	
5	F45 Hattontown	T&T Affinity Fitness, LLC	hattontown@f45training.com	Woodland Crossing Dr, Herndon, VA 20171, USA	
6	F45 Lansdowne	Sweat Shop LLC	lansdowne@f45training.com	19316 Town Green Drive, Leesburg, VA 20176, USA	Terminated by mutual agreement - 08/2023

7	F45 Ashburn East	Brian Brinson	ashburneast@f45training.com	20070 Ashbrook Commons Plaza, Ashburn, VA 20147, USA	
8	F45 North Fayette	Irish Properties of Florida, LLC	northfayette@f45training.com	Historic District, 9879 Liberia Ave, Manassas, VA 20110, USA	
9	F45 Burke VA	MaD Fitness Group, LLC	burkeva@f45training.com	5765 Burke Centre Parkway, Burke, VA, USA	
10	F45 Walhaven	MaD Fitness Group, LLC	walhaven@f45training.com	Walhaven, United States	
11	F45 Springfield VA	MaD Fitness Group, LLC	springfieldva@f45training.com	6364 Springfield Plaza, Springfield, VA 22150, USA	
12	F45 Greenbrier	KMEC Fitness, LLC	greenbrier@f45training.com	555 Belaire Ave, Chesapeake, VA 23320, USA	
13	F45 Stony Point	Dynamite Fitness, LLC	stonypoint@f45training.com	Stony Point, VA, United States	
14	F45 Town Center of VB	HX Enterprises, LLC	towncenterofvb@f45training.com	140 Central Park Ave, Virginia Beach, VA 23462, USA	
15	F45 Brandermill	Functional Fitness Huguenot LLC	brandermill@f45training.com	Brandermill, United States	
16	F45 Dulles	MaD Fitness Group, LLC	dulles@f45training.com	Dulles, VA, United States	
17	F45 Falls Church	MaD Fitness Group, LLC	fallschurch@f45training.com	Falls Church, VA, United States	
18	F45 Red Mill	D&D Fitness, LLC	redmill@f45training.com	2137 Upton Dr #326, Virginia Beach, VA 23454, USA	
19	F45 Lorton	BHD Ventures, LLC	lorton@f45training.com	9900 Power House Rd, Lorton, VA 22079, USA	
20	F45 West Charlottesville	Mark Crick	westcharlottesville@f45training.com	2075 Bond Street suite 165, Charlottesville, VA 22901, USA	
21	F45 Manchester RVA	Balance Gym Silver Spring, LLC	manchesterrva@f45training.com	41 E 4th St, Richmond, VA 23224, USA	
22	F45 Pohick Hills	Hillcrest Health LLC	accounts@hillcresthealthllc.com	Pohick Hills, VA	Termination by mutual agreement - 10/2023
	Washington				
1	F45 Bellevue	Club Sports Studios, LLC	bellevue@f45training.com	11130 NE 10th St, Bellevue, WA 98004, USA	Resold - 06/2022
2	F45 South Lake Union	Club Sports Studios, LLC	southlakeunion@f45training.com	1280 Harrison St, Seattle, WA 98109, USA	Resold - 06/2022
3	F45 Green Lake	Club Sports Studios, LLC	greenlake@f45training.com	Green Lake, United States	Resold - 06/2022
4	F45 University District	Club Sports Studios, LLC	universitydistrict@f45training.com	University District, United States	Resold - 06/2022
5	F45 Lower Queen Anne	Club Sports Studios, LLC	lowerqueenanne@f45training.com	Lower Queen Anne, United States	
6	F45 Mill Plain	Aspen Investment Solutions, LLC	millplain@f45training.com	Mill Plain, United States	
7	F45 Vancouver Central WAS	Aspen Investment Solutions, LLC	vancouvercentralwas@f45training.com	409 E Mill Plain Blvd, Vancouver, WA 98660, USA	
8	F45 Kingsgate	G&E Fitness, LLC	kingsgate@f45training.com	Kingsgate, United States	

	Wisconsin				
1	F45 Verona	BB Fitness Investments LLC	verona@f45training.com	Fitchburg, United States	
2	F45 Lake Wingra	BB Fitness Investments LLC	lakewingra@f45training.com	Lake Wingra, United States	

F-3: Former Franchisees

Former Franchisee Name	Former Franchisee Email	Former Franchisee Address	Reason For Exit
Alabama			
Gary Joseph Sinopoli Jr. (2 locations)	gjsinop10@yahoo.com	6215 Tattersall Blvd, Birmingham, AL 35242, USA	Resold
Extra Mile Ventures, LLC	kandawharton@gmail.com	1713 Montgomery Highway, Birmingham, AL, United States	Terminated by Franchisor
Arizona			
James Miles (5 locations)	jsb@jsb-ventures.com	Hightown Chandler, AZ	Resold
Joshua Adrian	revivingecho@gmail.com	East San Tan Valley, AZ	Terminated by Franchisor
Joshua Killeen	tellyourstory@storytellersglobal.com	Prescott Valley, AZ	Terminated by Franchisor
Plated Fitness, LLC	Ryan@platedprojects.com	1959 W Ray Rd, Chandler, AZ 85224, USA	Resold - 01/2023
Ryan M. Field	Ryan@platedprojects.com	6210 N 7th St, Phoenix, AZ 85012	Resold - 01/2023
GC White Inc.	gwhiteaz@gmail.com	Goodyear, AZ, USA	Resold
Arkansas			
WRW Fitness, LLC	maumelle@f45training.com	301 N SHACKLEFORD RD SUITE H2, LITTLE ROCK, AR 72211, USA	Resold
WRW Fitness, LLC	maumelle@f45training.com	13501 Crystal Hill Rd, North Little Rock, AR 72113, USA	Resold
California			
F45 Westside, LLC	venice@f45training.com	2321 Abbot Kinney Blvd. #102, Venice, Los Angeles, California, United States, 90291	Resold
GGS Training, LLC	santamonica@f45training.com	2000 Main St, Ste B, Santa Monica CA 90405	Resold
Ric Ruiz	ric.ruiz702@gmail.com	165 W Broadway, Anaheim, CA 92805, USA	Unresponsive for 10+ weeks
Chris Cash	Chriscash1400@gmail.com	3965 Pacific Coast Highway, Torrance, CA 90505, USA	Resold
CSS Westlake Village, LLC	westlakevillage@f45training.com	31230 Cedar Valley Dr, Westlake Village, CA 91362, USA	Resold 10/2023
Mitch Co Enterprises, LLC	redzemanek@gmail.com	820 Thousand Oaks Blvd, Thousand Oaks, CA 91360, USA	Resold 10/2023
Future Generation, LLC (4 locations)	Rick.Tigner@jfwmail.com	8898 Brooks Rd S, Windsor, CA 95492, USA	Resold 07/2023
Orange Country Fitness, Inc	Tamer10@msn.com	30251 Golden Lantern, Laguna Niguel, CA 92677, USA	Resold 03/2023

Weiss Enterprises LLC	weissfitness@gmail.com	555 San Mateo Ave, San Bruno, CA 94066, USA	Resold
Achieve Life Fitness RWC, LLC	spward@live.com	2065 Broadway, Redwood City, CA 94063, USA	Resold
Street I, LLC	mike_street_1@msn.com	1135 E Imperial Hwy, Placentia, CA 92870, USA	Resold
Knackered Fitness LLC (3 locations)	jhuls@f45training.com	1240 Tenth Avenue, San Diego, CA 92101, United States	Resold
Johnathan Washington	johngkwash@yahoo.com	Eagle Rock, CA	Terminated by Franchisor
Greg Gregorian	gdgregorian@gmail.com	Whitley Heights, CA	Terminated by Franchisor
Kurt Halvorson	Kurt.Halvorson@gmail.com	North Temecula, CA	Resold
Knackered Fitness LLC	northmissionviejo@f45training.com	27835 Santa Margarita Pkwy, Mission Viejo, CA 92691, USA	Resold
Future Generation, LLC	Rick.Tigner@jfwmail.com	3565 Industrial Drive, Santa Rosa, CA 95403	Resold 07/2023
DNA HIIT, LLC	mohamedtaziz@gmail.com	4310 W Riverside Dr, Burbank, CA 91505, USA	Resold
1253 Associates, LP	luke_hartelust22@hotmail.com	1255A University Ave, Hillcrest, San Diego, CA 92103, United States	Resold
ELC Group LLC	luke_hartelust22@hotmail.com	7743 Fay Ave, La Jolla, San Diego, CA, United States	Resold
HT SB LP	luke_hartelust22@hotmail.com	1038 Hermosa Ave, Hermosa Beach, CA 90254, USA	Resold
George You	georgeyou@gmail.com	13289 Black Mountain Rd, San Diego, CA 92129, USA	Resold
Rancho SM Fitness, LLC	George@ozsportsgroup.com	30451 Avenida de las Flores Suite B, Rancho Santa Margarita, CA, 92688	Terminated by Franchisor 10/2023
Colorado			
Gregory Contillo	greg@crystalriverpartners.com	10012 Commons St, Building C, Unit 250, Lone Tree, CO 80124, USA	Resold
Martin Health & Wellness LLC	saramweber11@gmail.com	900 S Hover St, Longmont, CO 80501, USA	Resold 10/2023
Kimberly Kauffman	Kime1117@gmail.com	5860 Barnes Rd, Colorado Springs, CO 80922, USA	Resold 02/2023
AAJL Fitness LLC (2 locations)	smikaelian@me.com	12245 Voyager Pkwy, suite 100, Colorado Springs, CO 80921, USA	Resold
BBFI Superior, LLC	buddyride6@mac.com	Superior, CO, USA	Terminated by Franchisor
Scott Reed	scottareed@gmail.com	Southpark, CO	Terminated by Franchisor

Brennen Erlenbach	erlen0706@gmail.com	Ponderosa Park, CO	Terminated by Franchisor
Tyrel Trainor	trainor.15@gmail.com	Elm, CO	Terminated by Franchisor
GETFITPAD INVESTMENTS LLC	cpadgettus@gmail.com	Westcreek, CO	Terminated by Mutual Agreement
Connecticut			
Pier Way Partners LLC	fairfieldusa@f45training.com	915-917 Post Road, Fairfield, CT 06824, United States	Resold
Norvegas LLC	southnorwalk@f45training.com	515 West Ave, Norwalk, CT 06850, USA	Resold
Stamvegas LLC	stamfordharborpoint@f45training.com	121 Towne St, Stamford, CT 06902, USA	Resold
District of Columbia			
Creeshfit, LLC	noma@f45training.com	200 K St NE, Washington, DC, USA	Resold
Florida			
Bonney Enterprises LLC	countrywalk@f45training.com	13751 SW 152nd St, Miami, FL 33177, USA	Terminated by Franchisor
EKM Fitness Brickell, LLC	brickell@f45training.com	923 Brickell Ave, Miami, FL 33131, USA	Terminated by Franchisor
Maurice Sloan	m.l.sloan01@gmail.com	Lake Magdalene, FL	Terminated by Franchisor
Travis Haywood	21eight23@gmail.com	Loxahatchee Groves, FL	Terminated by Franchisor
Matthew Joyce	Mattyjoyce24@gmail.com	4011 Tampa Rd, Oldsmar, FL 34677, USA	Resold 05/2023
J5 Fitness Corp.	adam@ibstci.com	8773 W Boynton Beach Blvd, Boynton Beach, FL 33472, USA	Resold 03/2023
J6 Fitness Corp.	adam@ibstci.com	8870 West Atlantic Avenue, Delray Beach, FL 33446, USA	Resold 03/2023
ACC Fitness, LLC	drphillips@f45training.com	7932 W Sand Lake Rd, Orlando, FL 32819, USA	Resold
Prairieville Functional Fitness, LLC	Geauxpontiff@icloud.com	Prairieville, LA	Resold
RJRFITNESS, LLC	Rthomas@trynorthpoint.com	13084 Narcoossee Rd, Orlando, FL 32832, USA	Resold
Functional Fitness of West Hartford LLC	laurenblansing@gmail.com	East Farmington Heighs, CT	Resold
Ryan Tuck	ryanjtuck95@gmail.com	777 N Orange Ave, Orlando, FL 32801, USA	Resold 02/2023

Lauren Lynn and Christopher Lynn	christopherlynn318@gmail.com	2930 Florida Ave S, Lakeland, FL 33803, USA	Resold
A. T. Walker Health and Fitness Incorporated	andreetwalker@gmail.com	12705 S Dixie Hwy, Miami, FL 33156, USA	
Donte Jones	Donte.jones24pro@gmail.com	Buckingham West, FL	Terminated by Franchisor
Casey Robison	cmrobison17@yahoo.com	Gillette, FL	Terminated by Franchisor
One Precent Fitness LLC (2 locations)	christopherlynn318@gmail.com	27709 State Rd 56, Wesley Chapel, FL 33543, USA	Resold 11/2023
Georgia			
Charrod Taylor	6rodtaylor@gmail.com	Fair Oaks, GA	Terminated by Mutual Agreement
Idaho			
Roman Enterprises, LLC	southeagle@f45training.com	2794 S Eagle Rd, Ste 130 Eagle, ID 83616	Resold
Illinois			
Sacafit, LLC	lisle@f45training.com	6462-6462 College Road, Lisle, Il 60532	Resold
Louisiana			
Southdowns Functional Fitness, LLC	citysquarebatonrouge@f45training.com	9730 Bluebonnet Blvd, Baton Rouge, LA 70810, USA	Resold 02/2023
Rahul R. Patel	prien@f45training.com	Prien, LA	Resold
Maryland			
BWW Fitness Bethesda LLC	bethesda@f45training.com	4800 Auburn Ave, Bethesda, MD 20814, United States	Resold
Michigan			
Functional Management Group Inc.	rockford@f45training.com	191 Marcell Dr NE, Rockford, MI 49341, USA	Closed studio
D3 Wellness Group LLC	isabeldrone@gmail.com	33019 Grand River Ave, Farmington, MI 48336, USA	Terminated by Mutual Agreement
Missouri			

Fit 4 Wentzville LLC	wentzville@f45training.com	1305 Lodora Dr, Wentzville, MO 63385, USA	Resold 10/2023
The Funky Bunch Incorporated	beauhouse@msn.com	11735 Manchester Rd, Des Peres, MO 63131, USA	Resold 01/2023
Funky Bunch Fenton LLC	jraelauth@msn.com	70 Fenton Plaza, Fenton, MO 63026, USA	Resold 01/2023
Nevada			
Mario Mitchell	mario.mitchell8291@gmail.com	Flamingo Heights, Nevada	Terminated by Mutual Agreement
New Jersey			
Opulent International Pty Ltd.	Jmccreary@f45training.com.au	Morristown, NJ	Terminated by Mutual Agreement
Arpit Patel	shubhumbrellallc@gmail.com	2246 US-130, North Brunswick Township, NJ 08902, USA	Resold 09/2023
Functional Fitness LLC	cranford@f45training.com	123 N Union Ave, Cranford, NJ 07016, USA	Resold 01/2023
New York			
CKE Fitness Corporation	Georgemanessis@gmail.com	509 Boston Post Rd, Port Chester, NY 10573	Resold
BEAL 1 FITNESS Inc	jtransman@gmail.com	1161 Old Country Rd, Plainview, NY 11803, USA	Resold
BEAL 2 FITNESS Inc	jtransman@gmail.com	560 Walt Whitman Rd, Melville, NY 11747, USA	Resold
Blue Giant Fitness, LLC	scottbrothman@gmail.com	2218 Jackson Ave, Long Island City, NY 11101, USA	Resold
Becker Fitness LLC	bpbecker129@gmail.com	East Hamburg, NY, United States	Resold
Infinite Performance LLC	cferoleto@f45training.com	Pittsford, NY, United States	Resold
North Carolina			
ForFoxFit LLC (2 locations)	forfoxfit@gmail.com	9930 Travertine Trail, Davidson, NC 28036	Resold
Blue Camel, LLC	downtownraleigh@f45training.com	207 W Davie St, Raleigh, NC 27601, USA	Resold 04/2023
PB&J Fitness Holdings LLC	pheffring@gmail.com	7901 Falls of Neuse Rd, Raleigh, NC 27615, USA	Resold 01/2023
FBF & F LLC (2 locations)	jeff@fitnessbyfronk.com	221 Hilliard Forest Drive, Cary, NC 27519	Resold
Ohio			
RSI Fitness LLC	celina@f45training.com	1107 North Main Street, Celina, OH 45822, United States	Closed

LPA Fitness LLC	dublin@f45training.com	6585 Dublin Center Drive, Dublin, Ohio 43017, United States	Closed
Hermillian Fit, LLC	piqua@f45training.com	987 East Ash Street, Piqua, Ohio, United States	Closed
Stinky Fitness LLC	beachwood@f45training.com	24000 Mercantile Rd, Beachwood, OH 44122, USA	Closed
SmartStreet Fitness LLC	jtmetzger@gmail.com	Hyde Park, Ohio, United States	Terminated by Franchisor
Pennsylvania			
Christopher Stone	paoli@f45training.com	24-26 W Lancaster Ave, Paoli, PA 19301, USA	Resold 02/2023
Atlantic Fitness Ventures, LLC	bpepstein@hotmail.com	1650 Limekiln Pike, Dresher, PA 19025, USA	Resold 06/2023
Yabadabadoo Ivyland LLC,	moesbenzo@aol.com	926 2nd Street Pike, Richboro, PA 18954, USA	Resold
Yabadabadoo LLC	moesbenzo@aol.com	936 Lancaster Ave, Bryn Mawr, PA 19010, USA	Resold
IBID LLC	chaz123@gmail.com	640 Cowpath Rd, Lansdale, PA 19446, USA	Resold
South Carolina			
David Joseph Enders	fortmill@f45training.com	Fort Mill, SC	Resold
Emmanuel Vasquez	emmanuel2884@gmail.com	Morningside, SC	Terminated by Mutual Agreement
Tennessee			
Noel A. Zoeller	mtjuliet@f45training.com	2014 Providence Parkway, Mt. Juliet, TN 37122, USA	Resold - 04/2023
Leanne Leeming	hermitage@f45training.com	4644 Lebanon Pike, Hermitage, TN 37076, USA	Resold
I Stock Fitness LLC	germantown@f45training.com	7850 Poplar Avenue Suite 20	Resold - 06/2023
Texas			
Core Ashe	lakesofbellaterra@f45training.com	1803 First Oaks St, Richmond, TX 77406, USA	Resold
808 Fitness, LLC	roundrockcentral@f45training.com	3200 Greenlawn Blvd, Suite 130, Round Rock, TX 78664	Terminated by Franchisor
Jeremy Cervantes	manor@f45training.com	Manor, TX	Terminated by Mutual Agreement

Pamletics, LLC	leonsprings@f45training.com	22015 IH 10 W San Antonio Texas 78257	Terminated by Franchisor
Industrial Management, LLC	lakejackson@f45training.com	120 Circle Way St, Lake Jackson, TX 77566	Terminated by Franchisor
Houston Strong Fitness, LLC	eadohouston@f45training.com	1110 Hutchins Street, Ste 101, Houston, TX 77003	Nonrenewal
Shyam Patel (2 locations)	sunnypatel3785@gmail.com	10001 S I-35 Frontage Rd, Austin, TX 78747, USA	Resold
Willow Park Fit LLC	bryan.causey@yahoo.com	229 Shops Blvd, Willow Park, TX 76087, USA	Resold 11/2023
Fort Worth Fit, LLC	bryan.causey@yahoo.com	5912 Convair Dr, Ste. B300 Fort Worth, TX 76109, USA	Resold 11/2023
A & J Vee, LLC	jkrunk92@gmail.com	1904 Texas Ave South College Station, TX 77840	Resold 09/2023
Kloiber Fit TX LLC	bkloiber@f45training.com	3220 Amy Donovan Plaza, #124 Austin, TX 78758, USA	Resold 08/2023
Be Better Fitness, LLC (2 locations)	kellie.solis@gmail.com	8031 W University Dr, McKinney, TX 75071, USA	Resold 05/2023
Renegade Athletics, LLC	Haroon.saleemi@gmail.com	8061 Walnut Hill Lane, Suite 912, Dallas, TX 75231	Resold 03/2023
EB Fitness Group LLC	anthonymichelhajjar@gmail.com	East Stagecoach, United States	Resold 02/2023
Victor Manuel Favela	vfavela@hotmail.com	3624 Farm to Market 2920, Spring, TX 77388, USA	Resold 03/2023
KCC Financial Inc.	Brcarlson82@gmail.com	1501 W. Parkwood Suite #107 Friendswood, Texas 77546	Resold
ROAM Fitness, LLC	murphytexas11@gmail.com	2600 Travis St, Houston, TX 77006, USA	Resold
Terry Yeung	Tyeung18@gmail.com	2900 Canton St, Dallas, TX 75226, USA	Resold
JK123 Fitness Addison LLC	jviel1104@yahoo.com	8031 W University Dr, McKinney, TX 75071, USA	Resold
KAMCE III LLC	ensley617@gmail.com	5813 Preston Road, Plano, Texas 75093, United States	Resold
JK123 Fitness Allen LLC	jviel1104@yahoo.com	200 Town Place Fairview, Texas 75069	Resold
College Park Fitness LLC	vfavela@hotmail.com	3091 College Park Dr #160, The Woodlands, TX 77384	Resold
Magnolia Fitness LLC	vfavela@hotmail.com	5417 Farm to Market Rd 1488, The Woodlands, TX 77354, United States	Resold
HudsonFit, LLC	huddy9370@gmail.com	5855 Preston rd Frisco, TX 75034	Resold
David Giffin (2 locations)	Davidgiffin@att.net	2230 Lone Star Dr, Sugar Land, TX 77479, USA	Resold
Justin Hall (3 locations)	jhall4004@gmail.com	12754 Grant Rd. Cypress, TX 77429	Resold

Fitnomics HOU 1, LLC	jerrod@summers-7.com	7925 Katy Fwy, Houston, TX 77024, USA	Resold
Indo-tech Inc.	prasad@potluris.net	1001 E Hebron Pkwy, Carrollton, TX 75010, USA	Resold
Flower Mound FitCo LLC	reena@sequoiahosp.com	1900 Long Prairie Rd Ste 124 Flower Mound, TX 75022	Resold
FitDC LLC	kevin.cunningham@dexafit.com	2507 Bartlett St, Houston, TX 77098, USA	Resold
Timothy Perez	tmthprz@gmail.com	Kirby, TX	Terminated by Mutual Agreement
Daniel McCarroll	danielmccarroll19@gmail.com	Pflugerville, TX	Terminated by Mutual Agreement
Arturo Barilla-Batarse	arturo.barillas@wealthwave.com	Kendleton, TX	Terminated by Mutual Agreement
Stephanie Hamm	steph.hamm@yahoo.com	Saint Hedwig, TX	Terminated by Mutual Agreement
Jay Ortiz	trainer1972@gmail.com	Silverback, TX	Terminated by Mutual Agreement
Jabus Hamm	flyfightwin@hotmail.com	Stafford, TX	Terminated by Mutual Agreement
XMC Defense LLC	xavier1@xmcdefense.com	Timberglen Park, TX	Terminated by Mutual Agreement
Stacy Ivey	n.cols@hotmail.com	Canyon Creek, TX	Terminated by Mutual Agreement
MKL Fitness LLC	laredo25@yahoo.com	Corinth, TX	Terminated by Franchisor
Utah			
Fitness Sugarhouse, LLC	sugarhouse@f45training.com	1505 E 2100 S, Salt Lake City, UT 84105, USA	Resold - 11/2023
CS Marketing Services LLC	loganut@f45training.com	110 East 4000 North, Hyde Park, UT 84318, USA	Resold - 04/2023
3D Fitness & Training, LLC	southvalley@f45training.com	3796 W 12600 S, Riverton, Utah 84065, United States	Resold
Steven Behmer	southweber@f45training.com	6009 Fashion Point Dr, South Ogden, UT 84403, USA	Resold
Zantastic Industries LLC	sandy@f45training.com	2101 East 9400 South, Sandy, UT 84093, USA	Resold
SoJo Fit, LLC	Jay.steven.gillette@gmail.com	10366 South Redwood Road (6B), South Jordan, Utah, 84095	Resold
Taylor Russell	clinton@f45training.com	Clinton, UT, United States	Terminated by Mutual Agreement
Spartan Fitness LLC	brower.chris@gmail.com	10366 South Redwood Road (6B), South Jordan, Utah, 84095	Terminated 10/2023 - Abandonment

Virginia			
Short Pump Fitness, LLC	shortpump@f45training.com	3430 Pump Rd, Henrico, VA 23233, USA	Resold
Dumbarton Fitness, LLC	dumbarton@f45training.com	5709 W Broad St, Richmond, VA 23230, USA	Resold
Fit Nova, LLC	gainesville@f45training.com	13841 Heathcote Blvd, Gainesville, VA 20155	Resold
EQ2, LLC	shirlington@f45training.com	2800 South Randolph Street, Arlington, VA, USA	Resold
Dynamite Fitness, LLC	Sara.mena8404@gmail.com	Stony Point, VA	Terminated by Mutual Agreement
Washington			
Amanda J Brace	clydehill@f45training.com	Clyde Hill, United States	Unresponsive for 10+ weeks
Rohit Chopra (6 locations)	kirkland@f45training.com	120 Park Ln, Kirkland, WA 98033, USA	Resold
Wolverine Fitness LLC	capitolhill@f45training.com	1419 11th Ave, Seattle, WA 98122, USA	Resold

EXHIBIT G
FORM OF GENERAL RELEASE
Current Form for Terminations and Transfers

1. Franchisee's Release. Except for the obligations set forth in this Agreement, Franchisee, for itself and on behalf of all other persons or entities acting on any of their behaves or claiming under any of them (collectively, "**Releasing Parties**"), hereby irrevocably and unconditionally release, acquit, and forever discharge Franchisor and its owners, stockholders, predecessors, assigns, agents, directors, officers, employees, representatives, attorneys, subsidiaries, and affiliates, past and present, and all persons acting by, through, under or in concert with any of them (collectively, "**Franchisor Releasees**") or any of them, from all actions, causes of action, suits, debts, liens, obligations, promises, liabilities, claims, rights, demands, damages, controversies, losses, costs, and expenses (including attorneys' fees and costs actually incurred), known or unknown, suspected or unsuspected, fixed or contingent, which any of them now has, owns, holds, claims to have, claims to own, or claims to hold, or at any time heretofore had, owned, held, claimed to have, claimed to own, or claimed to hold (collectively, "**Claims**") against each or any of the Franchisor Releasees arising out of or relating to the Franchise Agreement, the offer or sale of F45 Training Franchise opportunity, and the relationships created thereby; or any other agreement between any Franchisor Releasee and Franchisee and/or any entity in which Franchisee has an ownership interest.

[Note for California Release – add the following:

Except as set forth herein, Franchisee expressly relieves and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California ("Section 1542"), and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 states as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH EITHER PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AS OF THE DATE OF EXECUTION OF THIS AGREEMENT, WHICH IF KNOWN BY SUCH PARTY WOULD HAVE MATERIALLY AFFECTED THE TERMS OF THE AGREEMENT."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing the general release and discharges described in this paragraph, Franchisee expressly acknowledges that this Release is intended to include in its effect without limitation, all claims described in this paragraph which Franchisee does not know or suspect to exist in its favor at the time of execution hereof, and that this Release contemplates the extinguishment of any such claims.]

[Note for Maryland Release – add the following to Section 1, at the end of the first sentence: "excluding only such claims arising under the Maryland Franchise Registration and Disclosure Law."]

[Note for Minnesota Release – add the following to Section 1, at the end of the first sentence: "excluding only such claims arising under the Minnesota Franchises Law."]

[Note for Washington Release – add the following to Section 1, at the end of the first sentence: "excluding only such claims arising under the Washington Franchise Investment Protection Act."]

2. Unknown/Unanticipated Claims. The parties each acknowledge that there is a risk that, subsequent to the execution of this Agreement, it will discover, incur, or suffer claims which are unknown or unanticipated at the time this Agreement is executed, including, without limitation, unknown or unanticipated claims which arose from, are based upon, or are related to the Franchise Agreement or some part or aspect thereof, which if known by it on the date this Agreement is being executed may have materially affected its decision to execute this Agreement. Each party acknowledges and agrees that by reason of the releases contained in Sections 3.a. and 3.b. above, it is assuming the risk of such unknown and unanticipated claims and agrees that its release contained in this Agreement applies thereto.

3. Acknowledgments Regarding Releases. By affixing their signatures to this Agreement, the parties hereto acknowledge that each of them has carefully read and fully understands the provisions of this Agreement, including, specifically, the release of claims set forth in Sections 3.a. and 3.b., and that their releases of such claims is knowing and voluntary. The parties hereto acknowledge that they have had a reasonable opportunity to consult with an attorney prior to executing this Agreement and that they have executed this Agreement voluntarily. Franchisee acknowledges that Franchisor has advised Franchisee to consult with an attorney before executing this Agreement. Franchisee represents that it does not rely, and has not relied upon, any representation or statement made by any of the Franchisor Releasees, or any of their representatives, with regard to the subject matter, basis, or effect of this Agreement.

4. General Provisions.

a. Entire Agreement. This Agreement, when fully executed, supersedes all previous negotiations, representations, and discussions by the parties hereto concerning the subject matter hereof and integrates the whole of all of their agreements and understandings concerning the subject matter hereof. No oral representations or undertakings concerning the subject matter hereof will operate to amend, supersede, or replace any of the terms or conditions set forth herein.

b. Authority. By their signatures below, the parties represent and warrant to each other that they have all necessary authority to enter into this Agreement. Each party hereto represents and warrants that it is entering into this Agreement solely for the purposes and consideration set forth herein, and further warrants that this Agreement is being executed without reliance on any representation of any kind or character not expressly set forth herein. Each party warrants that it has read this Agreement and has had the opportunity to consult with legal counsel as to its effect.

c. Counterpart Execution. This Agreement may be executed in any number of identical multiple counterparts, each of which will be deemed an original for all purposes, and all of which will constitute one and the same instrument.

d. Survival. All covenants, representations, warranties, and agreements of the parties

will survive execution and delivery of this Agreement and will continue until such time as all the obligations of the parties hereto have lapsed in accordance with their respective terms or have been discharged in full.

e. Notices. Any and all notices required or permitted under this Agreement must be given as provided for in the Franchise Agreement.

f. No Third-Party Beneficiaries. It is understood and agreed that there will be no third-party beneficiaries of any of the provisions of this Agreement, and that the provisions of this Agreement will inure only to the benefit of the parties hereto.

g. Attorneys' Fees. If either party commences an action or proceeding against the other party arising out of or in connection with this Agreement, the prevailing party in such action or proceeding and in any appeal in connection therewith will be entitled to have and recover from the unsuccessful party attorneys' fees, court costs, expenses, and other costs of investigation and preparation. If the prevailing party recovers a judgment in any such action, proceeding or appeal, such attorneys' fees, court costs and expenses will be included in and as a part of such judgment.

h. Governing Law and Venue. This Agreement, and all claims or disputes arising hereunder or related to this Agreement, will be interpreted, construed, and governed exclusively in accordance with the laws of the state of Texas (excluding its conflict of law rules). The parties agree that any claim or controversy between the parties relating to the parties' entry into this Agreement will be brought, exclusively, in the federal or state judicial district in which Franchisor's principal office is located at the time any such action is initiated. The parties irrevocably submit to the jurisdiction of any such court and waive any objection they may have to either the jurisdiction or venue of any such court. The parties agree that this Section 5.h. will not preclude either party from removing any lawsuit to federal court, to the extent permitted under the applicable federal rules.

i. **JURY TRIAL WAIVER. THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY PARTY TO THIS AGREEMENT AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**

j. Further Assurance. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date.

FRANCHISOR:	**FRANCHISEE:**
F45 Training Incorporated	The party named in **Item 2** of the **Summary Addendum**
By:_____	By: _____
Name: Tom Dowd	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

ITEM 23
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If F45 Training Incorporated 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, or sooner if required by applicable state law. Applicable state law in (a) Connecticut and Michigan require us to provide you the disclosure document at least 10 business 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, (b) New York requires us to provide you the disclosure document the earlier of the first personal meeting or 10 business 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, and (c) Iowa and Maine requires us to provide you the disclosure document at the earlier of the first personal meeting or 14 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.

If F45 Training Incorporated does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency. (See Exhibit E for a list of state administrators.)

The names, principal business addresses, and telephone numbers of the franchise sellers offering the franchise are:

Name	Principal Business Address	Telephone Number
Tom Dowd	3601 South Congress Ave, Building E, Austin, Texas 78704	737-787-1955
Luke Armstrong	3601 South Congress Ave, Building E, Austin, Texas 78704	737-787-1955
Jamie Britt	3601 South Congress Ave, Building E, Austin, Texas 78704	737-787-1955

Issuance Date: November 29, 2023.

I received a disclosure document dated November 29, 2023. The disclosure document included the following Exhibits and Attachments:

Exhibit A	Franchise Agreement
Exhibit B	Sate Addenda
Exhibit C	Financial Statements
Exhibit D	Operations Manual Table of Contents
Exhibit E	List of State Agencies/Agents for Service of Process
Exhibit F	Current and Former Franchisees
Exhibit G	Form of General Release

_____
Signature (individually and as an officer)

_____
Date Disclosure Document Received
v 2023

_____
Print Name

_____
Print Franchisee's Name (if an Entity)

(Keep this page for your records.)

ITEM 23

RECEIPT

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If F45 Training Incorporated does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency. (See Exhibit E for a list of state administrators.)

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_____
Signature (individually and as an officer)

_____
Date Disclosure Document Received
v 2023

_____
Print Name

_____
Print Franchisee's Name (if an Entity)

(Sign and return this page)