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FRANCHISE DISCLOSURE DOCUMENT

Ultimate Fitness Group, LLC
a Delaware limited liability company
6000 Broken Sound Parkway NW, Suite 200
Boca Raton, FL 33487
(954) 530-6903
info@orangetheoryfitness com
www orangetheoryfitness com
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www instagram com/otheoryfitness/

The franchise offered is to operate an ORANGE THEORY® Studio under the name "ORANGE THEORY® " ORANGE THEORY® Studios are health and fitness studios that offer members access to exercise equipment, including cardio and strength equipment, in a simple, contemporary atmosphere characterized by our signature, energizing orange color scheme and trade dress

The total investment necessary to begin operation of an ORANGE THEORY® Studio is $488,405 to $994,360 This includes $143,082 to $178,137 that must be paid to the franchisor or an affiliate (including the initial franchise fee of $49,500) If this is your second or a subsequent franchise for an ORANGE THEORY® Studio, we reduce the initial franchise fee to $42,500

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

You may wish to receive your disclosure document in another format that is more convenient for you To discuss the availability of disclosures in a different format, contact Dan Adelstein, Vice President of Real Estate and Franchise Development, at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 and (954) 530-6903

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

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

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

The issuance date of this disclosure document is April 14, 2017, as Amended July 28, 2017

STATE COVER PAGE

Your state may have franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit A for information about the franchisor or about franchising in you state

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS BEFORE YOU CAN BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION, ARBITRATION OR LITIGATION ONLY IN FLORIDA OUT-OF-STATE MEDIATION, ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO MEDIATE, ARBITRATE OR LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 YOU MUST MAKE ROYALTY PAYMENTS, REGARDLESS OF YOUR SALES LEVELS FAILURE TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT

4 YOU MUST MAINTAIN MINIMUM SALES PERFORMANCE LEVELS IF YOU FAIL TO DO SO, YOU COULD LOSE ANY TERRITORIAL RIGHTS YOU ARE GRANTED AND/OR THE FRANCHISOR COULD TERMINATE YOUR AGREEMENT RESULTING IN THE LOSS OF YOUR INVESTMENT, OR BOTH

5 IF YOU ARE MARRIED, YOUR SPOUSE MUST SIGN A PERSONAL GUARANTEE OR OTHER SPOUSAL CONSENT, WHICH MAKES YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT WHETHER OR NOT SUCH SPOUSE IS INVOLVED IN THE OPERATION OF THE FRANCHISE THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS

6 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise A franchise broker or referral source represents us, not you We pay this person a fee for selling our franchise or referring you to us You should be sure to do your own investigation of the franchise

Effective Dates See the next page for state effective dates

(See Exhibit G for state specific addenda and riders)
(See Exhibit A for state agencies and agents for service of process)

STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

STATE	EFFECTIVE DATE
California	Effective April 20, 2017, as Amended _____, 2017
Hawaii	N/A
Illinois	Effective April 19, 2017, as Amended _____, 2017
Indiana	Effective June 9, 2017
Maryland	Effective May 4, 2017, as Amended _____, 2017
Michigan	March 24, 2017
Minnesota	Effective May 22, 2017, as Amended _____, 2017
New York	Effective July 18, 2017, as Amended _____, 2017
North Dakota	Effective May 18, 2017, as Amended _____, 2017
Rhode Island	Effective June 12, 2017, as Amended _____, 2017
South Dakota	Effective April 27, 2017
Virginia	Effective May 25, 2017, as Amended _____, 2017
Washington	Effective _____, 2017
Wisconsin	Effective February 16, 2017, amended as of April 14, 2017, as Amended August 1, 2017

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU

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

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

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

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

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

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

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

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled At the option of the franchisor, a surety bond may be provided in place of escrow

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL

Any questions regarding this notice should be directed to

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attn Franchise
525 West Ottawa Street
Williams Building, 1st Floor
Lansing, Michigan 48933
Telephone Number (517) 373-7117

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A List of State Agencies/Agents for Service of Process
B Franchise Agreement
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D	Conditional Assignment of Telephone Numbers and Listings and Internet Addresses
E	Form of Addendum to Lease Agreement
F	Table of Contents of Operations Manual
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J	Nondisclosure and Noncompetition Agreement
K	Information About Area Representatives
L-1	List of Current Franchisees
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M	Form of Franchise Compliance Certificate
N	Receipts

Applicable state law might require additional disclosures related to the information in this disclosure document These additional disclosures, if any, appear in Exhibit G

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

Franchisor

The Franchisor is Ultimate Fitness Group, LLC, referred to as "**we**," "**us**" or "**our** " "**You**" or "**your**" means the person who buys the franchise If you are a corporation, partnership or other entity, certain provisions of the Franchise Agreement will apply to your owners This disclosure document will indicate when your owners are also covered by a particular provision (See ITEM 15)

We are a Delaware limited liability company formed on August 4, 2009 We do business under our company name and under the trade and service marks ORANGE THEORY®, OT FIT®, OTF® and related trademarks, service marks and logos listed in ITEM 13 Our principal business address is 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 Our agents for service of process and state administrators, if applicable, are listed in Exhibit A to this disclosure document

We began to offer franchises in July of 2010 We are not engaged in any other business activities and have never offered franchises in any other lines of business, except our Area Representative Program (described below) We do not operate any ORANGE THEORY® Studios However, as of the issuance date of this disclosure document, our affiliates currently own and operate 8 ORANGE THEORY® Studios in Florida, 4 ORANGE THEORY® Studios in New York and 2 ORANGE THEORY® Studios in California They plan to open additional Studios in California, Southern Florida, New York, and may develop, own and operate additional Studios in the future (See ITEM 20)

Parents, Predecessors and Affiliates

Our parent is Ultimate Fitness Holdings, LLC ("**UFH**"), a Delaware limited liability company formed on January 11, 2016 UFH shares our principal business address

Through common ownership, we are affiliated with OTF Distribution, LLC, a Florida limited liability company formed on June 2, 2010 ("**OTF Distribution**") It is the approved supplier for certain items used in the operation of ORANGE THEORY® Studios, including (a) selectorized equipment, free weights and cardiovascular equipment, (b) our proprietary OT BEAT™ heart rate monitoring system, and (c) ORANGE THEORY® fitness retail merchandise OTF Distribution shares our principal business address It has never offered franchises in this or any other line of business and has no other business activities Except for OTF Distribution, we do not have any affiliates that provide products or services to our franchisees

Through common ownership, we are also affiliated with OTF Studios, LLC ("**OTF Studios**"), a Delaware limited liability company formed on January 11, 2016, which (through wholly-owned subsidiaries) owns and operates certain ORANGE THEORY® Studios (the "**affiliate-owned studios**") and/or serves as Area Representatives for our franchise system in certain markets located in Florida, New York and California OTF Studios shares our principal business address

We do not have any predecessors required to be disclosed in this Item No affiliates offer franchises in any line of business

The Franchise

We offer franchises to qualified individuals and entities to develop and operate fitness studios under a comprehensive system we and our affiliates have developed (each an "**ORANGE THEORY® Studio**" or "**Studio**") ORANGE THEORY® Studios operate as contemporary fitness studios identified by an orange color scheme and trade dress, offering members access to exercise equipment, including cardio and strength equipment, and other related services and ancillary merchandise related to the ORANGE THEORY® concept We market our services to customers of all ages and economic levels, but target adults between the ages of 18 and 60 Our current form of Franchise Agreement is attached as Exhibit B to this disclosure document

A typical ORANGE THEORY® Studio occupies approximately 2,600 to 3,600 square feet of space that may be either owned or leased from a third party All Studios are constructed to our specifications as to size, layout, decor and the like ORANGE THEORY® Studios are typically located in a metropolitan area or surrounding suburbs, and proximity to high traffic areas is desirable A Studio may be located either in a freestanding building or in an in-line retail plaza space, but, in any event, ample parking, good visibility and availability of prominent signage are a necessity Preferred locations for Studios are strip shopping centers with a mixture of residences and commercial facilities (offices and businesses) nearby

ORANGE THEORY® Studios operate under Marks (described below) and under distinctive business formats, including prescribed exterior and interior design, décor, color scheme and furnishings, uniform standards, specifications and procedures for operations, quality and uniformity of products and services offered, and advertising and promotional programs, all of which we may improve, further develop or otherwise modify from time to time (the "**System**") We use, promote and license in the operation of an ORANGE THEORY® Studio the trademarks "ORANGE THEORY®," "OT FIT®" and "OTF®" and other trademarks, service marks and logos described in Item 13 of this disclosure document (collectively, the "**Marks**"), plus designs, artwork, trade dress, commercial symbols and e-names, all of which have gained and continue to gain public acceptance and goodwill We may in the future create, use and license additional trademarks, service marks, logos, commercial symbols, e-names, designs, artwork and trade dress in conjunction with the operation of ORANGE THEORY® Studios

You will operate an ORANGE THEORY® Studio as an independent business unit utilizing the Marks, business concepts, support, guidance and materials developed by us You will offer and provide products and services to the general public under the terms and conditions contained in the Franchise Agreement and our confidential operations manuals (the "**Manuals**") that will be loaned to you at the time of training You must offer for sale all services, products, and merchandise we designate, unless you obtain our approval not to offer certain services, products or merchandise You may not offer other services, merchandise or products without our prior written approval

Our Area Representative Program

In a separate disclosure document, we grant to persons who own or will own an ORANGE THEORY® Studio franchise and meet our qualifications and who are willing to undertake the investment and effort, the right to operate an area representative business ("**Area Representative Business**") Area Representative Businesses solicit and screen prospective franchisees for the right to own and operate ORANGE THEORY® Studio franchises (the "**Franchises**") under Franchise Agreements which are between us and the franchisee (the Area Representative is not a party) Area Representative Businesses assist us in providing full support and rendering certain services to franchisees within the Area Representative's territory, including making the Area Representative Business' franchised Studio

available for training franchisees and their employees, overseeing the development and construction process for franchised Studios, assisting franchisees with membership presales, core business reviews and marketing, in addition to conducting regular visits to determine the franchisees' compliance with our operation and system standards, and applicable performance standards under the franchise agreement, and conducting regular consultation meetings with franchisees in the Area Representative's territory The Area Representative Business also renders certain services directly to us, including delivery of annual business plans, audit reports of franchisees in the Area Representative's territory, regular reports on business activities, collection of moneys due us by franchisees, and other activities that we deem necessary from time to time We have offered area representative rights since August 12, 2010 See Exhibit K for information regarding our Area Representatives

Market

Your Studio will compete with other health clubs and businesses that offer similar products and services, including other national chains The market is developed but is expanding to satisfy the needs of health and fitness enthusiasts Depending upon your Studio's location and demographics, certain high/low seasons may exist You will offer your products and services to the general public, although we target adults between the ages of 18 and 60 The market for your Studio may differ significantly from the market conditions we experience in the markets where our affiliates operate Therefore, you should consider this and other factors in evaluating whether to invest in our franchise system

Industry Regulations

Certain states and local governments have laws relating specifically to health and fitness clubs, including laws requiring postings concerning steroids and other drug use, requiring certain medical equipment in the club, limiting the supplements that health and fitness clubs can sell, requiring bonds if a health or fitness club sells memberships valid for more than a specified period of time, requiring club owners to deposit into escrow certain amounts collected from members before the club opens (so-called "presale" memberships), and imposing other restrictions on memberships that health or fitness clubs sell

Other than these laws, we are not aware of any regulations specific to the operation of an ORANGE THEORY® Studio You should investigate all of these laws It is your sole responsibility to comply with them You must provide us with copies of any business registrations, licenses or permits you are required to obtain under applicable state and local laws in your jurisdiction

ITEM 2

BUSINESS EXPERIENCE

Manager and Chief Executive Officer David Long

Mr Long is one of our co-founders He served as Director and our Chief Executive Officer from our inception in August 2009 until February 16, 2016 As of February 16, 2016, he was appointed as our Manager and Chief Executive Officer He also served as our Chief Operating Officer from our inception through September 2014 He has been Manager of UFH since January 11, 2016 He has been President and Chief Executive Officer of OTF Studios (and its subsidiaries) since January 11, 2016 He has been President and Chief Executive Officer of OTF Distribution since June 2, 2010 From September 2009 to 2014, he was Executive Vice President of Strategic for the Ascente Group, in Fort Lauderdale, Florida Since June 2015, he has been a Board Member of Fresh Meal Plan LLC in Boca Raton, Florida Since June 2008, he has also been a Master Regional Developer for European Wax Centers in Central Florida From January 2007 through December of 2014, he was a Manager and Member of ME New York

Regional Developers, LLC, in Oceanside, New York, a Regional Developer for Massage Envy in New York

Manager Jerome Kern

Mr Kern is one of our co-founders and served as a Director and President from our inception in August 2009 until February 16, 2016 He was appointed one of our Managers on February 16, 2016 He served as the Vice President of Sales from our inception until January 1, 2012, when he became President From May 2005 to present, he has been a Managing Member of MJ Ventures, LLC, in Fort Lauderdale, Florida, serving as Regional Developer for Massage Envy in South Florida From January 2007 to December 31, 2014, he was a Manager and Member of ME New York Regional Developers, LLC, in Oceanside, New York, a Regional Developer for Massage Envy in New York From September 2008 to September 2014, he was Executive Vice President of Sales for the Ascente Group in Fort Lauderdale, Florida

Manager Ellen Latham

Ms Latham is one of our co-founders She served as a Director and our Vice President of Fitness from our inception in August 2009 until February 16, 2016 She was appointed one of our Managers on February 16, 2016 From April 2008 to present, she has been the owner of Ellen's Ultimate Work Out, a health and fitness center in Davie, Florida From March 16, 2015 to August 21, 2015, Ms Latham was a Member of OTF St Louis, LLC, which owned the Area Representative rights in St Louis, Missouri

Manager David Hardy

Mr Hardy served as a Director since April 29, 2012 He also served as Chief Financial Officer from April 29, 2012 until October 12, 2015 As of February 16, 2016, he was appointed as our Manager He has also been a Manager of UFH since January 11, 2016 Since September 1, 2012, he has also been the President of World Health Edmonton, Inc , in Edmonton, Canada He has been an owner and director of OTF Canada, Inc , our Master Franchisee for Canada, since November 2011 From 1996 to present, he has been the President of Franvest Capital Partners in Edmonton, Alberta

President and Chief Operating Officer David Carney

Mr Carney has been our President and Chief Operating Officer since July 26, 2016 He has served as our Chief Operating Officer from September 2014 and added the additional title of President on July 26, 2016 On February 16, 2016, he was appointed as a Manager of UFH From August 2012 to August 2014, he was President, Chief Operating Officer and Chief Executive Officer of The Rush Fitness Complex, in Knoxville, Tennessee From April 2010 to July 2012, he served as Director of the Eastern Division of the Wellbridge Corporation in Denver, Colorado Although not active in management of Wellbridge Corporation since 2012, with a partner he owns 3 Crunch Fitness franchises operating in Miami, Florida, 1 of which opened in July 2013

Manager Erik O Morris

Mr Morris was appointed as one of our Managers on February 16, 2016 Since October 2007 to the present, he has been employed as Managing Director of Roark Capital Management, LLC, an affiliate private equity firm based in Atlanta, Georgia

Chief Financial Officer Timothy Tanguay

Mr Tanguay has been our Chief Financial Officer since October 12, 2015 From May 2014 to October 2015, he was the Chief Financial Officer, and from January 2013 to May 2014 the Vice President of Finance, of Tropical Smoothie Cafe, LLC in Atlanta, Georgia From September 2011 to January 2013, he was Director of Financial Planning and Analysis for Benchmark Brands in Norcross, Georgia

Chief Learning Officer Leslie Daley

Ms Daley has been our Chief Learning Officer since January 2016 From November 2014 to January 2016 Ms Daley was the Senior Vice President of Human Resources at Gold's Gym Holdings, Dallas, Texas From April 2013 to October 2014, she was Senior Vice President for the Rush Fitness Complex in Knoxville, Tennessee She was Senior HR Consultant for Steven Douglas Associates, Tampa, Florida from October 2012 to May 2013 From May 1999 to May 2013 Ms Daley served as the Senior Vice President of Lifestyle Family Fitness, Tampa, Florida

Chief Technology Officer Joe Mazzarella

Mr Joseph Mazzarella has been our Chief Technology Officer since September 2016 Mr Mazzarellas has over 13 years of experience in delivery strategic business and IT services in a diverse range of sectors including Finance, Retail, Logistics and Telecommunications Prior to joining us, Mr Mazzarella was at Brightstarcorp, a subsidiary of Softbank, holding positions based in Australia, Hong Kong, United States, New Zealand and Malaysia from 2006 until 2016 He was its global Chief Technology Officer from January 2014 until September 2016, and its APAC-Chief Technology Officer from January 2013 to January 2014

Chief Brand Officer Kevin Keith

Mr Keith joined us as our Chief Brand Office in March 2017 Mr Keith was previously with J Walter Thompson advertising firm in Atlanta, Georgia, where he served as Chief Strategy Office from November 2013 to February 2017 From January 2010 to November 2013, Mr Keith was Senior Vice President, Group Director of Integrated Marketing content of CocaCola Enterprises in Atlanta, Georgia

General Counsel Courtney Seely

Ms Seely joined us as our General Counsel on June 28, 2017 Prior to that, Ms Seely served in various executive capacities for Icon Burger Acquisition LLC, an affiliate entity of the "Smashburger" franchisor ("**Smashburger**") since October 2012, all based in Denver, Colorado Most recently, Ms Seely served as Smashburger's Chief Legal Officer and Corporate Secretary from July 2016 through June 2017 Prior to that, Ms Seely served as the General Counsel of Smashburger and Consumer Capital Partners LLC, the private investment firm that founded Smashburger ("**CCP**"), from June 2013 to July 2016, and Deputy General Counsel of Smashburger and CCP from October 2012 through May 2013 She also served as General Counsel of the following Smashburger affiliates Tom's Urban Franchising LLC from October 2014 to July 2015, and Live Basil Franchising LLC from October 2013 to July 2015 From August 2010 to October 2012, she was employed by QCE LLC, the parent of the "Quiznos" franchisor, in Denver, Colorado, most recently as its Executive Vice President, General Counsel and Secretary

Chief Development Officer Gregg Koffler

Mr Koffler joined us as our Chief Development Officer in June 2017 From December 2016 to June 2017, Mr Koffler was not employed Prior to that, Mr Koffler was employed by Smashburger in

Denver, Colorado, as its Senior Vice President of Franchise Sales and Administration from May 2016 to December 2016 Prior to that, Mr Koffler held multiple positions at CBC Restaurant Corp (franchisor of the Corner Bakery Café concept) in Dallas, Texas, including as Director of Franchise Sales from May 2012 to May 2013 and as Vice President of Franchise Sales from May 2013 to April 2016

Vice President of Real Estate and Franchise Development Daniel J Adelstein

Mr Adelstein has been our Vice President of Real Estate and Franchise Development since January 2016 From January 2013 until January 2016, Mr Adelstein was our Director of Real Estate and Franchise Development From November 2007 through December 2012, Mr Adelstein was Senior Vice President for Growing Room Franchise in Columbus, Georgia

Vice President of Sales and AR Development Paul Reuter

Mr Reuter has been our Vice President of Sales and AR Development since January 2016 Mr Reuter was our Director of Sales and AR Development from July 2011 to January 2016 Mr Reuter's duties and responsibilities include the development and enhancement of our systems and processes including presales, franchisee training and sales processes and brand consistency guides

Director of Design and Construction Rory Ellis

Mr Ellis, has been our Director of Design and Construction since July, 2016 From June 2014 to July 2016, Mr Ellis was our Design and Construction Project Manager From March 2011 to June 2014 he was Design and Construction Manager with MB Development in Surfside, Florida

Director of Equipment Solutions – Bill Gaebel

Mr Gaebel, has led our Equipment Solutions program since joining us in January 2014, and has been our Director of Equipment Solutions since October 2016 Prior to joining us, he was a Chief Asset Management Consultant for receivership properties in the South Florida market from June 2012 to December 2013

Director of Legal and Franchise Development Administration Tracy Mitchell

Ms Mitchell has been our Director of Legal and Franchise Development Administration since August 2016 From November 2014 to July 2016, she was an Insurance Supervisor for Ocwen Financial Corporation in West Palm Beach, Florida From May 2012 through October 2014 she was an attorney with the law firm of Cole, Scott, Kissane, P A in Fort Lauderdale, Florida

National Director of Sales and Operations Manny Ceara

Mr Ceara has been our National Director of Sales and Operations since September, 2016 From July 2013 to September 2016, Mr Ceara was an acting Area Representative and Regional Director of Sales and Operations for our Central and North Florida markets (FL-03) and oversaw operations for Northern California in that time From February 2013 to July 2013, Mr Ceara was our Regional Director of South Florida focusing on multi-unit management of studio operations From January 2012 to February 2013, Mr Ceara worked as the Studio Manager of our franchised studio #0008 for a private franchisee

Director of IT Kris Tucker

Mr Tucker has been the Director of IT since March 2015 From January 2012 to March 2015 Mr Tucker was the Chief of Systems Capabilities and Solutions for the Defense Intelligence Agency in Doral, Florida

Franchise Development Manager Kristen Swinehart

Ms Swinehart has been our Franchise Development Manager since January 2017 From November 2015 to December 2016, Ms Swinehart was an independent sales representative for Fitletic Sports in Ft Lauderdale, Florida She was also self-employed as a health and wellness consultant in South Florida from January 2014 to December 2016 From January 2013 to January 2015, she served as the Business Development Specialist for Medifast Weight Control Centers and the National Account Manager for Medifast Corporate Wellness headquartered in Owings Mills, Maryland

See Exhibit K for information regarding our Area Representatives

ITEM 3

LITIGATION

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

Other than this one action, no litigation is required to be disclosed in this Item

See Exhibit K for any required disclosure relating to Area Representatives

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item

See Exhibit K for any required disclosure relating to Area Representatives

ITEM 5

INITIAL FEES

In this disclosure document, all amounts paid to us or our affiliates prior to opening your ORANGE THEORY® Studio are considered "initial fees." All of the initial fees described in this Item 5 are the same for all ORANGE THEORY® Studios unless otherwise specified.

Initial Franchise Fee

You must pay us an initial franchise fee equal to $49,500 for a single franchise (the "**Initial Franchise Fee**"), when you sign the Franchise Agreement. If this is your second or a subsequent franchise for an ORANGE THEORY® Studio, we reduce the Initial Franchise Fee to $42,500. The Initial Franchise Fee is not refundable, except that we will refund 50% of the Initial Franchise Fee if we terminate the Franchise Agreement (for your first franchise) based on your failure to satisfactorily complete the initial training program. You and your owners must sign a general release in order to receive a refund.

We charge the Initial Franchise Fee uniformly to all franchisees. We have no intention, now or in the future, of reducing the Initial Franchise Fee for any prospective franchisee, although we reserve the right to do so in our sole discretion, on a case-by-case basis, or if we run a franchise marketing promotion. However, we have agreed with our affiliates that they may acquire franchises to own and operate franchises for discounted Initial Franchise Fees.

The Initial Franchise Fees paid to us during the fiscal year ended December 31, 2016 ranged from $42,500 to $49,500.

Software License Fee

Before you commence operation of your Studio, you must license the MindBody™ Online ("**MBO**") and web-based business management software from us or our designee. We charge an initial a non-refundable $575 setup fee. In addition, we charge a monthly software license fee to all franchisees for all prescribed software used in the operation of ORANGE THEORY® Studios, including the MBO business management software, access to our proprietary OTCONNECT Intranet, Orange University and e-learning database, financial reporting software (you must use the reporting software we prescribe to prepare and submit periodic financial reports required by the Franchise Agreement and/or Manuals), KPI Reporting Portal and other software that you must use in the operation of your Studio. The software license fee is currently $399 to $749 per month and must be paid one month in advance, commencing with the month that you set up your MBO account for membership presales for your Studio. The software licensing fees may change from time to time. We will provide you 30 days' notice of any changes to these fees.

Purchases from OTF Distribution

Before your Studio opens, you must purchase the following items from our affiliate, OTF Distribution: (a) fitness equipment for your Studio, including selectorized equipment, free weights, and cardiovascular equipment, (b) our proprietary OT BEAT™ heart rate monitoring system ("**OT Beat™ System**"), and (c) an initial inventory supply of OT ORANGE THEORY® fitness retail merchandise for display and sale at your Studio. We estimate the cost of the fitness equipment and the OT Beat™ System will range from $93,108 to $111,913, depending on the size of your Studio.

We estimate the cost of the initial inventory supply of Orangetheory® Fitness retail merchandise (including shirts, hats, shorts, gym bags, water bottles and other items as we periodically determine) will range from approximately $4,000 to $6,000

These fees are uniformly imposed and non-refundable

Presales Coordinator Program

We strongly recommend, especially for your initial franchise unit, that you participate in our Presales Coordinator Program, which is designed to assist you in marketing your ORANGE THEORY® Studio in the community to create brand awareness and drive traffic, leads and membership sales during the presale/grand opening period We are currently the only approved provider of these presale assistance and training services While not currently required, we may require you to use this service if, in the first 4 weeks of your presales activities, you fail to achieve a minimum of 60 presale memberships The program includes 12 weeks of presales assistance, training, monitoring and ongoing coaching, and 5 days of on-site presales activity, training and action plan implementation The fees, which are not refundable, include a fixed cost of $3,900 (includes all travel costs), depending on where your Studio is located

Other Initial Fees

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

ITEM 6

OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty Fee [2]	8% of Gross Sales	Weekly	See definition of Gross Sales[3] We will debit your bank account for the Royalty due
Brand Fund Contributions[4]	Currently 1% of Gross Sales	Monthly	Upon opening your Studio, you must contribute an amount we designate We will debit your bank account for the Brand Fund Contributions due
Local Advertising[5]	Minimum amount that we designate, which will be between $2,500 - $4,000 per month	As incurred, with periodic monthly reports to us upon request	You must spend the minimum amount that we designate, which will not be less than $2,500 nor more than $4,000 per month, on local advertising for your Studio You may spend more at your discretion

Type of Fee[1]	Amount	Due Date	Remarks
Cooperative Advertising[6]	As determined by Cooperative	As determined by Cooperative	If you are part of and contribute to a local Co-op in the state in which your Studio is located, we will credit dollar for dollar the amount you contribute to a Cooperative toward your required local advertising spend
Successor Franchise Fees	25% of then-current initial franchise fee for new franchisees	Before renewal	Payable when, and if, you renew your Franchise Agreement There are other condition to renew
Transfer/Assignment Fee	25% of then-current initial franchise fee for new franchisees	Before consummation of the transfer or sale	Payable when, and if, you transfer or sell your franchise There are other conditions to transfer
Relocation Fee	Fee equal to our costs and expenses[8]	On demand	You must reimburse us for our out-of-pocket costs and expenses promptly upon receipt of our invoice These amounts are due and payable only if you relocate your Studio, subject to our approval
Interest and Late Fees	Lesser of 18% per annum or the highest rate permitted by law, plus $35 per week or portion of a week that the payment or report is overdue	On demand	Payable on all overdue amounts and reports Interest begins from the date of non-payment or underpayment
Audit Expenses	Fee equal to the cost of audit, including any charges of independent accountants, travel expenses and per diem personnel charges	On demand	If you understate any payment owed to us by more than 2%, you must reimburse us for our actual costs incurred in conducting the audit, including attorneys' fees, accountants' fees, travel expenses and compensation of our employees These fees will not exceed our actual costs

Type of Fee[1]	Amount	Due Date	Remarks
Additional Training	Reasonable fee, currently $1,000 per person per session	On demand	We provide initial training for all owners who sign the franchise agreement at no charge Should space permit, we may allow you to bring up to 2 additional persons for training, normally a studio manager and your head trainer, on an abbreviated basis at no additional charge We may charge you a fee for additional persons who attend initial training other than as mentioned above We may also charge you for ongoing training that we conduct and for training materials that we provide You are responsible for travel and living expenses incurred during training
Refresher Training Fees	$250 per day per person trained	On demand	We periodically may require you (or your managing owner) and/or, at our option, the Studio's studio manager to attend and complete to our satisfaction any supplemental or refresher training programs we choose to provide
Annual Conference	Up to $1,000 per person[7]	On demand	You must pay us a registration fee, which we expect will not be more than $1,000 per person, for attending our annual conference We may require you (or your managing owner), your lead trainer and/or your Studio manager to attend each conference You will be responsible for all travel and living expenses incurred by you and your personnel for attendance at the annual conference
Annual Training Summit	Up to $500 per person [7]	On demand	You must pay us a registration fee, which we expect will not be more than $500 per person, for attending our annual training summit We may require you or your managing owner, your lead trainer and/or your Studio manager to attend each training summit You will be responsible for all travel and living expenses you and your personnel incur for attendance at the annual training summit

Type of Fee[1]	Amount	Due Date	Remarks
On-Site Evaluation Fees	Our costs and expenses in connection with the on-site evaluation	On demand	Payable only if we determine that on-site evaluations are or become excessive In that case, we may require you to reimburse us for our costs and expenses in relation to each evaluation, including the cost of travel, meals and lodging for our personnel
Insurance Premiums	Amount of unpaid premiums, plus an administrative fee	On demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you
Product Purchases	See ITEM 8	See ITEM 8	You must buy products that (i) meet our standards and specifications and (ii) are purchased from suppliers designated or approved by us We reserve the right to designate ourselves or affiliates as the exclusive supplier for certain products If we do so, then you must purchase them from us
Technology-Software License Fees	Approximately $399-$749 per month, plus a $575 MindBody™ Online setup fee	As invoiced	We are a reseller of the MindBody™ web-based business management software and other software that you must use in the operation of your Studio This fee includes access to our OTCONNECT Intranet and Orange University (including library of documents, databases, e-learning tools and webinars, videos, and financial reporting tools) and our mobile app and other software that we prescribe and require from time to time for use in the operation of Studios This fee is paid one month in advance and payments will commence upon the opening of your MBO account for membership presales for your Studio Software License Fees may increase

Type of Fee[1]	Amount	Due Date	Remarks
OT Beat Fees	Approximately $149 - $449 per month (currently $149 per month)	As invoiced	You must purchase the OT Beat™ System from our affiliate upon opening your Studio and pay a monthly technology fee to us and/or our affiliate for the related software Technology Fees may increase and additional technology fees may be incurred from time to time
Non-Compliance Fee	Up to $1,000 per notice of violation	10 days after notice of violation	We may assess a non-compliance for violations of the Franchise Agreement and/or the Manuals We reserve all other rights and remedies
Product/Supplier Approval Costs	Reasonable cost of inspection or testing plus actual cost of laboratory fees, professional fees and travel and living expenses of our personnel[7]	When billed	We may require you to pay us or an independent laboratory for the cost of inspection or testing if you desire to purchase or lease items to be used in the Studio from sources we have not previously approved
Management Fee	5% of Gross Sales plus our reasonable costs and expenses	On demand	If you are in default of the Franchise Agreement or fail to maintain the Studio in accordance with our standards, we may send in our personnel to manage the Studio until the default is cured or you are able to meet our standards
Indemnification	Will vary under circumstances	On demand	You must indemnify us when certain of your actions result in loss to us under the Agreements
Costs and Attorney's Fees	Will vary under circumstances	On demand	You will reimburse us for all costs in enforcing obligations if we prevail
Operations Manual Replacement Charge	$250	Upon request by you	

NOTES

(1) All fees and expenses described in this ITEM 6 are non-refundable Except as otherwise indicated in the chart above, we impose all of the fees and expenses listed, and they are payable to us We may require you to pay any or all periodic or recurring fees to us by electronic funds transfer

(2) You are responsible for the payment of Royalties to us even if your minimum performance levels have not been met We require you to meet the following minimum performance standards during the term of your Franchise Agreement

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

*Year 1 begins on the Actual Opening Date and ends on the first anniversary Each subsequent year runs for the same 12-month period thereafter

If you do not achieve the Performance Standards during any year, then (i) you must pay to us the difference between the Royalties actually paid and the amount of Royalties you would have paid if you had met the Performance Standards, within 10 days of our invoice, and (ii) we may either (a) terminate your exclusive rights to the Territory, (b) reduce the scope of the geographic area comprising the Territory in which you will have exclusive rights, or (c) terminate the Franchise Agreement

(3) "**Gross Sales**" means the total gross revenue from the provision of all products and services sold or performed in, at, from or away from the Studio, or through or by means of the Studio's business, whether from cash, check, credit card, debit card, barter or exchange, or other credit transactions, and irrespective of collection, and including (a) membership fees, initiation fees, enrollment fees, processing fees, paid-in-full dues, renewal fees, corporate/third party payor fees, monthly dues and any fees or revenue generated and derived during any presales, (b) fees and charges for optional services, (c) fees charged to non-members using the Studio's services, (d) revenue derived from merchandise and product sales and other Core Business Operations and any Ancillary Business Operations that you or your affiliates perform, and (e) payments (for example, rent and license fees) that contractors make to you relating directly or indirectly to their performance of Ancillary Business Operations The following amounts are deducted from "Gross Sales" (i) sales taxes, use taxes, and other similar taxes added to the sales price and collected from the customer and paid to the appropriate taxing authority, and (ii) any bona fide refunds and credits that are actually provided to customers Gross Sales does not include rent, license fees and other fees that you receive in return for authorizing an unrelated third party contractor to operate an unrelated business (which is not part of the Core Business Operations or the Ancillary Business Operations) from part of the property on which the Studio is located (but not from the Studio itself), as long as the unrelated business has a separate street address and entrance that its customers must use without using any part of the Studio The term "**Ancillary Business Operations**" means business activities that we periodically specify as being ancillary and optional to the main business of the Studio and which independent contractors (rather than a Studio employee) may traditionally perform Ancillary Business Operations include activities like tanning services, massage services, chiropractic services and physical therapy services We may specify in the Manuals and periodically modify those business activities that will be deemed Ancillary Business Operations The term "**Core Business Operations**" means all business activities of or associated with the Studio that are not Ancillary Business Operations Core Business Operations include activities like the Studio's front desk and membership operations, all cardio and weight training functions, personal training services, group exercise, and any other services that we designate as mandatory for all ORANGE THEORY® Studios Your Studio must offer and perform all Core Business Operations

(4) Advertising programs are described in greater detail in ITEM 11 Your monthly Brand Fund contributions will commence upon the opening of your Studio (which is considered to be the date of your VIP party, as approved by us) The Brand Fund contribution is currently 1% of Gross

Sales of your Studio and will increase to 2% on December 1, 2017 We may increase or decrease the contribution amount in the future We have the right to allocate certain of our administrative expenses for marketing activities related to the Brand Fund (See ITEM 11)

(5) These amounts are in addition to, and will not be credited against, your other advertising requirements (See ITEM 11)

(6) Cooperatives will be comprised of all franchised and company-owned ORANGE THEORY® Studios located in the designated geographic area covered by each cooperative (See ITEM 11)

(7) We did not begin offering franchises until July 1, 2010 For this reason, we do not currently charge, or have not yet established, the amount of (or estimates for), certain fees that we have the right to impose under the Franchise Agreement

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
Initial Fee [1]	$42,500 to $49,500	Lump Sum	On signing Franchise Agreement	Us
Travel and Living Expenses During Training (for all attendees) [2]	$1,200 to $4,800	Lump Sum	As incurred	Outside suppliers
Deposit for Leasehold	$12,000 to $30,000	Lump Sum	On signing lease or sublease	Landlord
3 Months' Rent [3]	$18,000 to $45,000	Installments	As agreed in lease or sublease	Landlord
Leasehold Improvements and Construction Costs [4]	$200,000 to $560,000	As Agreed	As incurred	Outside contractors and suppliers
Reception Desk, Retail Display Wall and all Interior Logo Signage	$11,500 to $14,500	As Agreed	As incurred	Outside suppliers
Graphics	$4,000 to $5,000	As Agreed	As incurred	Outside Suppliers
Fitness Equipment (including installation) and OT Beat™ Start-Up System [5]	$93,108 to $111,913	Lump Sum	As incurred	OTF Distribution, Third party (installation)
3 months Technology - Software Licensing Fee[17]	$1,197 - $2,247	As Agreed	Monthly	Us or our affiliates

Type of expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Fitness Equipment Maintenance[6]	$900 to $1,500	As Agreed	Monthly	Outside suppliers
Initial Inventory of Orangetheory® Fitness Retail Merchandise [7]	$4,000 to $6,000	Lump Sum	As incurred	OTF Distribution
AED and First Aid Equipment/Training [8]	$1,000 to $5,000	Lump Sum	As incurred	Outside suppliers
Exterior Signage	$5,000 to $7,000	As Agreed	As incurred	Outside suppliers
Audio/Video System, Other Equipment and Supplies [9]	$20,500 to $25,500	As Agreed	As incurred	Outside suppliers
Computer System [10]	$14,000 to $18,000	As Agreed	As incurred	Outside suppliers
Pre-Sale and Grand Opening Advertising [11]	$30,000 to $40,000	As Agreed	As incurred before and after Studio opens	Us and outside suppliers
Presales Coordinator Program[18]	0 to $3,900	As Agreed	As incurred	Us
Business Licenses/ Miscellaneous Opening Costs [12]	$1,000 to $4,000	Lump Sum	As incurred	Outside suppliers
Insurance [13]	$3,500 to $5,000	Lump Sum	As incurred	Insurance Company
Other Initial Fees[19]	0 to $5,500	Lump Sum	As Incurred	Us
Additional Funds - 3 Months [14]	$25,000 to $50,000	As Agreed	As incurred after Studio opens	Outside suppliers
TOTAL ESTIMATED INITIAL INVESTMENT (excluding real estate purchase costs) [15][16]	$488,405 to $994,360			

NOTES

(1) The initial franchise fee is discussed in greater detail in ITEM 5 of this disclosure document We will refund 50% of the initial franchise fee if we terminate the Franchise Agreement (for your first franchise) based on your failure to satisfactorily complete our initial training program You and your owners must sign a general release in order to receive a refund Otherwise, the initial franchise fee is not refundable under any circumstances

(2) We provide initial training at no charge to all individual owners that we require sign your Franchise Agreement If there is room and all of the signatories on your Franchise Agreement have been trained, we may allow up to 2 additional persons, such as a studio manager and/or your head trainer, to attend training for portions of the initial training program related to Studio

management You must arrange and pay for all travel and living expenses for the people who attend the initial training program Costs vary depending on the distance traveled and the type of lodging This estimate does not include the cost of transportation See ITEM 11 of this disclosure document for a description of the franchisee initial training program

(3) If you do not already own suitable commercial space, the premises must be purchased or leased We anticipate that most Franchisees will lease the premises We require a commercial space of 2,600 to 3,600 square feet of interior space The cost of leasing or purchasing space will vary, depending on location and other market factors, and cannot be accurately projected by us, as a result, the costs shown above may be low or high The initial investment assumes you will rent If you purchase the premises, your initial investment will increase dramatically

(4) You will need to adapt our prototype designs and plans for the building in which you will locate your Studio in accordance with state and local building codes Construction costs vary depending upon numerous factors, including the size and configuration of the premises and the cost of materials and labor for construction The cost shown does not include the cost to purchase the building or site for the Studio The range shown includes costs for end-cap, free-standing and in-line Studios The cost of leasehold improvements depends on the condition and size of the site, the local cost of contract work, and the location of the Studio In certain markets, especially major metropolitan markets (e g , New York, San Francisco, Chicago), costs could be substantially higher due to prevailing market rates for labor and materials These estimates may also vary substantially based upon your ability to negotiate with your landlord The high estimated figures include remodeling walls, ceilings, floors, and other construction including electrical, plumbing, HVAC and carpentry work Depending on the lease terms, your landlord might cover some of these costs In our experience, the landlord will typically offer free rent for an initial period This is not included in the estimate This estimate also takes into account estimate for permitting

(5) This includes selectorized equipment, free weights, cardiovascular equipment, and installation, and the proprietary OT Beat™ System equipment and start-up kit, which includes pods and straps for presales of memberships for 200 members Additional pod sets are $25 each and straps are $10 each, and these must be ordered for all members. (We also recommend that you keep extra straps on hand) This estimate does not include monthly Technology Fees that must be paid to OTF Distribution for the OT Beat™ System

(6) An equipment maintenance contract is required prior to opening your Studio and evidence of such must be provided to us The current cost of the maintenance contract is $300 to $750 per month This fee is charged by a third party provider and is subject to change Neither we nor our affiliates currently provide any equipment maintenance services The additional estimated $300-$750 per month, is to accommodate forecasted non-warranty covered equipment repairs, purchasing/refreshing ancillary equipment package items, etc

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

(8) This estimate includes the cost of one automated external defibrillator ("**AED**") and training for CPR and AEDs, which every Studio must have

(9) This includes all audio equipment for your sound system (including music licensing) and video equipment for your Studio, along with an initial supply of printed materials, office supplies and other office equipment (but excluding the computer system)

(10) Presently we require you to install and maintain 3 desktop computers capable of running the MindBody™ and web-based business management software that we require and that operates on a Windows XP or higher operating system The computers must have a high speed modem that permits you to connect to the Internet and to transmit and receive e-mail You must sublicense the MBO software from us This software is used for both membership management and reporting purposes You must install 3 to 6 television monitors for the OT Beat™ System and Studio lobby (number of monitors depends on the size of your Studio) and must also install 2 Apple TVs (or other brand or technology that we prescribe) for the weight room These monitors are used in connection with the OT Beat™ System and to display workout videos, advertisements and other information approved or prescribed by us from time to time This estimate also includes the cost for a laptop or iPad, which is mandatory and used to run your presale program and various events throughout the year

(11) You must conduct a presale/grand opening program we approve, with a minimum cost of $30,000 to $40,000, as determined by us (See ITEM 11)

(12) This estimate is subject to any state and local requirements for licenses and permits

(13) Insurance must be obtained to meet the minimum requirements established by the System Standards (See ITEM 8)

(14) These amounts are minimum recommended levels to cover operating expenses, including employee salaries, for three months We cannot guarantee that this amount is sufficient You may require additional working capital if your sales are low or if your fixed costs are high

(15) The disclosure laws require us to include this estimate of all costs to operate your franchise during the "initial phase" of your business, which is defined as 3 months or a longer period if "reasonable for the industry " We are not aware of any established longer "reasonable period" for our industry, so our disclosures cover a 3-month period The amounts shown are estimates only and may vary for many reasons Your actual costs will depend on factors such as how much you follow our methods and procedures, your management skill, experience, and business acumen, local economic conditions, the prevailing wage trade, competition, and the sales level reached during the initial period You should review these estimates ***carefully*** with an accountant or other business advisor before making any decision to buy a franchise

(16) The estimated initial investments shown are based primarily on the costs our affiliates have incurred in constructing and operating similar Studios, encompassing approximately 2,600 to 3,600 square feet Your Studio may be larger or smaller, and your actual costs will vary depending on the size and location of your Studio The total actual cost to construct and operate each Studio owned by our affiliates has varied from the estimated costs shown above, and no particular Studio has experienced the low or the high estimate for every category shown above

(17) We charge a monthly software license fee to all franchisees for all prescribed software used in the operation of ORANGE THEORY® Studios, including the MBO business management software, access to our proprietary OTCONNECT Intranet, Orange University and e-learning database, financial reporting software (you must use the reporting software we prescribe to prepare and submit periodic financial reports required by the Franchise Agreement and/or Manuals), KPI

Reporting Portal and other software that you must use in the operation of your Studio The software license fee is currently $399 - $749 per month and must be paid one month in advance, commencing with the month that you set up your MBO account for membership presales for your Studio The software licensing fees may change from time to time We will provide you 30 days' notice of any changes to these fees

(18) We strongly recommend, especially for your initial franchise unit, that you participate in our Presales Coordinator Program, which is designed to assist you in marketing your ORANGE THEORY® Studio in the community to create brand awareness and drive traffic, leads and membership sales during the presale/grand opening period We are currently the only approved provider of these presale assistance and training services The program includes 12 weeks of presales assistance, training, monitoring and ongoing coaching, and 5 days of on-site presales activity, training and action plan implementation The fees include a fixed cost of $3,900 (includes all travel costs), depending on where your Studio is located The low end (0) of this estimate assumes that you do not participate in this program

(19) At your reasonable request, we may, in our sole discretion and subject to the availability of our personnel, furnish you with additional site selection and/or development guidance and assistance which is beyond the nature and scope of the services we are then providing to new ORANGE THEORY® franchisees as part of the Initial Franchise Fee We estimate that the fee will range from $2,500 to $5,500 The low end (0) of this estimate assumes that you do not request additional assistance

We do not offer any direct or indirect financing for your initial investment for an ORANGE THEORY® Studio (see ITEM 10) The availability and terms of financing with third-party lenders will depend on factors such as the availability of financing generally, your credit, and policies of lending institutions concerning the type of business operated

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

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The Franchise Agreement restricts the sources of products and services you utilize in establishing and operating an ORANGE THEORY® Studio in three ways Some items can be purchased only from us or our affiliates, some only from suppliers we have approved, and others only in accordance with our specifications and standards

Purchases from Us or Our Affiliates

You may be required to purchase certain products, equipment or services directly from us or our affiliates Currently, we are the only approved supplier of the MBO web-based business management software and other prescribed software As a re-seller of such software, we derive revenue from franchisees' purchases of such software on the basis of a markup (up to 10%) on our monthly maintenance cost of such software, which we use to defray our administrative expenses for managing and sublicensing the software to franchisees During the year ended December 31, 2016, we received revenues of $2,532,293 from software fees, which represents approximately 9% of our total revenues of $28,848,126 (based on our audited financial statements)

In addition, we are the only approved provider of the Presales Coordinator Program, which includes presale assistance and training to assist you in marketing your ORANGE THEORY® Studio in the community to create brand awareness and drive traffic, leads, and membership sales during the presale/grand opening period Participation in the Presales Coordinator Program is optional The fees include a fixed cost of $3,900 (includes all travel costs), depending on where your Studio is located During the year ending December 31, 2016, we received revenues of $41,700 from franchisees related to Presales Coordinator Program fees, which represents approximately 001% of our total revenues of $28,848,126 (based on our audited financial statements)

Our affiliate, OTF Distribution, is also the approved supplier of certain items that you must purchase and use in the operation of your ORANGE THEORY Studio This currently includes (a) fitness equipment, including selectorized equipment, free weights and cardiovascular equipment, (b) our proprietary OT BEAT™ heart rate monitoring system, and (c) Orangetheory® Fitness retail merchandise There are no suppliers in which any of our officers own an interest

During the year ending December 31, 2016, OTF Distribution received revenues of $21,497,151 from franchisees' purchases of fitness equipment, which represents approximately 52% of its total revenues of $41,241,297 It also received $16,403,196 from franchisees' purchases of OT BEAT™ heart rate monitoring systems and Orangetheory® Fitness retail merchandise during the year ended December 31, 2016, which represents approximately 40% of its total revenues of $41,241,297 (based on its financial statements)

Except as described above, you are not required to purchase any products or services from us or our affiliates However, we reserve the right to designate ourselves and/or any of our affiliates as an approved supplier, and we may also designate ourselves or an affiliate as the sole supplier of one or more items, in which case you would have to buy the item from us or our affiliate at our or their then-current price

We estimate that the cost of goods and services purchased from us or our affiliates represents approximately 30% of your total purchases to establish your Studio and approximately 20% of your total purchases to operate your Studio

Approved Suppliers

In addition to the above, we may require that you, at your expense, enter into agreements with suppliers approved by us Currently, you are required to purchase marketing materials, certain construction materials for build-out such as lighting, rubber flooring, lockers, tile, bathroom and shower fixtures, plastic laminate, paint, corner guards, reception desk, retail merchandise display wall and interior logo sign, OT Beat™ heart rate monitors (including the straps and pods that each member must purchase from you in order to connect to the OT Beat™ System during their workout), manuals, membership key tags, sales book, musical licenses, an initial mandatory start-up kit of inventory of branded Orangetheory® Fitness retail merchandise, which includes logoed items such as shirts, hats, shorts, gym bags, water bottles, towels, and related items, only from suppliers designated as required, recommended or approved by us We may change approved and required suppliers from time to time, and we or our affiliates may be approved or designated suppliers for certain items

We will provide you with a current list of approved suppliers (including required and recommended suppliers) through updates to the Manuals or other forms of communication, including, but not limited to, our OTCONNECT Intranet and Orange University We estimate that the cost of goods and services purchased from approved suppliers (other than us or our affiliates) represents approximately 10%

of your total purchases to establish your Studio and approximately 10% of your total purchases to operate your Studio

If you desire to purchase, lease or use any products or other items from a supplier we have not pre-approved, you must submit to us sufficient written information about the proposed new supplier to enable us to approve or reject either the supplier or the particular items If we have not responded within 30 days of our written receipt of such information from you, then the application will be deemed rejected by us We may consider in providing such approval not just the quality standards of the products or services, but their delivery capabilities, financing terms and ability to service our franchise system as a whole We may terminate or withhold approval of any products or services, or any supplier of such items, which do not meet our standards by giving you written notice If we do so, you must immediately stop purchasing from such supplier or using such products or services in your Studio unless we notify you that such supplier or such products or services meet our quality standards At our request, you must submit to us sufficient information about a proposed supplier and samples of the proposed product for our examination so that we can determine whether they meet our quality standards We also must have the right to require our representatives to be permitted to inspect the proposed supplier's facilities at your expense We may charge a fee for evaluating alternative suppliers not to exceed the reasonable cost of the inspection plus the actual cost of laboratory fees, professional fees and travel and living expenses as well as any other fees we pay to third parties in furtherance of the evaluation If we revoke an approved supplier, we will provide notice to that supplier and notify you in our Manuals

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

Standards and Specifications

You must operate the Studio according to our mandatory specifications, standards, operating procedures, and rules that we periodically prescribe for the development and operation of ORANGE THEORY® Studios ("**System Standards**") System Standards may regulate, among other things, the types, models and brands of required fixtures, furnishings, equipment, signs, software, materials and supplies to be used in operating the Studio, required or authorized products and product categories and designated or approved suppliers of such items (which may be limited to or include us or our affiliates) We do not make any express or implied warranties with respect to any products or goods we recommend for your use Our standards and specifications may impose minimum requirements for quality, cost, delivery, performance, design and appearance, delivery capabilities, financing terms, and ability to service our franchise system as a whole We will notify you in our Manuals or other communications of standards and specifications and/or names of approved suppliers

We estimate that required purchases according to our specifications and standards represent approximately 50% of your total purchases in connection with the establishment of your Studio and approximately 40% of your total purchases in operating your Studio

Rebates

We (or our affiliates) may negotiate with suppliers and manufacturers to receive rebates, commission or other consideration based on certain items you must purchase The rebate programs vary depending on the supplier and the nature of the product or service We may currently earn compensation or rebates on account of franchisees' required purchases from certain approved suppliers Not every

supplier pays rebates As of the date of this disclosure document, certain approved suppliers of seasonal apparel and performance kits pay OTF Distribution a rebate equal to 5% of the retail price In the fiscal year ended December 31, 2016, OTF Distribution received rebates totaling $34,587 30, representing less than 1% of its total revenues of $42,241,297

We and our affiliates have the right to receive payments or other benefits like rebates, discounts, and allowance from authorized suppliers based upon their dealings with you and other franchisees, and we may use the monies we receive without restriction for any purpose we deem appropriate or necessary Suppliers may pay us based upon the quantities of products our franchisees purchase from them But we may receive fees from a supplier as a condition of our approval of that supplier

Miscellaneous

We do not provide material benefits to franchisees (for example, renewal of existing or granting additional franchises) based on their use of designated or approved suppliers We may negotiate supply arrangements with suppliers for the benefit of franchisees

There are currently no purchasing or distribution cooperatives

Site Selection and Development of the Studio

We must approve the site for your Studio and the site must meet our then-current site criteria If you lease the site for your Studio, you are required to have the landlord sign the Lease Addendum attached as Exhibit E to this disclosure document Under the Lease Addendum, we will be granted the right, but not the obligation, to take possession of your Studio premises if your franchise agreement is terminated

It is your responsibility to prepare all required construction plans and specifications to suit the premises for the Studio in accordance with our approved plans and specifications, and to make sure that these plans and specifications comply with applicable ordinances, building codes, permit requirements, and lease requirements and restrictions You are obligated, at your expense, to have an architect designated or approved by us prepare all required construction plans and specifications, based on our design drawings and specifications, which may change from time to time and which you are responsible to keep apprised of through our OTCONNECT Intranet during your Studio development process, to suit the shape and dimensions of the site for your Studio and to ensure that such plans and specifications comply with applicable ordinances, building codes and permit requirements, and with lease requirements and restrictions You must, at your expense, use construction contractors designated or approved by us You will not engage any architects or contractors that we have not approved You must send us a site approval form with initial space plans and other materials we may request for our approval prior to and during your lease negotiations and LOI (letter of intent) process through our Intranet portal Once we approve the initial space plans in writing (which includes approval via e-mail), and your LOI has been approved by us in writing (which includes approval via e-mail), you must provide us with a copy of the proposed lease/sublease for review before you sign it Our review will be limited to ensuring that the terms of the lease/sublease are consistent with our rights under the terms of your Franchise Agreement You must receive a signed certificate of approval from us before executing your lease/sublease for the Studio

We must provide you with a written certificate of approval before you apply for any permits You must also send us all revised or "as built" plans and specifications during construction and once construction is complete, for our approval You may not begin construction of your Studio without a written certification from us that the final plans and specifications have been approved (See ITEM 11)

Because our review is limited to ensuring your compliance with our design requirements we will not assess compliance with federal, state or local laws and regulations, or state and local environmental requirements and building codes Compliance with those laws is your responsibility We may inspect the site while you are developing your Studio

You must adhere to our standards and specifications for the construction and design of the Studio, which will include requirements for the interior and exterior layout, signage, equipment, fixtures and trade dress, including our signature color scheme If we have designated an approved/required supplier (which may be us or our affiliate), you must obtain the items from such supplier If we have not designated an approved/required supplier for certain items, then you may purchase them from any supplier that meets our standards and specifications, including our preferred suppliers We may, at any time, change, delete, add to or modify any of our standards and specifications These changes, deletions, additions or modifications, which will be uniform for all franchisees, may require additional expenditures by you

Insurance

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

Property	$ 70,000 business personal property $ 110,000 tenant improvements $ 270,000 business income/extra expense
Professional Liability/General Liability	$1,000,000 each occurrence $3,000,000 annual aggregate $ 100,000 each occurrence for sexual misconduct $ 300,000 aggregate for sexual misconduct

The cost of your insurance coverage will vary depending on the insurance carrier's charges, the terms of payment, and your insurance history You must also carry the insurance required by your landlord and applicable law We may specify an insurance agency or insurer as the designated supplier for this service You must name us as an additional insured All insurance policies must be updated and/or renewed yearly and evidence of such provided to us through our Intranet portal

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

Computer Hardware and Software

You must use the computer software and hardware components and accessories ("**Computer System**") that we require We have the right to designate a single supplier for the Computer System We have the right to appoint additional suppliers or different suppliers for the Computer System We are a

reseller of the MBO software that you must use in the operation of your Studio as well as other software and technology that we prescribe from time to time, including OTCONNECT (our Intranet portal), Orange University and designated financial reporting software (you must use this software to submit to us periodic financial reports required by the Franchise Agreement and/or Manuals) The markup on our cost of such software will represent our earnings as compensation for the sublicense we grant to you during the term of your Franchise Agreement and for administrative costs to manage the software Except for MBO and other prescribed software, neither we nor our affiliates currently derive revenue from your purchase of the Computer System, however, we are permitted and may do so from time to time We may require you to maintain service support contracts and/or maintenance service contracts and implement and periodically make upgrades and changes to the computer hardware and software, and credit card, debit card and other non-cash payment systems We may designate the vendor(s) for these support service contracts and maintenance service contracts (See ITEMS 7 and 11)

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

	Obligations	Section In Agreement	Disclosure Document Item
a	Site selection and acquisition/lease	Sections 3(a) and 3(b)	7, 8, 11 and 12
b	Pre-opening purchases/leases	Sections 3(c) and 3(g)	5, 7, 8, 10 and 11
c	Site development and other pre-opening requirements	Sections 3(c), (d), (e), (f) and (g), Section 4(a)	6, 7, 8, 10 and 11
d	Initial and ongoing training	Section 4	11
e	Opening	Section 3(e)	11
f	Fees	Sections 2(a), 4(a), 5, 7(a), 10(c), 11(b), and 16(c)	5, 6, 7, and 11
g	Compliance with standards and policies/Operating Manual	Sections 4(d) and 6	5, 8 and 11
h	Trademarks and proprietary information	Section 12	13 and 14
i	Restrictions on products/services offered	Sections 3(c), 3(d), 3(f), 3(g), and 6	8, 11, and 16
j	Warranty and customer service requirements	Sections 6(h) and 6(i)	11

	Obligations	Section In Agreement	Disclosure Document Item
k	Territorial development and sales quotas	Section 1(f)	12
l	On-going product / service purchases	Section 3(g), 6(f), 6(g), 6(h), 6(i) and 6(j)	8, 11, and 16
m	Maintenance, appearance and remodeling requirements	Section 2(a)(vi), 6(b)	11
n	Insurance	Section 18(d)	7 and 8
o	Advertising	Sections 3(f), 7 and 8	6, 7, 8, and 11
p	Indemnification	Section 18(c)	6
q	Owner's participation/ management/ staffing	Sections 4(c), 6(c), 14 and 18	11 and 15
r	Records and reports	Section 9(c)	6 and 11
s	Inspections and audits	Sections 9(a) and 9(b)	6
t	Transfer	Section 10	17
u	Renewal	Section 2	17
v	Post-termination obligations	Section 17	17
w	Non-competition covenants	Sections 13, 14, 15 and 17(d)	17
x	Dispute resolution	Sections 19, 20 and 21	17
y	Proposed transfers and our right of first refusal	Section 10(e)	6 and 17

ITEM 10

FINANCING

We do not offer direct or indirect financing We do not guarantee your note, lease or obligations

ITEM 11

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

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

Pre-Opening Obligations

Before you open your Studio, we will

1 Provide you with site selection guidelines, and review and accept or reject the proposed site for your Studio The site must meet our criteria for the location of an ORANGE THEORY® Studio, which includes a "core customer base" determined by us based on a myriad of factors, including, but not limited to, demographic characteristics including the traffic patterns, parking, character of neighborhood, and competition from and proximity to other businesses Our criteria, and our evaluation of them, may vary periodically and from location to location We will approve or disapprove a proposed site within 15 days after we receive all written information that we require to assess the proposed site Within 4 months of signing the Franchise Agreement, you must find an acceptable site and sign a lease for the location on terms acceptable to us, or we may terminate the Franchise Agreement We will provide site selection counseling and assistance, and on-site evaluations, as we consider necessary and appropriate (Franchise Agreement §3(a))

2 Review and approve your LOI (letter of intent) before you sign such LOI (which approval may be through email) We must also review and approved the proposed lease, sublease or purchase agreement, as applicable, for the approved site for your Studio before you sign it We will approve the lease, sublease or purchase agreement in writing through a Certificate of Lease Approval (Franchise Agreement §3(b))

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

4 First approve your initial space plans in writing (which may be through an e-mail or as posted on the OTCONNECT Intranet) and then approve your final architectural plans, construction plans and specifications through a Certificate of Approval In developing your Studio, you must follow the steps described under "Site Selection and Studio Development" below (Franchise Agreement §3(c) and §3(e))

5 Loan you one copy of, or provide you with access to, our Manuals (in the medium we decide, which may be written or electronic, including posted on the OTCONNECT Intranet and Orange University) (Franchise Agreement §4(d))

6 If the Franchise Agreement relates to your first ORANGE THEORY® Studio, we will provide the initial training program described below (Franchise Agreement §4(a))

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

8 Provide you with information regarding approved, required and preferred suppliers (Franchise Agreement §6(f))

Continuing Obligations

After you open the Studio, we will

1 Provide you with information regarding approved, required and preferred suppliers and evaluate suppliers proposed by you (Franchise Agreement §6(f))

2 If, during the term of the Franchise Agreement, we develop and license to you any computer software to be used in the operation of the Studio, then we will also make available to you, at a reasonable cost, any upgrades, enhancements or replacements to the software that are developed from time to time by or on behalf of us (Franchise Agreement §6(j))

3 Make periodic visits to the Studio, conduct audits of your Studio for compliance with System Standards and evaluations of the products sold and services rendered to customers, as more fully described in the Franchise Agreement (Franchise Agreement §9(a))

4 Advise you from time to time regarding the operation of the Studio based on reports you submit or inspections we make (Franchise Agreement §9(a))

5 Provide any necessary refresher training courses and require you to attend We may charge you our then-current fee for such training (see ITEM 6) and you must pay all expenses for you and your employees, including training materials, travel and living expenses (Franchise Agreement §4(e))

6 Maintain and administer the general marketing and development fund (the "**Brand Fund**") You will be required to contribute to the Brand Fund such amounts that we prescribe from time to time The current contribution amount is 1% of Gross Sales and will increase to 2% on December 1, 2017 We may in the future increase or decrease the Brand Fund contribution amount Studios owned and operated by us and our affiliates will contribute to the Brand Fund on the same basis as franchisees (Franchise Agreement §7(a) to §7(d))

We delegate some of our obligations to our Area Representatives See Exhibit K for more information regarding them

Advertising, Marketing, and Promotion

Brand Fund

We have established and administer a general marketing and development fund to promote ORANGE THEORY® Studios on a system-wide basis Upon the opening of your Studio, you must

begin paying a monthly Brand Fund contribution in an amount we designate (currently 1% of Gross Sales, increasing to 2% on December 1, 2017) Contributions to the Brand Fund will be paid on a monthly basis via automatic debit from your bank operating account We reserve the right, however, to collect your contribution to the Brand Fund on a weekly basis in a manner similar to the Royalties, although collected separate from your Royalties (Franchise Agreement - §7(a)) We or our designee will maintain and administer the Brand Fund as follows

a The Brand Fund will be intended to maximize general public recognition and acceptance of the Marks and to enhance the collective success of all ORANGE THEORY® Studios We will direct all advertising programs produced using the Brand Fund, and will have sole discretion to approve or disapprove the creative concepts, materials, and media used in those programs, the placement of the advertisements, and the allocation of the money in the Brand Fund to production, placement, or other costs In administering the Brand Fund, we and our designees undertake no obligation to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that you or any particular ORANGE THEORY® Studio benefits directly or pro rata from the placement of advertising (Franchise Agreement - §7(b))

b The Brand Fund may be used to satisfy any and all costs of maintaining, administering, directing and preparing advertising (including the cost of preparing and conducting television, radio, magazine, and newspaper advertising campaigns, direct mail and outdoor billboard advertising, public relations activities, employing advertising/public relations agencies to assist in those activities, and costs of our personnel and other departmental costs for advertising that is internally administered or prepared by us) All sums paid to the Brand Fund will be maintained in a separate account by us and may be used to defray any of our administrative costs and overhead that we incur in activities related to the administration or direction of the Brand Fund and advertising programs for franchisees and all ORANGE THEORY® Studios The Brand Fund and its earnings will not otherwise inure to our benefit The Brand Fund is operated solely as a conduit for collecting and expending the advertising fees as outlined above We have no fiduciary duty to you, or any other franchisees, or your or their respective owners with regard to the operation or administration of the Brand Fund (Franchise Agreement - §§7(b) and (c))

c It is anticipated that all Brand Fund contributions will be expended for programs during the fiscal year in which such contributions are made If excess amounts remain in the Brand Fund at the end of the year, all expenditures in the following fiscal year will be made first out of such excess amounts, including any interest or other earnings of the Brand Fund, and next out of current contributions We may spend in any fiscal year an amount greater or less than the contributions to the Brand Fund in that year, and the Brand Fund may borrow from us or other lenders to cover deficits of the Brand Fund If we lend money to the Brand Fund, we may charge interest at an annual rate 1% greater than the rates we pay our lenders (Franchise Agreement - §7(c))

d We will, with respect to ORANGE THEORY® Studios operated by us or our affiliates, contribute to the Brand Fund on the same basis as you do (Franchise Agreement - §7(a))

e An unaudited statement of the operations of the Brand Fund will be prepared annually by us and will be made available to you upon request We may, from time to time, cause the Brand Fund to be audited, but there is no requirement to do so (Franchise Agreement - §7(c))

f Although the Brand Fund is intended to be of perpetual duration, we may terminate the Brand Fund If the Brand Fund is terminated, all unspent monies, less any outstanding accounts payable and other obligations, on the date of termination will be distributed to our franchisees in

proportion to their respective contributions to the Brand Fund during the preceding 12-month period (Franchise Agreement - §7(a))

We determine the use of monies in the Brand Fund We are not required to spend any particular amount on marketing, advertising or promotion in the area in which your Studio is located No funds from the Brand Fund will be used principally for preparation of franchise sales solicitation materials However, a brief statement about availability of information regarding the purchase of ORANGE THEORY® franchises may be included in advertising and other items produced and/or distributed using the Brand Fund (Franchise Agreement - §7(d))

We implemented the Brand Fund and began collecting contributions in April of 2014 During the fiscal year ended December 31, 2016, we collected a total of $4,307,195 for the Brand Fund, which included $4,307,195 from franchisees (including our affiliates) During 2016, Brand Fund expenditures were as follows

Type of Expenditure	Amount	Percentage
Production	$1,935,167	38%
Media Placement	$1,974,508	38%
Administrative Expenses	$261,023	5%
Other (Promotional Items)	$991,286	19%
Total	**$5,161,984**	**100%**

Brand Fund expenses in 2016 included funds carried over from the prior year All of the contributions that remained in the Brand Fund at December 31, 2016 have been carried forward for use by the Brand Fund in 2017

Local Advertising Expenditures

You must spend on approved forms of local advertising the minimum amount of $2,500, but we recommend at least $4,000 per month Upon our request, you will submit to us an advertising expenditure report accurately reflecting all local advertising expenditures for the applicable period If an inspection or report reveals that you failed to make the required local advertising expenditures, we may require you to contribute the amount of the deficiency to the Brand Fund Payment is due within 10 days of your receipt of our invoice (Franchise Agreement - §7(e))

Advertising Cooperatives

If an association of ORANGE THEORY® Studio franchisees is established in a geographic area in which your Studio is located (the "**Co-op**"), we may require you to join and actively participate in it We or your Area Representative will determine the area and membership of each Co-op by media coverage or other criteria which we may establish in our discretion We will determine whether a Co-op should be formed, changed, dissolved or merged for your market Each Co-op will operate from written governing documents approved by the members, which will be available upon request Generally, Co-ops are to be administered by their members We reserve the right to require that each Co-op prepare annual financial statements for its members We also reserve the right to audit any accounts or funds collected by the Co-op You must contribute to the Co-op such amounts as are determined from time to time by it Franchisor or affiliate-owned Studios are not required to contribute on the same basis as you, but may choose to do so We will not set the amount of those contributions and there is no limit If we (or your Area Representative) require you to participate in a Co-op, your local advertising requirement will be reduced by the amount that you contribute to the Co-op (dollar for dollar), up to the amount of your local

advertising requirement If, on the other hand, your participation in any Co-op is voluntary, then amounts that you contribute to such Co-op will be in addition to the amounts that you are required to spend for local advertising under the Franchise Agreement The Co-op will adopt its own written rules, regulations and procedures which will be available for you to review and which you must follow However, the rules, regulations and procedures of the Co-op must be approved by us All advertising utilized by the Co-op must not be used unless and until we have reviewed and approved it We also have the right to participate in any meetings of the Co-op and its members Your failure to timely contribute the amounts required by the Co-op constitutes a material breach under the Franchise Agreement and we may offset against any amounts we owe to you the amount of your Co-op contributions and pay such contributions for you (Franchise Agreement - §7(f))

As of the date of this disclosure document, Co-ops have been formed for the following areas/regions South Florida, Orlando, Florida, Tri-State (New York, New Jersey and Connecticut), Colorado, Orange County, California, Charlotte, North Carolina, Atlanta, Georgia, Chicago, Illinois, Indianapolis, Indiana, San Francisco Bay Area, California, Virginia, Philadelphia, Pennsylvania, and Raleigh, North Carolina We anticipate that Co-ops will continue to be formed in numerous regions during 2017 and beyond

Presale Grand Opening Marketing

You must develop and implement a pre-opening and grand opening promotion approved by us for your Studio You must spend a minimum of $30,000 and up to $40,000, as determined by us, for a grand opening program for your Studio during the period that is at least 12 weeks before and 30 days following the opening of your Studio (or such other period as we may prescribe in the Manuals) You may spend more than the minimum amount that we require Pre-opening and grand opening advertising will consist of a variety of meetings with potential members, participation in local events, and public relations, marketing and advertising initiatives intended to publicize the opening of the ORANGE THEORY® Studio Amounts that you spend on pre-opening and grand opening advertising do not count towards any other advertising obligations you have under the Franchise Agreement (Franchise Agreement - §3(f))

Approval of Advertising

All advertising and promotion by you in any medium must be conducted in a dignified manner and must conform to our standards and requirements as described in the Manuals or otherwise You must obtain our written approval of all advertising and promotional plans and materials before their use You will submit all unapproved plans and materials to us If you do not receive written approval within 30 days of our receipt of such materials, we will be deemed to have disapproved the materials You will not use any materials that we have not developed or approved, and will promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from us We may review and approve or disapprove all advertising and promotional materials that you propose to use (Franchise Agreement - §§3(f) and 7(e))

We created a Franchisee Advisory Council ("**FAC**") in 2015, for the purpose of advising and working with us and the Area Representative Advisory Council on issues related to advertising and marketing, operations, and other matters The FAC serves in an advisory capacity only, its decisions are not binding on us The council members are appointed by us for a term of one year and represent different regions of the U S market The FAC currently has 8 members Going forward, the FAC members, along with us, will determine additional members to be selected to the FAC, terms and committee appointments Any franchisee who is in good standing under its Franchise Agreement and all other agreements with us will be considered for appointment to the FAC or any committee of the FAC

We have the power to form, change, or dissolve the FAC at any time, and the right to approve the bylaws and governing rules of the FAC and any successor association (Franchise Agreement - §8)

Internet Web Site

We have established and maintain an Internet website at the uniform resource locator www orangetheoryfitness com that provides information about the System and ORANGE THEORY® Studios (the "**Website**") We have enhanced our Website to include a series of interior pages that identify ORANGE THEORY® Studios by address and telephone number We may (but are not required to) include at the Website an interior page containing additional information about your Studio If we include your information on the Website, we have the right to require you to prepare all or a portion of the page, at your expense, using a template that we provide All information is subject to our approval before posting (Franchise Agreement - §7(g))

We will have sole discretion and control over the Website's design and content We have the sole right to approve any linking to, or other use of, the Website We have no obligation to maintain the Website indefinitely, but may discontinue it at any time without liability to you Furthermore, as we have no control over the stability or maintenance of the Internet generally, we are not responsible for damage or loss caused by errors of the Internet (Franchise Agreement - §7(g))

We also may establish, develop and maintain one or more social media sites (e g , www twitter com, www facebook com, www instagram com, www pinterest com, or such other social media sites) and/or applications for smart phones or other mobile devices You may not establish or maintain any social media sites utilizing any user names, or otherwise associated with the Marks, without our advance written consent We may designate from time to time regional or territory-specific user names/handles that you must maintain You must adhere to the social media policies that we establish from time to time, and must require your employees to do so as well Use of social media, including any pictures that may be posted on, using or through one or more social media sites, must be in compliance with our Manuals and System Standards, including our take-down policies You are responsible for ensuring that all of your managers, trainers, sales associates and owners comply with our social media policies (Franchise Agreement - §7(g))

You and your employees will not be allowed to establish or operate any website, landing page or other representation of your Studio on the internet or establish or participate in any ORANGE THEORY® related blog or establish or operate landing pages for advertising campaigns or other discussion forum without our prior written consent (Franchise Agreement - §7(g))

Computer System

We have the right, under the Franchise Agreement, to require you and other franchisees of ORANGE THEORY® Studios to use a common type or version of computer hardware and software systems for all sales processing, inventory, membership tracking, accounting, payroll, operations and other functions as we may otherwise require in the Manuals and as we may from time to time otherwise prescribe in writing Among other functions, the required systems may include the use of remote servers, off-site electronic information storage and Internet connections You will use the computer systems we prescribe and will sign any necessary licensing agreements with third party developers or manufacturers of those systems

Presently, we require you to install and maintain 3 Computers with monitors capable of connecting to the internet via high speed internet access One of the computers will be required to run the OT Beat™ System The internet access will be used to operate and interact with a various web-based

capabilities including but not limited to MBO business management software, OTCONNECT (our Intranet portal), Orange University, and OTF Email via web browser You will also be required to install 2 Apple TVs (or other brand or technology that we prescribe) for the weight room and front lobby to run the Video Visual Program and/or Splat TV and 3 to 6 monitors for the OT Beat™ System and Studio lobby The monitors are used in connection with the OT Beat™ System and to display workout videos, advertisements and other information approved or prescribed by us from time to time You must sublicense the MBO business management software from us This software is used for both membership management and reporting purposes We also require that you have a laptop, Microsoft Surface or Tablet to manage your presale program and other events for your Studio throughout the year

We estimate that the cost of the computer system and technology components to run your Studio, as described in the paragraph above, will be approximately $14,000 to $18,000

We may develop or have developed for us a proprietary software package for use in all ORANGE THEORY® Studios If we develop or improve any such software, we may require you to sign a software license agreement in the form that we prescribe for the license of our proprietary software to you in connection with your operation of the Studio We may, at our option, upgrade, modify or replace the proprietary software for use in all ORANGE THEORY® Studios, and you must incorporate such modifications or additions within 30 days after receiving written notice from us, unless a longer time period is stated in the notice

We may utilize the computer systems to monitor the daily operations of the Studio and the System Through this monitoring system, we may access and retrieve daily any information concerning the Studio stored on your Computer Systems or the off-site server, including information concerning gross revenues, membership information, inventory, expenditures and such other information as may be contained or stored on the Computer System or software This information may be received by using software we specify, by the establishment and maintenance of an Internet access account with us, by a direct Internet connection with us, by telephone line and modem connections to electronic cash register systems (or other computer hardware and software), or by any other means we prescribe There are no contractual limitations on our right to access the information

You must install and maintain the equipment, make the arrangements, and follow the procedures that we require in the Manuals or otherwise in writing (including the establishment and maintenance of Internet, intranet, or extranet access or other means of electronic communication, as specified by us) from time to time to permit us to access, download and retrieve electronically, by telecommunication or other designated method, any information stored in your Computer Systems, including information concerning the Gross Sales of the Studio, and to permit us to upload and for you to receive and download information from us You must allow us to have access to the information at the times and in the manner that we specify It will be a material event of default under the Franchise Agreement if you fail to make that information accessible to us at all times throughout the term of the Franchise Agreement (Franchise Agreement §6(k))

You may not establish or maintain any website or any type of presence on the Internet or World Wide Web that in any manner whatsoever uses the Marks without our prior written consent You must ensure that none of your owners, managers or employees use our Marks on the Internet or World Wide Web, except in strict compliance with the social media policies that we establish from time to time (Franchise Agreement §7(g))

Neither we, our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades, or updates to your computer system Currently, there are no optional or required maintenance/upgrade contracts for the point-of-sale or computer system

Site Selection and Studio Development

You must select the site for the Studio and submit a site approval request, on a form prescribed by us The proposed site must comply with our site selection criteria We do not select or endorse your site However, we will use reasonable efforts to review and approve or disapprove a proposed site within 15 days from the date you submit all required information If we do not accept the proposed site within such 15-day period, the proposed site is deemed rejected You may not proceed to develop a Studio or enter into a letter of intent or other binding commitment for the proposed site unless we have approved the site in writing (email approval is considered valid) You may not sign the applicable lease, sublease or purchase agreement for the approved site until you have received a written Certificate of Lease Approval from us You must locate an approved site and provide us with a signed copy of your lease/sublease (including a signed copy of our standard Lease Addendum) or purchase agreement, in each case on terms acceptable to us, within 4 months from the effective date of the Franchise Agreement If you fail to do so, we may terminate the Franchise Agreement (Franchise Agreement - §3(a))

We will make available to you one copy of our Manuals (in the medium we decide, including posting to our OTCONNECT Intranet and Orange University) containing site selection guidelines, which guidelines may require, at your sole expense, an evaluation of the demographics of the market area for the proposed location (including the core customer base, and population and income level of residents in the market area), aerial photography, size and other physical attributes of the location, proximity to residential neighborhoods and proximity to shopping centers, entertainment studios and other businesses that attract consumers and generate traffic We will provide you with such site selection counseling and assistance, and on-site evaluations, as we consider necessary and appropriate as part of our evaluation of the proposed site (Franchise Agreement - §3(a))

Simultaneously with the negotiation of your lease/sublease, or shortly thereafter, you must provide us with complete space plans, architectural drawings, construction plans and specifications for review, and receive our written approval before you apply for permitting or begin construction or build-out of the Studio You must follow these steps for building your Studio and preparing for its opening Failure to do so will result in delays on equipment delivery and installation, initial training and/or final approval for opening

1 Your construction drawings ("**CDs**") must be approved by our Construction & Design Department ("**CDD**") You must receive a written certificate of approval from the CDD before you apply for any state or local permits or place an order for fitness equipment from OTF Distribution You and/or your general contractor are not permitted to change the plans once they have been approved by us, and any unauthorized changes will result in a delay in your opening, and you will be required to fix any deviations before opening Because our review is limited to ensuring your compliance with our design requirements we will not assess compliance with federal, state or local laws and regulations, or state and local environmental requirements and building codes Compliance with those laws is your responsibility We may inspect the site while you are developing your Studio

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

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

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

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

6 Once the foregoing documentation has been received and approved by us, you will receive final written approval from us and MBO pricing will then be loaded into the database to support membership processing on the VIP/grand opening day of your Studio Your Studio will be considered open on the date of the VIP/grand opening

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

Time to Opening

We estimate that the typical length of time between the signing of the Franchise Agreement or the first payment of any consideration for the franchise (whichever occurs first), and the opening of your Studio is approximately 180 to 240 days Factors that may affect this period include whether you have selected a site when you sign the Franchise Agreement, your ability to obtain an acceptable site, arrange leasing and financing, make leasehold improvements, install fixtures, equipment and signs, decorate the Studio, meet local requirements, obtain inventory, and similar factors

You must open the Studio for business within 8 months from the effective date of your Franchise Agreement (Mandatory Opening Date - Exhibit A of Franchise Agreement) If you fail to begin operations within the specified time period, we may terminate the Franchise Agreement (Franchise Agreement - §16(b))

Operations Manual

After you sign the Franchise Agreement, we will provide you with access to one copy of our Manuals (363 total pages) A copy of the table of contents of our Manuals is attached as Exhibit F to this disclosure document We consider the contents of the Manuals to be proprietary, and you must treat them as confidential You may not make any unauthorized copies of the Manuals (Franchise Agreement - §4(d))

Franchise Training

If the Franchise Agreement relates to your first ORANGE THEORY® Studio, you, along with all signatories on your Franchise Agreement (or your managing owner, who must be a signatory on your Franchise Agreement) must successfully complete our initial Franchise Training program to our satisfaction before your Studio opens to the public We will provide initial Franchise Training at no charge to all individuals who have signed your Franchise Agreement If there is room and if all individuals who have signed your franchise agreement have been trained, we may allow up to 2 additional people, such as a Studio manager and/or your other primary Studio operator, to attend training for portions of the initial training program related to Studio management You must, however, arrange and pay for all travel and living expenses of all trainees, including your owners and employees Costs vary depending on the distance traveled and the type of lodging

Our current initial training program lasts 5 days and is presently conducted at our headquarters in Boca Raton, Florida

We or our representative (Area Representatives) will also provide Studio Launch Training at no charge for up to 4 fitness coaches This includes 36 hours of onsite training at your Studio, or a designated Studio, in the weeks leading up to your Studio's opening Such training may include online modules in addition to onsite training at a Studio Your fitness coaches must be trained by a designated Orangetheory Fitness Educator and must pass the certification provided in order to participate as a group fitness coach at your Studio While we, or your Area Representative, may provide additional guidance, you are responsible for making all hiring and employment decisions as the owner of the Studio This includes, but is not limited to, employee selection, hiring, training, promotion, termination, hours worked, rates of pay, benefits, work assigned, supervision, discipline, and working conditions If an Area Representative is located in your market, training may be provided by such Area Representative at an ORANGETHEORY® Studio that we have certified as a training studio See Exhibit K for more information regarding our Area Representatives

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

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
DAY ONE			
Welcome & Introduction to OTF	1	—	Our headquarters in Boca Raton, FL *
What is ORANGE THEORY® and Why Orange	1	—	Our headquarters in Boca Raton, FL *
Getting Started Road Map Orientation/Operational Set-up	1	—	Our headquarters in Boca Raton, FL *
Area Representative Role	1	—	Our headquarters in Boca Raton, FL *
Owner Role	1	—	Our headquarters in Boca Raton, FL *

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Staff Recruiting, Hiring & Training	1	—	Our headquarters in Boca Raton, FL *
DAY TWO			
Agenda & Expectations	25	—	Our headquarters in Boca Raton, FL *
Studio Development Overview	1	—	Our headquarters in Boca Raton, FL *
Real Estate Site Selection Buxton Real Estate LOI & Lease	5	—	Our headquarters in Boca Raton, FL *
Construction & Design	1 5	—	Our headquarters in Boca Raton, FL *
Fitness Equipment Program	5	—	Our headquarters in Boca Raton, FL *
Learning & Development	1	—	Our headquarters in Boca Raton, FL *
Marketing	1 5	—	Our headquarters in Boca Raton, FL *
DAY THREE			
PreSales & Sales Agenda & Expectations Pre-phase Planning PreSales (Phase 2) PreSales (Phase 3) PreSales (Phase 4) PreSales Wrap Up	8	—	Our headquarters in Boca Raton, FL *
DAY FOUR			
Fitness Agenda & Expectations Live MBO Tutorial Orange 60 Overview ESP Programming, Visual Aid Roc My Run Fitness Programming and Events Fitness Staff Recruiting	8	—	Our headquarters in Boca Raton, FL *
DAY FIVE			
PreSales / Royalties/ Q&A Agenda & Expectations	4 75	—	Our headquarters in Boca Raton, FL *

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Accounting and Royalties			
Guest Franchisee			
Q&A			
Totals	**33**	—	

* Portions of initial training may be provided via online "e-learning" modules through Orange University, our Learning Management Software System ("LMS")

As of the date of this disclosure document, our initial training program occurs every month, however, the training schedule may change throughout the year All such training will be conducted at our corporate headquarters and may also include e-learning modules You are responsible for the travel and living expenses incurred by the trainees in connection with initial training, and the training for certain of the individuals may be staggered, as we determine If any substitute or additional trainees receive any training, we may charge you our standard training fee (currently, $1,000 per person for each session)

The time periods allocated to the subjects listed above are approximations, and the time actually spent by you and your personnel may vary based on the experience and performance of those persons being trained The instructional materials used in the initial training will consist primarily of our Manuals, marketing and promotional materials, videos and other handouts Our training is conducted by the following employees Their experience relating to the subjects taught and with respect to the operation of ORANGE THEORY® Studios are as follows

David Long is one of our co-founders and was appointed our Manager and Chief Executive Officer on February16, 2016 Prior to that, he was our Chief Executive Officer since our inception in August 2009 He has 12 years of experience in the subjects he is teaching See Item 2 for additional information regarding his experience

Jerome Kern is one of our co-founders and was appointed our Manager on February 16, 2016 Prior to that, he was our President beginning in mid-2012, and our Vice President of Sales from our inception in August 2009 until mid-2012 He has 12 years of experience in the subjects he is teaching See Item 2 for additional information regarding his experience

Ellen Latham is one of our co-founders and was appointed our Manager on February 16, 2016 Prior to that, she was our Director and Vice President of Fitness since our inception in August 2009 She has 30 years of experience in the subjects she is teaching See Item 2 for additional information regarding her experience

Paul Reuter has been our Vice President of Sales and AR Development since January 2016 Prior to that, he was our Director of Sales and AR Development since July 2011 He has approximately 13 years of experience in the subjects he is teaching See Item 2 for additional information regarding his experience

Daniel Adelstein has been our Vice President of Real Estate and Franchise Development since January 2016 Prior to that, he was our Director of Real Estate and Franchise Development since

January 2013 He has approximately 7 years of experience in the subjects he is teaching See Item 2 for additional information regarding his experience

Leslie Daley has been our Chief Learning Officer since January 2016 She has more than 27 years of overall experience in the health and fitness industry, specifically focusing on organizational and learning development See Item 2 for additional information regarding her experience

Rory Ellis has been our Director of Design and Construction since July 2016 Prior to that he was our Construction and Design Project Manager He has 15 years of overall experience in the subjects he is teaching See Item 2 for additional information regarding his experience

Bill Gaebel has been our Director of Equipment Solutions since October 2016 Prior to that, he was our Equipment Manager He has 15 years of overall experience in the subjects he is teaching See Item 2 for additional information regarding his experience

Kris Tucker has been our Director of IT since March 2015 He has 14 years of overall experience in the information technology field specific to the subjects he is teaching See Item 2 for additional information regarding his experience

Manny Ceara has been our National Director of Sales and Operations since September 2016 He has 3 years overall experience in the subjects he is teaching See Item 2 for additional information regarding his experience

Kevin Keith has been our Chief Brand Officer since March 2017 He has over 15 years of overall experience in marketing and topics specific to the subjects he is teaching See Item 2 for additional information regarding his experience

Additional employees who have experience in some facet of the operation of an ORANGE THEORY® Studio (for example, opening, operations or systems management) may also assist in training Such persons generally have a minimum of at least 12 months' experience with our system or have numerous years of training in a corporate and/or franchise capacity

We may require you, your owners, your managers and other employees to attend additional, periodic or refresher training programs and seminars at the times and locations we designate or through e-learning modules available on Orange University We may charge you a fee for these additional training programs and seminars You will be responsible for all expenses incurred by you, your owners and your employees in connection with this additional training, including costs of travel, lodging, meals and wages At least once per year, we may require your lead trainer to complete our then-current lead trainer program We will not charge tuition for this program, but you must pay for your lead trainer's wages, travel and living expenses

Presales Training

If this is your first ORANGE THEORY® Studio, you, along with all operators and employees of your Studio, must successfully complete our initial Presales Training program to our satisfaction before your Studio begins selling memberships in presales We will provide initial Presales Training at a fixed fee of $3,900 to all you, all of your owners and employees of the Studio

Our current Presales Training program lasts 4 days and is presently conducted onsite at your Studio's presales location If an Area Representative is located in your market, training may be provided

by such Area Representative at an ORANGETHEORY® Studio that we have certified as a training facility See Exhibit K for more information regarding our Area Representatives

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

PRESALES TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
BLOCK ONE			
Owner/Studio Manager Meet & Greet	1	—	Onsite at presales location
Review Staff Responsibilities (Including Owner)	1	—	Onsite at presales location
Staff Assessment	1	—	Onsite at presales location
Goal Planning and Expectations	1	—	Onsite at presales location
BLOCK TWO			
Welcome to Orangetheory Fitness Fitness 101	1	—	Onsite at presales location
The OTF Difference	25	—	Onsite at presales location
What is Orangetheory Fitness?	1	—	Onsite at presales location
30 Second Sales Pitch Practical Training	—	25	Onsite at presales location
Business Policies Presales Timeline	1	—	Onsite at presales location
Adopting a Presales Mindset	1	—	Onsite at presales location
Goal Planning & Daily Production Model	1	—	Onsite at presales location
Presales Pricing & Sales 101	1	—	Onsite at presales location
Purpose of Presales	1	—	Onsite at presales location
Sales Tools	1	—	Onsite at presales location
BLOCK THREE			
Lead Generation & Marketing 101	1	—	Onsite at presales location
Lead Management & Follow Up Strategy	1	—	Onsite at presales location
Introduction to MBO	1	—	Onsite at presales location
Exploring MBO	—	25	Onsite at presales location
Capturing Phone Leads	1	—	Onsite at presales location
Telephone Inquiry Practical Training	—	50	Onsite at presales location
Setting Appointments	1	—	Onsite at presales location
Selling Memberships	1	—	Onsite at presales location
Membership Agreement & Client Intake Forms	1	—	Onsite at presales location
Sales Practical Training	—	1	Onsite at presales location
BLOCK FOUR			
Business to Business Relationships	1	—	Onsite at presales location
Presales Site Table Review	1	—	Onsite at presales location
Market Presence	1	—	Onsite at presales location
Engaging the Community	1	—	Onsite at presales location
Digital Communication	1	—	Onsite at presales location
Presales Tent Team Practical	—	30	Onsite at presales location

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Outreach Strategy	1	—	Onsite at presales location
Exam	—	1	Onsite at presales location
TOTALS	**25 25**	**3.3**	

ITEM 12

TERRITORY

The Franchise Agreement grants you the right to operate a single ORANGE THEORY® Studio at a specific location that you select and we approve, in our sole discretion The approved site must be located within a defined geographic area (no fixed radius) (the "**Territory**") that we will determine based on various market and economic factors, such as population, traffic flow, presence of businesses, location of competitors (including other ORANGE THEORY® Studios), demographic and other market conditions The Territory may be defined based on geographic boundaries, streets or other criteria, as we determine appropriate We will not approve a Territory that encompasses less than 7,500 Qualified Households, which is determined using a third party consumer analytics report based on metrics provided by us A "**Qualified Household**" is a household with a minimum combined income of $75,000, however, incomes may be adjusted by us to reflect different markets We will determine the Territory and insert a description (including a map) of the Territory in Exhibit A-1 of the Franchise Agreement prior to execution of the Franchise Agreement If the Site for your Studio is unknown when we enter into the Franchise Agreement, you must locate and secure an approved Site within your Territory acceptable to us within 4 months from the effective date of your Franchise Agreement We must approve the lease, sublease, or purchase agreement for the Site, including any LOI, in writing before you sign it

You must operate the Studio only at the accepted location and you may not relocate the Studio without obtaining our prior written consent If we consent to the relocation of the Studio, you must comply with our then-current standards for determining a new location for the Studio We have the right to charge you a relocation fee for the expenses we incur in connection with any relocation (See ITEM 6) We apply the same considerations for evaluation relocations of a Studio and the leasing of an additional site as we do for Studios and sites generally You may not actively solicit customers or advertise your Studio outside of your Territory (see Exhibit A-1 to your Franchise Agreement), unless we otherwise agree in writing All solicitations and advertisements must be principally directed to customers and potential customers within your Territory (see Exhibit A-1 to your Franchise Agreement) You may not provide services away from your Studio or ship products within or without your Territory (see Exhibit A-1 to your Franchise Agreement)

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

As long as you are in compliance with the Franchise Agreement, we will not operate, or grant to others the right to operate, an ORANGE THEORY® Studio the physical premises of which is located within your Territory, except that we may operate, or authorize others to operate, ORANGE THEORY® Studios within hotels, motels or resorts ("**Hotels**") located in your Territory, as long as such Studios only provide services to guests of the Hotel We and our affiliates also reserve all rights not expressly granted

to you under the Franchise Agreement, including the right to conduct any of the following activities, without any compensation to you

1 Establish and operate, and grant franchises or licenses to others to establish and operate, ORANGE THEORY® Studios or any other business using the Marks, the System or any variation of the Marks and the System, at any location outside the Territory, on such terms and conditions as we deem appropriate,

2 Develop or become associated with other concepts (including dual branding or other franchise systems) and grant franchises under such concepts, whether or not using the ORANGE THEORY® System or the Marks, for locations anywhere, except that we will give you a right of first refusal for any "**Concept Development Opportunity**" that has units or outlets physically located within your Territory, as described below,

3 Acquire (or be acquired by) or merge or affiliate with, or engage in any transaction with, other businesses (whether competitive or not), with units located anywhere Such transactions may include, without limitation, arrangements involving competing outlets and brand conversions (to or from the ORANGE THEORY® Marks and System), and you must participate at your expense in any conversion that we require for such purpose, and

4 Manufacture, distribute, market, ship, sell and provide any products or services identified by the Marks or any other trademarks to customers located anywhere, through any distribution channel or method (whether at retail or wholesale), including sales through catalogs, Internet (or any other form of e-commerce), mail order, kiosks and mass merchandise, even if you sell those products at your Studio, except that such sales will not be made from an ORANGE THEORY® Studio located in the Territory As one example, we have the right to sell ORANGE THEORY® merchandise through a nationwide retail chain, even if the chain has outlets or facilities located within your Territory On the other hand, you do not have any rights to sell products or provide services from any location other than your Studio

We and our affiliates reserve the right to sell any products or services through alternative distribution channels, including the Internet, to customers located within or outside of your Territory, under the Marks or different trademarks We are not required to pay you any compensation for soliciting or accepting orders from inside your Territory

If we develop or become associated with other concepts (including dual branding and/or other franchise systems), and such concept development opportunity involves the location of a physical unit inside the Territory for the distribution of competitive, fitness-related products and/or services (a "Concept Development Opportunity"), we will provide you with a right of first refusal to acquire the physical units or outlets that are or will be located in your Territory We will provide you written notice of a Concept Development Opportunity, and you will have 60 days to advise us in writing whether you wish to participate in the Concept Development Opportunity If you do not notify us within such 60-day period, then we may pursue such Concept Development Opportunity and/or grant any other person/entity the right to participate in such Concept Development Opportunity without any liability to you If you timely notify us in writing that you wish to participate in the Concept Development Opportunity, then we may condition your participation on compliance with any terms and conditions that we consider appropriate for the particular Concept Development Opportunity, in our business judgment Such conditions may include, but are not limited to, your execution of all agreements and related documents

that are then generally used by us in connection with the award of the applicable Concept Development Opportunity, payment of all initial fees and any other applicable fees, meeting any eligibility requirements as are then generally applied by us to candidates for that particular Concept Development Opportunity, and the execution by you (and your owners) of a general release, in a form prescribed by us, of any and all claims against us and our affiliates, and our and their respective owners, officers, directors, employees agents, successors and assigns If you do not meet the conditions applicable to the award of the Concept Development Opportunity and/or any opening requirements that may be included in any Concept Development Opportunity agreements, then we may pursue such Concept Development Opportunity and/or grant any other person/entity the right to participate in it, without any liability to you

We do not currently have affiliates that operate and/or franchise competitive concepts in the United States, but may in the future, and such health or fitness concepts may be established in close proximity to your Studio (subject to your right of first refusal for any Concept Development Opportunity located in the Territory)

You may sell products and services only from your Studio You have no rights to sell products through the Internet or worldwide web, mail order, or catalogs or through any other form of distribution channel or method You have no right to use the Marks in connection with any business other than an ORANGE THEORY® Studio We have the right to engage in any other activities not expressly prohibited in the Franchise Agreement

Other than the right of first refusal to acquire a Concept Development Opportunity, you have no right of first refusal or similar rights to acquire additional franchises or establish additional ORANGE THEORY® Studios Any rights that are not specifically granted to you under the Franchise Agreement are retained by us

We will not reduce the size of your Territory even if the population in it increases Likewise, we will not expand the size of your Territory if the population in it decreases However, you will be required to meet certain minimum performance levels during the term of your Franchise Agreement to retain exclusive rights in the Territory The Performance Standards are as follows

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

*Year 1 begins on the Actual Opening Date and ends on the first anniversary thereof Each subsequent year runs for the same 12-month period thereafter

If you do not achieve the Performance Standards during any year, then (i) you must pay to us the difference between the Royalties actually paid and the amount of Royalties you would have paid if you had met the Performance Standards, within 10 days of our invoice, and (ii) we may either (a) terminate your exclusive rights to the Territory, (b) reduce the scope of the geographic area comprising the Territory in which you will have exclusive rights, or (c) terminate the Franchise Agreement

You may not advertise on the Internet or establish or maintain any Website or any presence on the Internet without our prior written consent You may use the Internet to advertise only in compliance with the Franchise Agreement

ITEM 13

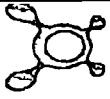
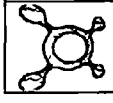
TRADEMARKS

Primary Trademark

We grant you the right to use certain trademarks, service marks and other commercial symbols in operating your Studio The primary trademarks we use are "ORANGE THEORY® and "OT FIT® "

Trademark Registration

The status of the registration of the principal trademarks on the Principal Register of the United States Patent and Trademark Office ("**USPTO**") is as follows

Mark	Registration No	Application No	Registration or Application Date	Class/Use
ORANGE THEORY	4091462		January 24, 2012	Providing fitness and exercise facilities, health club services
	4037579		October 11, 2011	Providing fitness and exercise facilities, health club services, namely, providing instructions and equipment in the field of physical exercise
ORANGETHEORY		87337213	February 15, 2017	Clothing, namely, headwear, tops, bottoms, shirts, sweatshirt, sweat pants, shorts, socks, footwear, wristbands
OT FIT	4099838		February 14, 2012	Providing fitness and exercise facilities, health club services, namely, providing instructions and equipment in the field of physical exercise
OTF	4233643		October 30, 2012	Providing fitness and exercise facilities, health club services, namely, providing instructions and equipment in the field of physical exercise
	4233649		October 30, 2012	Providing fitness and exercise Studios, health club services, namely, providing instructions and equipment in the field of physical exercise
	4455135		December 24, 2013	Clothing, namely, headwear tops, shirts, sweatshirts, sweat pants

Mark	Registration No	Application No	Registration or Application Date	Class/Use
DRIOTRI	4536361		May 27, 2014	Arranging and conducting athletic competitions in the nature of indoor triathlons
BASE PUSH ALL OUT	4746897		June 2, 2015	Physical fitness conditioning classes, instruction and training services
Orangetheory	4746587		June 2, 2015	Providing fitness and exercise facilitates, health club services, namely, providing instructions and equipment in the field of physical exercise
Otbeat	4834844		October 20, 2015	Heart rate monitors
Otbeat		87/243424	November 21, 2016	Hear rate monitors
Orangetheory FITNESS	5145461		February 21, 2017	Providing fitness and exercise facilities, health club services, namely providing instructions and equipment in the field of physical exercise
KEEP BURNING	5033221		August 30, 2016	Providing fitness and exercise facilities, health club services, namely providing instructions and equipment in the field of physical exercise

There are no agreements currently in effect which significantly limit our rights to use or license the use of the Marks in a manner material to the franchise There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringements, opposition or cancellation proceedings, or material litigation involving our principal trademarks All required affidavits have been filed

We do not have a federal registration for certain of our principal marks, namely Otbeat Therefore, this trademark does not have many legal benefits and rights as a federally regsitered trademark If our right to use this trademark is challenged, you may have to change them to an alternative trademark, which may increase your expenses

Use of the Marks

Your right to use the Marks (including any additional trademarks or service marks we authorize you to use) is derived solely from the Franchise Agreement and is limited to the operation of your Studio in accordance with the terms of the Franchise Agreement and the Manuals You may not use any Mark as part of any corporate or legal business name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we license to you), or in any modified form, nor may you use any Mark in connection with the sale of any unauthorized products or services, or in any other manner we have not expressly authorized in writing Additionally, your employees do not have rights to use the

Marks unless otherwise approved by us in writing It is your obligation to protect the use of the Marks and notify your employees of such policies

Infringements

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark You must fully cooperate with us with respect to our prosecution of any infringement claim or our defense of a claim that you are infringing the trademark rights of any third party We have the exclusive right to control any such prosecution or defense

Indemnification

We will indemnify, defend and hold you harmless from and against, and reimburse you for, all damages for which you are held liable to third parties in any proceeding arising out of your authorized use of any of the Marks, pursuant to and in compliance with your Franchise Agreement, resulting from claims by third parties that your use of any of the Marks infringes their trademark rights, in any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with the terms of your Franchise Agreement We will not indemnify you against the consequences of your use of the Marks unless such use is authorized and in accordance with your Franchise Agreement We have the right to control the defense of any proceeding arising from your use of any Mark, including the right to compromise, settle, or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim

Changes to the Marks

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

We do not actually know of either superior prior rights or infringing uses that could materially affect your use of our principal trademarks in any state

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We have no patents, pending patent applications, or registered copyrights that are material to the ORANGE THEORY® franchise described in this disclosure document However, 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, proprietary software and other copyrightable materials relating to the operation of ORANGE THEORY® Studios and the System Additionally, we have applied for registered copyrights for our OTFitbook containing our workout templates

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 owners must agree not to communicate or use our confidential information, including our Manuals and any other information we create or approve for use in operating the Studio, for the benefit of anyone else during or after the term of the Franchise Agreement

You must not copy, record or otherwise reproduce these materials, or make them available to any unauthorized person You may divulge this confidential information only to your employees who need it to operate your ORANGE THEORY® Studio Certain individuals having access to our confidential information, including your managers and owners, may be required to sign nondisclosure and non-competition agreements in a form we approve

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

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

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We do not require, but do recommend, that you (or your managing owner) personally supervise your Studio You must designate a full-time, on-premises manager who (a) devotes his or her full working-time-and-best efforts-to-the day-to-day, on-premises operations of the Studio, (b) has satisfactorily completed our management training program, and (c) is not engaged in any other business endeavor (except passive investments which do not interfere with his or her duties as manager) You must ensure that your managers agree to comply with the Franchise Agreement's confidentiality and non-competition provisions Unless we approve, no independent consultant or management company may manage the Studio The Studio's manager is not required to have an equity interest in the Studio (or in you)

We have the right to require you to obtain covenants against the use and disclosure of any confidential information and covenants not to compete from your owners (and any member of their immediate families or households), officers, directors, executives, managers or members of the professional staff and employees of your Studio who have received or will have access to our training or confidential information This nondisclosure and noncompetition agreement will prohibit them from directly or indirectly engaging in activities that compete with the operations of your Studio or any other ORANGE THEORY® Studio, disclosing our confidential and proprietary information and trade secrets, and soliciting our employees and employees of other ORANGE THEORY® Studio franchisees All of the required covenants must be in substantially the form of Nondisclosure and Noncompetition Agreement attached as Exhibit J to this disclosure document If the individual is your manager or employee, then we will be a third party beneficiary with the right to enforce the covenants contained in such agreements

We also require each of your owners holding 15% or more of the legal or beneficial ownership interests in the franchise to personally guarantee your obligations to us under the Franchise Agreement, and we may also require such person's spouse to sign the Owner's Guaranty The current form of Owner's Guaranty is attached as Exhibit H to this disclosure document All other owners must sign a nondisclosure and noncompetition agreement in form satisfactory to us, as described above You must

also complete and deliver to us an Owner's Statement, in the form attached as Exhibit I to this disclosure document, which describes all of your owners and their interests in you

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must conduct the business operated at your Studio as required by the Manuals and the Franchise Agreement All products and services must conform to our standards and specifications (see ITEM 8) You must offer all products and services that we periodically require for ORANGE THEORY® Studios We restrict these required products and services to fitness and health-related services and authorized ORANGE THEORY® branded products, as specified in the confidential Manuals or other written directives We have the right to add additional authorized products and services that you must offer This means that we have the right to require you to offer the required products and services that we prescribe and that we determine are appropriate for ORANGE THEORY® Studios Except as otherwise described below, there is no limit on our right to do so

The term "**Ancillary Business Operations**" means business activities that we periodically specify as being ancillary and optional to the main business of the Studio, those which we must approve, and those which independent contractors (rather than a Studio employee) may traditionally perform Ancillary Business Operations include activities like massage services, chiropractic services and physical therapy services We may specify in the Manuals and periodically modify those business activities that will be Ancillary Business Operations "**Core Business Operations**" means all business activities of or associated with the Studio that are not Ancillary Business Operations Core Business Operations include activities like the Studio's front desk and membership operations, all cardio and weight training functions, personal training services and group exercise Your Studio must offer or perform (as applicable) all Core Business Operations, as we periodically modify them

You and your employees must perform all Core Business Operation at the Studio, and you may not contract with or allow any third party, including any licensee, lessee, consultant or other independent contractor (a "**Contractor**"), to perform any Core Business Operations You must periodically at our request provide us information concerning your Studio's Core Business Operations, Ancillary Business Operations and relationships with Contractors

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

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

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

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

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

e If a Contractor performs the Ancillary Business Operations within your Studio, such Contractor must provide you an insurance binder, evidencing that the Contractor is fully insured, and naming both you and us as additional insured

We have the right to modify System Standards which may accommodate regional or local variations, and any such modifications may obligate you to invest additional capital in the Studio ("**Capital Modifications**") and/or incur higher operating costs, provided, however, that such modifications will not (a) occur within 12 months of opening your Studio, or (b) alter your fundamental status and rights under your Franchise Agreement We will give you 30 days to comply with Capital Modifications but if a Capital Modification requires an expenditure of more than $5,000, we will give you 60 days to comply Capital Modifications are in addition to costs you incur to repair, replace or refurbish your equipment and fixtures (you must replace your equipment every 3-4 years, as prescribed by us in the Manuals or otherwise) In addition, Capital Modifications do not include expenditures you are required or choose to make to comply with applicable laws, governmental rules or regulations (e g , ADA compliance)

You must comply with all applicable laws and regulations and obtain all appropriate governmental approvals for the franchise You must operate your Studio in conformity with the methods, standards and specification we prescribe to maintain uniformity within our system and to provide the highest degree of quality and service You must not deviate from our standards and specifications without our prior written consent

You must comply with the reciprocity and transfer programs we implement, as we periodically modify them We do not impose any other restrictions in the Franchise Agreement or otherwise, as to the goods or services that you may sell or as to the customers to whom you may offer such goods or services (see ITEM 8)

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section In Franchise Or Other Agreement	Summary
a Length of the	Section 1(b)	10 years

	Provision	Section In Franchise Or Other Agreement	Summary
	franchise term		
b	Renewal or extension of the term	Section 2(a)	If you meet requirements, you can renew for 1 additional consecutive term of 10 years Any later granting of subsequent successor franchises will be governed by the terms of the successor franchise agreement
c	Requirements for franchisee to renew or extend	Section 2(a) – 2(c)	We do not allow you to "renew" the Franchise Agreement, but we do grant you the right (subject to satisfaction of the conditions described below) to acquire a successor franchise, which requires you to sign our then-current form of Franchise Agreement which may be materially different than the form attached to this disclosure document Conditions include, among others You must give 6 months notice, repair and update equipment and Studio premises, not be in breach of any Agreement with us or our affiliates, have the right to remain in possession of Studio premises, have satisfied all monetary obligations to us and our affiliates, pay successor franchise fee, sign current Franchise Agreement and general release, comply with current qualification and training requirements, and complete any retraining program we may require
d	Termination by franchisee	Section 16(a)	You can terminate only if we fail to cure a default under the Franchise Agreement within 30 days after you give us written notice or, if the breach cannot be cured within 30 days, we provide you with reasonable evidence of our effort to correct such breach within a reasonable time period
e	Termination by franchisor without cause	None	Not Applicable
f	Termination by franchisor with cause	Section 16(b)	We can terminate only if you default or if certain events (described in (g) and (h) below) occur In some instances, you will have an opportunity to cure the default
g	"Cause" defined - curable defaults	Section 16(b)	Failure to comply with any provision of the Franchise Agreement not covered in (h) below You have 30 days after we give you written notice to cure the default
h	"Cause" defined - non-curable defaults	Section 16(b)	Non-curable defaults include, among others You or your owners make any misrepresentations or omissions to us, you fail to locate a suitable site and sign a lease for the location within the required time period, you fail to open the Studio by the Mandatory Opening Date, you abandon the Studio

	Provision	Section In Franchise Or Other Agreement	Summary
			or lose possession of the Site, you or your owners make an unauthorized transfer, you or your owners are convicted of a felony or other serious crime that may have an adverse effect on your Studio or the Marks, a lender forecloses a lien on a substantial and material portion of the Studio's assets, you or your owners misappropriate any confidential information or violate any competitive restrictions, you violate any material law and do not cure such violation within the time period prescribed by governmental authority, you fail to report Gross Sales or make payments to us or our affiliates and do not cure such failure within 5 days after notice, you knowingly collect monies outside of the system or fail to report sales, you fail to maintain the required insurance and do not correct such failure within 5 days after notice, you fail to pay federal or state income taxes, you default under the Franchise Agreement or any other agreement with us or our affiliates 3 times within 12 months, whether or not such breaches are timely cured, you repeatedly fail to timely pay amounts owed to suppliers, we terminate any other franchise agreement or other agreement granted to you or your affiliates, you make an assignment for the benefit of creditors or become insolvent, or you fail to comply with any other provision of the Franchise Agreement and do not cure within 30 days after notice
i	Franchisee's obligations on termination/non-renewal	Section 17(a) - 17(g)	Obligations include, among others You must cease operating the Studio, cease using the Marks and System, completely de-identify the business, pay all amounts due to us or our affiliates, return all Manuals and software and other proprietary materials, and comply with confidentiality requirements and post-term restrictive covenants
j	Assignment of contract by franchisor	Section 10(a)	No restriction on our right to assign
k	"Transfer" by franchisee - defined	Section 10(b)	Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Studio or you (if you are not a natural person)
l	Franchisor approval of transfer by franchisee	Section 10(b)	You must obtain our consent before transferring any interest in the assets of the Studio, the Franchise Agreement, or in you (if you are not a natural person)

	Provision	Section In Franchise Or Other Agreement	Summary
m	Conditions for franchisor approval of transfer	Section 10(c)	Conditions include, among others You must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release and pay a transfer fee Transferee must meet our criteria, assume all obligations, attend training, renovate or modernize the Studio and sign our then-current form of Franchise Agreement
n	Franchisor's right of first refusal to acquire franchisee's business	Section 10(e)	In the event of a proposed sale pursuant to a bona fide offer received from a third party, we have the option, within 15 days after receiving notice, to purchase the transferred interest on the same terms and conditions offered by the third party We also have a right of first refusal to purchase your or your owner's interest upon death or disability
o	Franchisor's option to purchase franchisee's business	Section 17(f)	If we terminate the Franchise Agreement, or you terminate Franchise Agreement without cause, we have the option to purchase the Studio from you, including the leasehold rights to the Site, for fair market value
p	Death or disability of franchisee	Section 11(a) – 11(b)	Upon death or disability, your (or your owner's) interest must be transferred to someone approved by us within a reasonable time (not to exceed 6 months) Such transfers are subject to the same terms and conditions as inter vivos transfers, except that we will not require payment of a transfer fee
q	Non-competition covenants during the term of the franchise	Section 14	You and your owners may not, directly or indirectly (a) have any interest as a disclosed or beneficial owner in any Competitive Business, (b) perform services for any Competitive Business, (c) recruit or hire any of our employees, or the employees of our affiliates, developers or franchisees, without first obtaining the written permission of such person's employer, (d) divert, or attempt to divert, any business or customer of the Studio to any competitor, or (e) do or perform any act injurious or prejudicial to the goodwill associated with the Marks and the System A "**Competitive Business**" means (i) any business activity involving any athletic or fitness center, health club, gymnasium, exercise or aerobics facility utilizing cardiovascular heart rate monitor equipment, an indoor or outdoor boot camp style fitness program, or one or more similar facilities or businesses offering health and fitness training to the public through access to classes, training personnel and/or fitness equipment, or one or more

	Provision	Section In Franchise Or Other Agreement	Summary
			similar facilities or businesses, or an entity that grants franchises or licenses for any of these types of businesses, or (ii) any business in which Confidential Information could be used to the disadvantage of us, our affiliates or other ORANGE THEORY® franchisees
r	Non-competition covenants after the franchise is terminated or expires	Section 17(d)	Covenants include, among others You and your owners are prohibited, for a period of 2 years following expiration or termination of the Franchise Agreement, from engaging in the conduct described above with respect to a business which is located within a 10-mile radius of the Studio or within a 10-mile radius of any other ORANGE THEORY® Studio in operation or under development on the date of termination or expiration of the Franchise Agreement
s	Modification of the agreement	Section 19(b)	You must comply with Manuals as amended Franchise Agreement may not be modified unless mutually agreed to in writing, except we may reduce scope of covenants
t	Integration/merger clause	Section 22(f)	Only the terms of the Franchise Agreement are binding (subject to applicable state law) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable
u	Dispute resolution by arbitration or mediation	Sections 20 and 21	Except for certain claims, all disputes must be mediated at a mutually agreeable location, or at our headquarters If a dispute cannot be resolved, it must be submitted to binding arbitration under the rules of the American Arbitration Association
v	Choice of forum	Section 22(b)	Arbitration proceedings will be held exclusively in Broward County, Florida Litigation in the state and federal courts with jurisdiction over Broward County, Florida (subject to applicable state law)
w	Choice of law	Section 22(a)	Except for federal law, Florida law applies (subject to applicable state law)

State Addenda and Riders appear in Exhibit G

ITEM 18

PUBLIC FIGURES

We do not use any public figures to promote our franchise

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

All ORANGE THEORY® Studios offer substantially the same products and services to the public None of them received any services not generally available to our franchisees, and substantially the same services will be offered to new franchisees, except our affiliates receive centralized accounting, financial, and management services

We obtained the gross revenue figures from the point-of-sale computer systems utilized by our affiliates and franchisees We obtained the information on the number of active clients from the same point-of-sale computer system utilized by our affiliates and franchisees Neither we nor an independent accountant has independently audited or verified the information

This information may not be representative of the ORANGE THEORY® Studios in any other years Gross revenue and membership figures for any new ORANGE THEORY® Studio may be substantially lower during the first year of operations

2016 AVERAGE ANNUAL GROSS REVENUE AND AVERAGE NUMBER OF ACTIVE MEMBERS

The following information shows the 2016, average annual gross revenue and average number of active members for franchised and affiliate-owned ORANGE THEORY® Studios that were open and in operation for either (a) 24 months or longer as of December 31st or (b) more than 12 months but less than 24 months as of December 31st Studios that were in operation for less than 12 full months during 2016, are not included in this financial performance representation

As of December 31, 2016, there were 570 ORANGE THEORY® Studios in operation, which includes 12 affiliate-owned Studios and 558 franchised Studios Of the 570 ORANGE THEORY® Studios in operation at the end of 2016 (a) 152 of them (including 6 affiliate-owned Studios and 146 franchised Studios) were open at least 24 months as of December 31st, and (b) 154 of them (including 5 affiliate-owned Studios and 149 non-affiliate franchised Studios) were open more than 12 months but less than 24 months as of December 31st The remaining Studios were open and operating less than 12 full months as of December 31, 2016 and, thus, are not included in the 2016 charts that appear below

AFFILIATE-OWNED OUTLETS IN OPERATION AT LEAST 24 MONTHS AS OF DECEMBER 31, 2016 [1]

Calendar Year 2016		
Annual Average		Number and Percentage of Studios

Calendar Year 2016		
		Exceeding the Average
Average Gross Revenue [2]	$1,086,309	3 out of 6 (50%)
Median Gross Revenue	$989,648	N/A
Average Number of Active Members [3]	820	3 out of 6 (50%)
Median Number of Active Members	735	N/A

(1) This includes 6 Studios that were open for at least 24 full months as of December 31, 2016

(2) "Gross Revenue" means all revenue derived from sales of products and services to members of the ORANGE THEORY® Studio

(3) An "Active Member" is a client that is current in paying membership fees or a customer with an active membership package as of December 31, 2016

(4) The high gross revenue was $1,608,196 and the low was $779,286

AFFILIATE-OWNED OUTLETS IN OPERATION FOR MORE THAN 12 MONTHS BUT LESS THAN 24 MONTHS AS OF DECEMBER 31, 2016 [1]

Calendar Year 2016		
Annual Average		Number and Percentage of Studios Exceeding the Average
Average Gross Revenue [2]	$1,061,650	2 out of 5 (40%)
Median Gross Revenue	$1,061,635	N/A
Average Number of Active Members [3]	775	2 out of 5 (40%)
Median Number of Active Members	721	N/A

(1) As of December 31, 2016, there were 12 Studios owned and operated by our affiliates As of December 31, 2016, 6 of these Studios were in operation for more than 24 months, 5 of these Studios were in operation for more than 12 months but less than 24 months, and 1 of these Studios was in operation for less than 12 months

(2) "Gross Revenue" means all revenue derived from sales of products and services to members of the ORANGE THEORY® Studio

(3) An "Active Member" is a client that is current in paying membership fees or a customer with an active membership package as of December 31, 2016

(4) The high gross revenue was $1,331,893 and the low was $816,397

FRANCHISED OUTLETS IN OPERATION AT LEAST 24 MONTHS AS OF DECEMBER 31, 2016 [1]

Calendar Year 2016		
Annual Average		Number and Percentage of Studios Exceeding the Average
Average Gross Revenue [2]	$1,153,818	64 out of 146 (44%)
Median Gross Revenue	$1,117,759	N/A
Average Number of Active Members [3]	863	62 out of 146 (43%)
Median Number of Active Members	816	N/A

(1) This includes 146 franchised Studios that were open for at least 24 full months as of December 31, 2016

(2) "Gross Revenue" means all revenue derived from sales of products and services to members of the ORANGE THEORY® Studio

(3) An "Active Member" is a client that is current in paying membership fees or a customer with an active membership package as of December 31, 2016

(4) The high gross revenue was $2,152,310 and the low was $473,829

FRANCHISED OUTLETS IN OPERATION FOR MORE THAN 12 MONTHS BUT LESS THAN 24 MONTHS AS OF DECEMBER 31, 2016 [1]

Calendar Year 2016		
Annual Average		Number and Percentage of Studios Exceeding the Average
Average Gross Revenue [2]	$1,038,999	69 out of 149 (46%)
Median Gross Revenue	$989,286	N/A
Average Number of Active Members [3]	751	72 out of 149 (48%)
Median Number of Active Members	732	N/A

(1) This includes 149 franchised Studios that were open for at least 12 full months but less than 24 full months as of December 31, 2016

(2) "Gross Revenue" means all revenue derived from sales of products and services to members of the ORANGE THEORY® Studio

(3) An "Active Member" is a client that is current in paying membership fees or a customer with an active membership package as of December 31, 2016

(4) The high gross revenue was $2,185,715 and the low was $261,652

2015 AVERAGE ANNUAL GROSS REVENUE AND AVERAGE NUMBER OF ACTIVE MEMBERS

The following information shows the 2015, average annual gross revenue and average number of active members for franchised and affiliate-owned ORANGE THEORY® Studios that were open and in operation for either (a) 24 months or longer as of December 31st or (b) more than 12 months but less than 24 months as of December 31st Studios that were in operation for less than 12 full months during 2015, are not included in this financial performance representation As of February 16, 2016, the affiliate-owned Studios are owned and operated by wholly-owned subsidiaries of our affiliate, OTF Studios

As of December 31, 2015, there were 318 ORANGE THEORY® Studios in operation, which includes 11 affiliate-owned Studios and 307 franchised Studios Of the 318 ORANGE THEORY® Studios in operation at the end of 2015 (a) 60 of them (including 3 affiliate-owned Studios and 57 franchised Studios) were open at least 24 months as of December 31st, and (b) 92 of them (including 3 affiliate-owned Studios and 89 non-affiliate franchised Studios) were open more than 12 months but less than 24 months as of December 31st The remaining Studios were open and operating less than 12 full months as of December 31, 2015 and, thus, are not included in the 2015 charts that appear below

AFFILIATE-OWNED OUTLETS IN OPERATION AT LEAST 24 MONTHS AS OF DECEMBER 31, 2015 (1)

Calendar Year 2015		
Annual Average		Number and Percentage of Studios Exceeding the Average
Average Gross Revenue (2)	$1,155,156	1 out of 3 (33%)
Median Gross Revenue	$906,761	N/A
Average Number of Active Members (3)	912	1 out of 3 (33%)
Median Number of Active Members	722	N/A

(1) This includes 3 Studios that were open for at least 24 full months as of December 31, 2015

(2) "Gross Revenue" means all revenue derived from sales of products and services to members of the ORANGE THEORY® Studio

(3) An "Active Member" is a client that is current in paying membership fees or a customer with an active membership package as of December 31, 2015

(4) The high gross revenue was $1,672,758 and the low was $886,008

AFFILIATE-OWNED OUTLETS IN OPERATION FOR MORE THAN 12 MONTHS BUT LESS THAN 24 MONTHS AS OF DECEMBER 31, 2015 [1]

Calendar Year 2015		
Annual Average		Number and Percentage of Studios Exceeding the Average
Average Gross Revenue [2]	$946,593	1 out of 3 (33%)
Median Gross Revenue	$943,193	N/A
Average Number of Active Members [3]	753	2 out of 3 (66%)
Median Number of Active Members	819	N/A

(1) As of December 31, 2015, there were 11 Studios owned and operated by our affiliates As of December 31, 2015, 3 of these Studios were in operation for more than 24 months, 3 of these Studios were in operation for more than 12 months but less than 24 months, and 5 of these Studios were in operation for less than 12 months

(2) "Gross Revenue" means all revenue derived from sales of products and services to members of the ORANGE THEORY® Studio

(3) An "Active Member" is a client that is current in paying membership fees or a customer with an active membership package as of December 31, 2015

(4) The high gross revenue was $1,277,479 and the low was $619,105

FRANCHISED OUTLETS IN OPERATION AT LEAST 24 MONTHS AS OF DECEMBER 31, 2015 [1]

Calendar Year 2015		
Annual Average		Number and Percentage of Studios Exceeding the Average
Average Gross Revenue [2]	$1,024,835	24 out of 57 (42%)
Median Gross Revenue	$954,495	N/A
Average Number of Active Members [3]	835	23 out of 57 (40%)
Median Number of Active Members	783	N/A

(1) This includes 57 franchised Studios that were open for at least 24 full months as of December 31, 2015

(2) "Gross Revenue" means all revenue derived from sales of products and services to members of the ORANGE THEORY® Studio

(3) An "Active Member" is a client that is current in paying membership fees or a customer with an active membership package as of December 31, 2015

(4) The high gross revenue was $1,723,057 and the low was $422,775

FRANCHISED OUTLETS IN OPERATION FOR MORE THAN 12 MONTHS BUT LESS THAN 24 MONTHS AS OF DECEMBER 31, 2015 (1)

Calendar Year 2015		
Annual Average		Number and Percentage of Studios Exceeding the Average
Average Gross Revenue (2)	$919,441	39 out of 89 (44%)
Median Gross Revenue	$894,344	N/A
Average Number of Active Members (3)	754	44 out of 89 (49%)
Median Number of Active Members	744	N/A

(1) This includes 89 franchised Studios that were open for at least 12 full months but less than 24 full months as of December 31, 2015

(2) "Gross Revenue" means all revenue derived from sales of products and services to members of the ORANGE THEORY® Studio

(3) An "Active Member" is a client that is current in paying membership fees or a customer with an active membership package as of December 31, 2015

(4) The high gross revenue was $1,957,366 and the low was $419,301

The gross revenue and membership figures are based on the historical results from existing and operating ORANGE THEORY® Studios

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

The gross revenue and membership of ORANGE THEORY® Studios are affected by seasonality However, not every ORANGE THEORY® Studio will be similarly affected by seasonality due to a wide variety of factors, including location, proximity to tourist destinations and "snowbird" communities, population density of year-round residents, geographic location in winter-weather climates, market draw, local advertising, and management efforts

We have written substantiation in our possession to support the information above Written substantiation of the information used in preparing this financial performance representation will be made available to you upon reasonable request

You should utilize the services of an accountant or other financial professional to help you if you want to prepare budgets or projections You should consult other sources for financial information, including your financial advisers and our franchisees in order to compare sales experience and to obtain

additional information necessary for you to develop estimates of the sales, costs, expenses, earnings and profits of ORANGE THEORY® Studios

The fitness industry is intensely competitive based on numerous factors, including membership rates, service, location, types of services offered, and other factors The performance of your ORANGE THEORY® Studio will be affected by the region in which you operate, your competitors, and the success you have in marketing and managing your operations

Other than the preceding financial performance representation, 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 David Carney, 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487, (954) 530-6903, the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No 1
System-wide Outlet Summary
For Fiscal Years Ended December 31, 2014, 2015 and 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	63	152	+89
	2015	152	307	+155
	2016	307	511	+204
Company-Owned [1]	2014	3	6	+3
	2015	6	11	+5
	2016	11	12	+1
Total Outlets	**2014**	**66**	**158**	**+92**
	2015	**158**	**318**	**+160**
	2016	**318**	**523**	**+205**

NOTES

[1] These ORANGE THEORY® Studios are owned and operated by our affiliates We do not operate any of the Studios

Table No 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Fiscal Years Ended December 31, 2014, 2015 and 2016

State	Year	Number of Transfers
Arizona	2014	0
	2015	1
	2016	0
California	2014	0
	2015	0
	2016	2
Colorado	2014	0
	2015	1
	2016	0
Florida	2014	1
	2015	3
	2016	7
Georgia	2014	0
	2015	4
	2016	4
Illinois	2014	0
	2015	1
	2016	0
Massachusetts	2014	0
	2015	0
	2016	1
Michigan	2014	0
	2015	0
	2016	2
Minnesota	2014	1
	2015	0
	2016	0
Missouri	2014	0
	2015	2
	2016	0
Nevada	2014	0
	2015	3
	2016	6
New Jersey	2014	0
	2015	1
	2016	1
New York	2014	1
	2015	1
	2016	1
North Carolina	2014	0
	2015	0
	2016	1
Oregon	2014	0
	2015	3
	2016	0
Pennsylvania	2014	0
	2015	1
	2016	0

State	Year	Number of Transfers
South Carolina	2014	0
	2015	0
	2016	3
Texas	2014	0
	2015	2
	2016	4
Washington	2014	0
	2015	2
	2016	1
Total	**2014**	**3**
	2015	**25**
	2016	**33**

Table No 3
Status of Franchised Outlets
For Fiscal Years Ended December 31, 2014, 2015 and 2016

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Alabama	2014	0	0	0	0	0	0	0
	2015	0	3	0	0	0	0	3
	2016	3	5	0	0	0	0	8
Alaska	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Arizona	2014	9	5	0	0	0	0	14
	2015	14	5	0	0	0	0	19
	2016	19	4	0	0	0	0	23
Arkansas	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	2	0	0	0	0	3
California	2014	4	11	0	0	0	0	15
	2015	15	22	0	0	0	0	37
	2016	37	25	0	0	0	0	62
Colorado	2014	7	7	0	0	0	0	14
	2015	14	2	0	0	0	0	16
	2016	16	6	0	0	0	0	22
Connecticut	2014	0	2	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	2	0	0	0	0	4
Delaware	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
District of Columbia	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Florida	2014	23	21	0	0	0	0	44
	2015	45	19	0	0	0	0	65
	2016	64	17	0	0	0	0	81
Georgia	2014	3	8	0	0	0	0	11
	2015	11	12	0	0	0	0	23
	2016	23	7	0	0	0	0	30

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Hawaii	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	2	0	0	0	0	2
Idaho	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
Illinois	2014	2	4	0	0	0	0	6
	2015	6	13	0	0	0	0	19
	2016	19	11	0	0	0	0	30
Indiana	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	4	0	0	0	0	5
Iowa	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	1	0	0	0	0	2
Kansas	2014	1	0	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	2	0	0	0	0	4
Kentucky	2014	0	1	0	0	0	0	1
	2015	1	2	0	0	0	0	3
	2016	3	1	0	0	0	0	4
Louisiana	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	1	0	0	0	0	2
Maine	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
Maryland	2014	0	1	0	0	0	0	1
	2015	1	2	0	0	0	0	3
	2016	3	2	4	0	0	0	5
Massachusetts	2014	0	1	0	0	0	0	1
	2015	1	2	0	0	0	0	3
	2016	3	4	0	0	0	0	7
Michigan	2014	0	2	0	0	0	0	2
	2015	2	3	0	0	0	0	5
	2016	5	3	0	0	0	0	8
Minnesota	2014	3	1	0	0	0	0	4
	2015	4	1	0	0	0	0	5
	2016	5	3	0	0	0	0	8
Mississippi	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	1	0	0	0	0	2
Missouri	2014	0	1	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	2	0	0	0	0	4
Montana	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Nebraska	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	1	0	0	0	0	2
Nevada	2014	0	2	0	0	0	0	2
	2015	2	1	0	0	0	0	3
	2016	3	1	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
New Hampshire	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	3	0	0	0	0	4
New Jersey	2014	2	2	0	0	0	0	4
	2015	4	3	0	0	0	0	7
	2016	7	3	0	0	0	0	10
New Mexico	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	2	0	0	0	0	2
New York	2014	1	1	0	0	0	0	2
	2015	2	7	0	0	0	0	9
	2016	9	11	0	0	0	0	20
North Carolina	2014	0	3	0	0	0	0	3
	2015	3	5	0	0	0	0	8
	2016	8	7	0	0	0	0	15
North Dakota	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Ohio	2014	0	1	0	0	0	0	1
	2015	1	3	0	0	0	0	4
	2016	4	12	0	0	0	0	16
Oklahoma	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
Oregon	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	5	0	0	0	0	6
Pennsylvania	2014	1	1	0	0	0	0	2
	2015	2	5	0	0	0	0	7
	2016	7	6	0	0	0	0	13
Rhode Island	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
South Carolina	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	1	0	0	0	0	2
South Dakota	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Tennessee	2014	0	3	0	0	0	0	3
	2015	3	6	0	0	0	0	9
	2016	9	1	0	0	0	0	10
Texas	2014	1	9	0	0	0	0	10
	2015	10	14	0	0	0	0	24
	2016	24	22	0	0	0	0	46
Utah	2014	0	1	0	0	0	0	1
	2015	1	4	0	0	0	0	5
	2016	5	3	0	0	0	0	8
Virginia	2014	1	2	0	0	0	0	3
	2015	3	4	0	0	0	0	7
	2016	7	9	0	0	0	0	16
Washington	2014	0	1	0	0	0	0	1
	2015	1	3	0	0	0	0	4
	2016	4	6	0	0	0	0	10

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
West Virginia	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Wisconsin	2014	0	1	0	0	0	0	1
	2015	1	2	0	0	0	0	3
	2016	3	2	0	0	0	0	5
Totals	**2014**	**63**	**89**	**0**	**0**	**0**	**0**	**152**
	2015	**152**	**155**	0	0	0	0	**307**
	2016	**307**	**204**	0	0	0	0	**511**

Table No 4
Status of Company-Owned Outlets
For Fiscal Years Ended December 31, 2014, 2015 and 2016

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
California[1]	2014	0	0	0	0	0	0
	2015	0	2	0	0	0	2
	2016	2	0	0	0	0	2
Florida[1]	2014	3	3	0	0	0	6
	2015	6	1	0	0	0	7
	2016	7	0	0	0	0	7
New York[1]	2014	0	0	0	0	0	0
	2015	0	2	0	0	0	2
	2016	2	1	0	0	0	3
Totals	**2014**	**3**	**3**	**0**	**0**	**0**	**6**
	2015	**6**	**5**	**0**	**0**	**0**	**11**
	2016	**11**	**1**	0	0	0	**12**

NOTES

(1) These ORANGE THEORY® Studios are owned and operated by our affiliates We do not operate any of the Studios

Table No 5
Projected Openings as of December 31, 2016

State	Franchise Agreement Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (2017)	Projected New Company-Owned Outlets in the Next Fiscal Year (2017)
Alabama	2	2	0
Alaska	2	1	0
Arizona	8	8	0
Arkansas	0	0	0
California	58	31	5
Colorado	5	5	0
Connecticut	10	2	0

State	Franchise Agreement Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (2017)	Projected New Company-Owned Outlets in the Next Fiscal Year (2017)
Delaware	1	1	0
District of Columbia	2	2	0
Florida	22	12	1
Georgia	11	5	0
Hawaii	3	2	0
Idaho	1	0	0
Illinois	17	10	0
Indiana	6	3	0
Iowa	4	4	0
Kansas	4	3	0
Kentucky	1	1	0
Louisiana	5	5	0
Maine	0	0	0
Maryland	3	3	0
Massachusetts	15	7	0
Michigan	7	7	0
Minnesota	5	5	0
Mississippi	2	2	0
Missouri	12	3	0
Montana	3	2	0
Nebraska	1	0	0
Nevada	7	5	0
New Hampshire	2	0	0
New Jersey	17	6	0
New Mexico	2	1	0
New York	35	19	1
North Carolina	9	3	0
North Dakota	1	1	0
Ohio	11	7	0
Oklahoma	2	2	0
Oregon	12	6	0
Pennsylvania	10	3	0
Rhode Island	0	0	0
South Carolina	10	8	0
South Dakota	0	0	0
Tennessee	4	4	0
Texas	33	22	0
Utah	3	2	0
Vermont	0	0	0
Virginia	21	10	0
Washington	16	4	0
West Virginia	2	1	0
Wisconsin	1	1	0
Totals	**408**	**231**	**7**

Exhibit L-1 lists the name, business address, and business telephone number of each current franchisee as of December 31, 2016

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

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

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

During the last 3 fiscal years, no current or former franchisees or area developers have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our system

There are no franchisee organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this disclosure document

ITEM 21

FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit C are our audited financial statements for the fiscal years ended December 31, 2014, 2015 and 2016, and unaudited income statement and balance sheet for the 6-month period ended June 30, 2017

ITEM 22

CONTRACTS

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

1	Franchise Agreement (with attachments)	Exhibit B
2	Conditional Assignment of Telephone Numbers and Listings and Internet Addresses	Exhibit D
3	Form of Addendum to Lease Agreement	Exhibit E
4	Owner's Guaranty	Exhibit H
5	Owner's Statement	Exhibit I
6	Nondisclosure and Noncompetition Agreement	Exhibit J
7	Franchise Compliance Certificate	Exhibit M

ITEM 23

RECEIPTS

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

Ultimate Fitness Group, LLC
6000 Broken Sound Parkway NW, Suite 200
Boca Raton, Florida 33487
Attn Legal Department
(954) 530-6903

EXHIBIT A TO THE DISCLOSURE DOCUMENT

STATE AGENCIES AND ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

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

Our registered agent in the State of Delaware is

Paracorp Incorporated
2140 S Dupont Highway
Camden, DE 19934

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
California	Department of Business Oversight *Los Angeles* 320 West 4th Street Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 *Sacramento* 1515 K Street Suite 200 Sacramento, CA 95814-4052 (916) 445-7205 *San Diego* 1350 Front Street, Room 2034 San Diego, CA 92101-3697 (619) 525-4233 *San Francisco* One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565 Toll Free (866) 275-2676	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P O Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Securities Division 200 St Paul Place Baltimore, MD 21202-2020 (410) 576-7042	Maryland Commissioner of Securities 200 St Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn Franchise Section 525 W Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Minnesota	Minnesota Department of Commerce Market Assurance Division 85 7th Place East, Suite 500 St Paul, MN 55101-2198 (651) 296-6328	Commissioner of Commerce Minnesota Department of Commerce Market Assurance Division 85 7th Place East, Suite 500 St Paul, MN 55101-2198
New York	New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway, 23rd Floor New York, NY 10271 (212) 416-8211	Secretary of State The Division of Corporations One Commerce Plaza 99 Washington Avenue Albany, NY 12231-0001
North Dakota	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Securities 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-4823	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P O Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Director of Dept of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	

EXHIBIT B TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

ULTIMATE FITNESS GROUP, LLC

FRANCHISE AGREEMENT

Effective Date

Franchisee Name

Studio Number

Address of Studio

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EXHIBIT A-1 – Territory Map

ORANGE THEORY®
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("**Agreement**") is made effective as of _____, 20___ (the "**Effective Date**"), regardless of when the parties execute and date this Agreement, by and between **ULTIMATE FITNESS GROUP, LLC**, a Delaware limited liability company whose principal business address is 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "**us**," "**our**" or "**Franchisor**"), and _____ _____ a _____ whose principal business address is _____ _____ ("**you**," "**your**" or "**Franchisee**") Defined terms are found throughout this Agreement and in Section 24 herein

A We and our Affiliates have developed valuable and proprietary business formats and systems (collectively, the "**System**") used in developing and operating health and fitness studios (the "**Studios**") identified by the trade and service marks "ORANGE THEORY®", "OT FIT®", "OTF®" and associated logos and related commercial symbols that we periodically specify (the "**Marks**")

B We franchise others the right to establish and operate one or more ORANGE THEORY® Studios within defined territories You have applied for a franchise to own and operate a single ORANGE THEORY® Studio at a location that you select and we approve

C We wish to grant you such a franchise on the terms and conditions contained in this Agreement You will have the right to use the System and the Marks in operating a Studio as long as you comply with this Agreement and all System Standards (as defined in Section 24)

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

1 GRANT OF FRANCHISE

(a) GRANT

On the terms and conditions of this Agreement, we grant you a franchise ("**Franchise**") to operate one Studio, and to use the System and the Marks in its operation, at the Site identified in Exhibit A, which is located within the Territory described in Exhibit A and outlined on the map attached as Exhibit A-1 (your Territory as identified on the map will have no fixed radius) (If the Site has not been determined as of the Effective Date, it will be determined in accordance with Subsections 3(a) and 3(b) and listed on an Amended and Restated Exhibit A) At our option, we may require you to purchase a demographic analysis and/or map for your Territory The demographic analysis will contain demographic statistics such as population density, average household income, and other factors determined by us

(b) TERM

The term of the Franchise (the "**Term**") begins on the Effective Date and expires 10 years from such date, unless sooner terminated If we and you agree to the terms of a Successor Franchise pursuant to Section 2, then the Term will include the term of any Successor Franchise

(c) LOCATION

You may not operate the Studio from any location other than the Site without our prior written consent If you request and we consent to the relocation of the Studio, you will comply with our then-current relocation policies and procedures and reimburse us for our out-of-pocket costs and expenses promptly upon receipt of our invoice Any relocation of the Studio will be at your sole expense

(d) Territorial Rights, Exceptions for Hotels

Subject to the exceptions listed in this Subsection 1(d), our reservation of rights described in Subsection 1(e) below, and your compliance with this Agreement, during the Term, we and our Affiliates will not ourselves operate or authorize others to operate a Studio identified by the Marks the physical premises of which are located within your Territory However, notwithstanding the foregoing, we may operate and authorize others to operate Studios located at any hotels, motels, resorts or similar operations ("**Hotels**") the physical premises of which are located, or during the Term are built, within the Territory, whether such Studios operate under the Marks or other trademarks, provided that, if such Studios operate under the Marks, they will provide services only to guests of the Hotel

(e) Reservation of Rights

We reserve all rights not expressly granted to you in this Agreement Without limitation and without regard to proximity to the Studio, we and our Affiliates reserve the right, on such terms and conditions as we deem appropriate, ourselves or through authorized third parties (including our Affiliates), to

(i) establish and operate, and grant to other franchisees or licensees the right to establish and operate, ORANGE THEORY® Studios or any other business using the Marks, the System or any variation of the Marks and the System, in any location outside the Territory, on such terms and conditions as we deem appropriate,

(ii) develop or become associated with other concepts (including dual branding and/or other franchise systems), whether or not using the ORANGE THEORY® System and/or the Marks, and/or award franchises under such other concepts for locations anywhere, provided that if any such concept development opportunity involves the location of a physical unit or outlet inside the Territory for the distribution of competitive, fitness-related products or services ("**Concept Development Opportunity**"), we will provide you with a right of first refusal for such physical units or outlets located within your Territory, in accordance with subsection (vi) below,

(iii) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere Such transactions may include, but are not limited to, arrangements involving competing outlets and brand conversions (to or from the ORANGE THEORY® Marks and System) Such transactions are expressly permitted under this Agreement, and you agree to participate at your expense in any such conversion as may be required by us,

(iv) manufacture, distribute, market, ship, sell and provide products and services identified by the Marks or other trademarks, service marks, commercial symbols or emblems to customers located in the Territory through any distribution channel or method, including catalogs, mail order, Internet (or any other existing or future form of electronic commerce), kiosks or mass merchandise, irrespective of proximity to the Studio without compensation to you, provided,

however, that such sales will not be made from an ORANGE THEORY® Studio located in the Territory,

(v) engage in any other activity, action or undertaking that we are not expressly prohibited from taking under this Agreement,

(vi) A right of first refusal regarding a Concept Development Opportunity (as described in subsection (ii) above) will be processed as follows We will provide you written notice of a Concept Development Opportunity expected to be physically located in your Territory You will have 60 days in which to advise us in writing that you wish to participate in the Concept Development Opportunity If you do not notify us within such period, then we may pursue such Concept Development Opportunity and/or grant any other person/entity the right to participate in such Concept Development Opportunity without any liability to you If you timely notify us in writing that you do wish to participate in the Concept Development Opportunity, then we may condition your participation on compliance with such terms and conditions as we consider appropriate to the particular Concept Development Opportunity, in our business judgment Such conditions may include, but are not limited to, your execution of such agreements and related documents as are then generally used by us in connection with the award of the applicable Concept Development Opportunity, payment of all initial fees and any other applicable fees, meeting any eligibility requirements as are then generally applied by us to candidates for the applicable Concept Development Opportunity, and the execution by you (and your Owners) of a general release, in a form prescribed by us, of any and all claims against us and our Affiliates, and our and their respective owners, officers, directors, employees agents, successors and assigns If you do not meet the conditions applicable to the award of the Concept Development Opportunity and/or any opening requirements that may be included in any Concept Development Opportunity agreements, then we may pursue such Concept Development Opportunity and/or grant any other person/entity the right to participate in it, without any liability to you

(f) Performance Standards

We expect you to meet certain minimum performance levels during the Term of this Agreement (the "**Performance Standards**") Your Performance Standards in the Territory are as follows for the following time periods during the Term

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

*Year 1 begins on the Actual Opening Date and ends on the first anniversary thereof Each subsequent year runs for the same 12-month period thereafter

You must meet the Performance Standards for the Territory during each of the time periods specified in the chart above If you do not achieve the Performance Standards during any year, then (i) you must pay to us the difference between the Royalties actually paid and the amount of Royalties you would have paid if you had met the Performance Standards, within 10 days of our invoice, and (ii) we

may either (A) terminate your exclusive rights to the Territory, (B) reduce the scope of the geographic area comprising the Territory in which you will have exclusive rights, or (C) terminate this Agreement

(g) Acknowledgments

You acknowledge and agree that

(i) you have read this Agreement and our Franchise Disclosure Document,

(ii) you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at each ORANGE THEORY® Studio and to protect and preserve the goodwill of the Marks,

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

(iv) an investment in an ORANGE THEORY® Studio involves business risks,

(v) your business abilities and efforts are vital to the success of the venture,

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

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

(viii) we have advised you to have this Agreement reviewed and explained to you by an attorney

(h) Representations

You represent to us, as an inducement to our entry into this Agreement, that all statements you have made and all materials you have submitted to us in connection with your purchase of the franchise are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the franchise We have approved your request to purchase a franchise in reliance on all of your representations

(i) No Warranties

We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, sales, profits or success of the business venture contemplated by this Agreement or the extent to which we will continue to develop and expand the network of ORANGE THEORY® Studios You acknowledge and understand the following

(i) any statement regarding the potential or probable revenues, sales or profits of the business venture are made solely in the Franchise Disclosure Document delivered to you prior to signing this Agreement,

(ii) any statement regarding the potential or probable revenues, sales or profits of the business venture or statistical information regarding any existing ORANGE THEORY® Studio owned by us or our Affiliates or that is not contained in our Franchise Disclosure Document is unauthorized, unwarranted and unreliable and should be reported to us immediately, and

(iii) you have not received or relied on any representations about us or our franchising program or policies made by us, or our officers, directors, employees or agents, that are contrary to the statements made in our Franchise Disclosure Document or to the terms of this Agreement If there are any exceptions to any of the foregoing, you must (A) immediately notify our chief executive officer, and (B) note such exceptions by attaching a statement of exceptions to this Agreement prior to signing it

(j) **Business Entity**

If you are at any time a business organization ("**Business Entity**") (like a corporation, limited liability company or partnership) you agree and represent that

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

(ii) your organizational or governing documents will recite that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement,

(iii) the Owner's Statement will completely and accurately describe all of your owners and their interests in you A copy of our current form of Owner's Statement is attached as an exhibit to our Franchise Disclosure Document,

(iv) you and your owners agree to revise the Owner's Statement as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request (no ownership changes may be made without our approval),

(v) each of your Owners owning, directly or indirectly, at any time during the Term of this Agreement, 15% or more of the legal or beneficial interests in the Business Entity must sign and deliver to us our standard form of Owner's Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us At our option, we may require the spouses of such Owners to also sign the Owner's Guaranty A copy of our current form of Owner's Guaranty is attached as an exhibit to our Franchise Disclosure Document All other Owners will be required to sign a nondisclosure and noncompetition agreement in substantially the form attached as an exhibit to our Franchise Disclosure Document, and

(vi) at our request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of your owners and agents (like articles of incorporation or organization and partnership, operating or shareholder agreements)

2 GRANT OF SUCCESSOR FRANCHISE

(a) Your Right to Acquire Successor Franchises

Upon the expiration of the Term, if

(i) you (and each of your Owners) are then in full compliance with this Agreement and all other agreements between you and us or our Affiliates and have been in substantial compliance with this Agreement and all other agreements between you and us or our Affiliates throughout the Term,

(ii) you pay us a Successor Franchise fee equal to 25% of the standard initial franchise fee that we then are charging to new ORANGE THEORY® franchisees,

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

(iv) you agree to our redefinition of the Territory, which will apply during the term of the Successor Franchise,

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

(vi) you either (i) maintain possession of and agree to remodel the Studio, add or replace improvements, equipment, fixtures, furnishings, and signs, and otherwise modify the Studio as we require to bring it into compliance with specifications and standards then applicable for new ORANGE THEORY® Studios, or (ii) if you are unable to maintain possession of the Site, or if, in our reasonable judgment based on changed market and economic conditions then in effect in your local market, the Studio should be relocated, you (x) secure a substitute Site we approve, (y) develop the substitute Site in compliance with specifications and standards then applicable for new Studios, and (z) continue to operate the Studio at the original Site as is reasonable until operations are transferred to the substitute Site,

then, subject to the terms and conditions set forth in Subsections 2(b) and 2(c) below, you will have the right to acquire a Successor Franchise to operate the Studio at the Site or such substitute Site for 1 additional consecutive term of 10 years Notwithstanding our right in subparagraph (vi) above to require you to relocate the Studio, we will not require you to relocate the Studio in connection with your acquisition of a Successor Franchise until the then-current term of the lease or sublease for your Studio expires (in the case where this Agreement expires before your then-current lease term expires) However, you must comply with your obligations in subparagraph (vi) above and, if appropriate, commence preparation to relocate the Studio to a new location before the then-current term of your lease or sublease expires in order to minimize as reasonably as practicable the time period during which you do not have an ORANGE THEORY® Studio open for business

(b) Grant of a Successor Franchise

You must give us written notice of your election to acquire a Successor Franchise at least 6 months prior to the expiration of the Term We may require you to provide certain financial information relating to you, your Owners and the Studio's operation, and pay us the Successor Franchise fee, along with your notice If you fail to give us your notice by the required deadline (together with the Successor

Franchise fee), we will interpret that to be your election not to acquire a Successor Franchise, and we will take action in reliance on that election Within 90 days after our receipt of your notice (together with the Successor Franchise fee), we will give you written notice (a) of our determination whether or not we will grant you a Successor Franchise (and, if applicable, stating the reasons for a refusal to grant you a Successor Franchise), (b) advising you of any deficiencies which must be corrected by you before we will grant you a Successor Franchise, stating what actions you must take to correct the deficiencies and specifying the time period in which such deficiencies must be corrected, and/or (c) advising you of any changes which we propose to make to your Studio's Territory during the term of the Successor Franchise, as set forth in Subsection 2(c) below

(c) Agreements / Releases

To obtain a Successor Franchise, you and your Owners must execute and return to us the form of Franchise Agreement and ancillary agreements we are then using in connection with the grant of Successor Franchises for ORANGE THEORY® Studios, which may differ materially from this Agreement (including, without limitation, Territory definition, territorial rights and fees), provided, however, that we will not charge you an initial franchise fee and you will have no further renewal or extension rights As a further condition to the grant of a Successor Franchise, you and your Owners must also execute and deliver to us, to the extent permitted by applicable law, general releases, in a form prescribed by us, of any and all claims against us and our Affiliates, and our and their respective owners, officers, directors, employees, agents, successors and assigns Failure by you and your Owners to sign and deliver to us such agreements and releases within 30 days after delivery thereof to you will be deemed an election by you not to obtain a Successor Franchise

(d) Subsequent Successor Franchises

The fees and other conditions for any later granting of subsequent successor franchises will be governed by the successor franchise agreement (as described above)

3 YOUR OBLIGATIONS TO DEVELOP THE STUDIO

You have the following obligations with respect to locating the Site and developing and opening your Studio (collectively, "**Development Obligations**")

(a) Site Selection and Deadline for Obtaining Site Approval

If you have not yet located an approved Site as of the Effective Date, then promptly after the Effective Date, you must deliver to us for our review and approval a complete site approval report and other materials and information we request for a suitable Site within the Territory Your proposed Site, which must meet our then-current site selection criteria for ORANGE THEORY® Studios, must be available for lease or purchase in time for you to develop and open the Studio at that Site on or before the Mandatory Opening Date You will have the exclusive right to locate a Site for an ORANGE THEORY® Studio within the designated Territory

Subject to your obligation to develop and open the Studio on or before the Mandatory Opening Date, you must obtain our written approval of a proposed Site within 4 months after the Effective Date We will not unreasonably withhold our approval of a Site that meets our criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from, proximity to, and nature of other businesses, other commercial characteristics, and the proposed Site's size, appearance, and other physical characteristics In determining whether to approve or disapprove a proposed Site, we also

may consider the Site's proximity to both boundaries of the Territory as outlined on Exhibit A-1 and to other existing or proposed ORANGE THEORY® Studios located outside the Territory boundaries

We will use our reasonable efforts to review and approve, or disapprove, a Site you propose within 15 days after receiving the complete site approval report and other materials we request If we do not accept the proposed Site within such 15-day period, the proposed Site is deemed rejected We will furnish to you site selection guidelines, site selection counseling and assistance, and such on-site evaluation(s) as we consider necessary and appropriate as part of our evaluation of your request for acceptance of the proposed Site We will spend the time and effort and incur the expense reasonably required to consider Sites you propose If we determine that on-site evaluation is necessary (on our own initiative or at your request), we will provide such on-site evaluation at our expense, unless we determine that such on-site evaluations (at the same or any other location) are or become excessive, in which case we may require you to reimburse us for all reasonable costs and expenses incurred by us in relation to each such evaluation, including, without limitation, the cost of travel, lodging and meals for our employees and agents We will not provide on-site evaluation for any proposed Site prior to our receipt of all information and materials required by this Section You are limited initially to 2 site approval reports, however, if we do not approve one of those initial proposed Sites, you will have the ability at that time to provide an additional site approval report for a different Site located within your Territory

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

You acknowledge that if we recommend or give you information regarding the Site, it is not a representation or warranty of any kind, express or implied, of the Site's suitability for an ORANGE THEORY® Studio Our recommendation or approval indicates only that we believe the Site meets our then acceptable criteria However, demographic and/or other factors included in or excluded from our criteria could change, altering the Site's potential The uncertainty and instability of these criteria are beyond our control, and we are not responsible if the Site we recommend or approve fails to meet your expectations Your acceptance of the Franchise is based on your own independent investigation of, or agreement in the future to investigate, the Site's suitability

(b) Lease Approval

You must present to us for our review and approval, which we will not unreasonably withhold, each Letter of Intent ("**LOI**"), lease, sublease, or purchase agreement (and any renewals and amendments thereof) that will govern your acquisition, occupancy and/or lawful possession of the Site at least 30 days before you intend to sign it The LOI, lease or sublease must include the approval by the landlord for you to have a kiosk or table placed outside the Studio for a period of 12 weeks prior to opening (or such other period as may be prescribed by us in the Manuals) for presales activities, including gift card sales, or, in the alternative, the ability to rent space adjacent to the Site for the purpose of conducting such activities during the 12-week period prior to opening the Studio If the landlord does not agree to these terms, we may reject the proposed Site or allow you to submit to us for review and approval a presales marketing plan which outlines in detail the process you will follow for presales of memberships and sales of gift cards during such 12-week period In addition, the lease or sublease must either (i) include the lease addendum attached as an exhibit to our Franchise Disclosure Document and made a part hereof, or (ii) provide in the body of the lease or sublease, as applicable, the terms and conditions found in our standard

form of lease addendum If you or your Affiliate will purchase and own the premises for your Studio, you agree to sign an Agreement to Lease, in form acceptable to us, which requires you or your Affiliate, at our option, to lease the Site to us upon any expiration, termination or transfer of this Agreement You may not sign any LOI, lease, sublease or purchase agreement (or any renewal or amendment thereof) unless it contains the terms that we require in accordance with this Section and we have approved it in writing (including via e-mail) We may (but have no obligation to) provide you guidance or assistance relating to the LOI, lease, sublease or purchase agreement, as applicable, and its negotiation If we have not approved the LOI, lease, sublease or purchase agreement in writing within 10 Business Days after we receive a complete clean copy of the LOI, lease, sublease or purchase agreement from you (containing all negotiated terms and in signature-ready form), then it will be deemed disapproved You cannot sign the lease, sublease or purchase agreement until you have received a written "Certificate of Lease Approval" from us You acknowledge that our guidance and assistance (if we choose to provide it) and approval of the LOI, lease/sublease (or renewal or amendment), or purchase agreement, as applicable, do not constitute a guarantee or warranty, express or implied, of the success or profitability of an ORANGE THEORY® Studio to be operated at the Site or of the suitability of the terms of the LOI, lease, sublease or purchase agreement for your business purposes

Subject to your obligation to develop and open the Studio on or before the Mandatory Opening Date, you must sign and deliver to us a fully-executed copy of the approved lease, sublease or purchase agreement for the Site within 4 months from the Effective Date of this Agreement

(c) Development of Studio

Notwithstanding any other deadline with respect to obtaining our approval of the Site or signing an approved lease or sublease, on or before the Mandatory Opening Date, you must (i) secure all financing you require to develop and operate the Studio, (ii) obtain all permits and licenses required to construct and operate the Studio, (iii) construct all required improvements to the Site and decorate the Studio in compliance with our approved plans, trade dress and specifications, (iv) purchase or lease and install all required equipment (including, without limitation, components of the Computer System), fixtures, furnishings, and signs for the Studio according to the requirements in Subsections 6(f) and 6(k), (v) meet your minimum membership presale requirements, (vi) purchase an opening inventory of required, authorized, and approved products, materials, and supplies, (vii) obtain a certificate of occupancy from the city/county/state, as required by your jurisdiction, and (viii) open your Studio in accordance with all other requirements of this Agreement It is your responsibility to prepare all required construction plans and specifications for the Studio only in accordance with our approved plans and specifications, and to make sure that these plans and specifications comply with the Americans with Disabilities Act (the "**ADA**") and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions We may require you to use architects and contractors designated or approved by us You must send us initial space plans for our approval during your site approval and LOI process Once we approve the initial space plans in writing (including via e-mail), you must provide us with complete space plans, architectural drawings, construction plans and specifications for review and receive our written approval of them (including via e-mail) before you begin construction of the Studio You must also send us all revised plans and specifications, including any additions or substitutions, for our review and written approval of them (including via e-mail) as we determine necessary or appropriate, in our sole discretion You may not begin construction of your Studio without a written certification from us that the final plans and specifications have been approved Upon completion of construction, you must provide us with "as built" plans for your Studio We may inspect the Site while you are developing the Studio Any review of your construction plans and specifications will be limited to ensuring your compliance with our design and other requirements for ORANGE THEORY® Studios We will not assess compliance with federal, state or local laws and regulations Compliance with those laws is your responsibility Any changes that

you make to the space plans, architectural drawings, construction plans or specifications to comply with applicable laws must be provided to us for our prior review and written approval (including via e-mail)

(d) Presale of Memberships

No memberships may be sold unless and until (i) we have activated your MBO Account and authorized you in writing (including via e-mail) to sell memberships to the public, (ii) you (or your managing owner) and the Studio's lead trainer and studio manager have completed to our satisfaction the pre-opening training described in Section 4, and (iii) you have secured all financing and permits necessary to develop, build and fully equip the Studio You must commence presales activities 12 weeks prior to opening your Studio (or such other period as may be prescribed by us in the Manuals) and achieve a minimum of 250 pre-sale memberships during such period All presales activities must comply with the standards and specifications described in the Manuals or otherwise in writing by us You must also comply with and certify to us in writing that you have obtained all necessary bonds and otherwise have complied, and will comply, with all applicable laws relating to your presale of memberships If you fail to do so, in addition to our other rights and remedies, you will not be authorized to begin offering or selling memberships for the Studio

You alone are responsible for ensuring that your membership agreements and presale of memberships comply with all applicable laws and other legal requirements, including, without limitation, laws pertaining to bonding and escrow requirements You will be liable to the applicable legal authorities if you fail to do so (and also will be liable to us if we are brought into the matter because of your failure) Your failure to comply with such laws also constitutes a material default under this Agreement

(e) Opening

On or before the Mandatory Opening Date, you must open the Studio for business utilizing the System, provided, however, you may not open the Studio for business until

(i) You have achieved a minimum of 250 pre-sale memberships

(ii) We have inspected and approved the Studio as having been developed in accordance with our specifications and standards As an alternative, or in addition, to our physical inspection of the Studio, we may require you to send us video tapes and/or photographs of the Studio You must give us at least 30 days' prior written notice of the Studio's planned opening date and also must notify us in writing when the Studio is ready for inspection If we do not inspect the Studio within 10 Business Days after your delivery of notice that the Studio is ready for inspection, or if we do not deliver written comments to you within 5 Business Days after our inspection, then the Studio is deemed approved for opening Our inspection and approval are limited to ensuring your compliance with our standards and specifications, although our approval is not a representation that the Studio complies with our standards and specifications or a waiver of our right to enforce any provision of this Agreement Our inspection and approval are not designed to assess compliance with federal, state or local laws or regulations, including the ADA, as compliance with such laws is your responsibility We will not unreasonably withhold our approval of the Studio, provided you have complied in all material respects with all applicable provisions of this Agreement relating to the development of your Studio,

(iii) You (or your managing owner) and the Studio's lead trainer and the studio manager have completed the pre-opening training described in Section 4 to our satisfaction,

(iv) You have satisfied all bonding, licensing, and other legal requirements for the lawful operation of your Studio, including, without limitation, by ensuring that your planned membership offerings following the Studio's opening and your forms of membership agreement comply with applicable law, and you have delivered to us copies of all business registrations, permits and approvals for your Studio required by applicable laws in your jurisdiction,

(v) All amounts due to us and/or our Affiliates have been paid,

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

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

If you fail to do so, or if you fail to send us a completed request for opening form or to obtain a written Certificate of Approval from us before you open the Studio, then, in addition to our other rights and remedies, you will not be authorized to open or begin operating the Studio We will work with you to identify the Studio's Actual Opening Date at least 15 days before the Actual Opening Date

(f) Pre-Sale/Grand Opening Program

You agree to conduct a pre-sale/grand opening advertising and promotional program for the Studio and to spend at least $30,000, as determined by us in our sole discretion, for such purpose The pre-sale/grand opening program must be conducted during the period that is 12 weeks before and 30 days following the opening of your Studio to the public (or such other period as may be prescribed by us in the Manuals) Such advertising and promotion will utilize the marketing and public relations programs and media and advertising materials we have developed or approved, including, without limitation, a variety of meetings with potential members and participation in local events to promote your Studio Amounts that you spend for participation in the presales coordinator program are in addition to, and do not count toward, the amount that you must spend for the pre-sale/grand opening program for your Studio

(g) ORANGE THEORY® Branded Products

Prior to opening your Studio and during the Term, you must purchase ORANGE THEORY® Branded Products and prominently display them and offer them for sale at your Studio and in the manner we designate from time to time You agree to buy ORANGE THEORY® Branded Products (subject to Subsection 6(f)) only from suppliers that we designate or approve (which may include or even be limited to us, our Affiliates, or our or their licensees) You must reorder and stock such ORANGE THEORY® Branded Products as may be necessary to meet reasonably expected consumer demand at the Studio throughout the Term Neither you nor we will have any obligation to the other on account of the temporary unavailability of any ORANGE THEORY® Branded Products, whether from us, Affiliates, or authorized licensees ORANGE THEORY® Branded Products may be sold by you only through means of retail sales from the Studio You may not sell the ORANGE THEORY® Branded Products or any other products over the Internet

4 TRAINING AND GUIDANCE

(a) INITIAL TRAINING

We will furnish without additional charge, at our corporate headquarters and/or a designated training facility, an initial training program on the operation of a Studio for all owners who sign this Agreement (including your managing owner, who must be a signatory on this Agreement) If there is room in the training class and all individuals who have signed this Agreement have been trained, we may allow up to 2 additional people, such as your Studio manager and/or your lead trainer, to attend training for portions of the initial training program related to Studio management and operations, without additional charge Before you sell any memberships (including, without limitation, through presale), advertise the Studio, or open the Studio to the public (i) you (or your managing owner) must complete our initial training program to our satisfaction and (ii) your lead trainer and studio manager must complete the training program(s) that we require for such positions (which may include abbreviated portions of the initial training program that we provide to franchise owners) Initial training will be conducted at our corporate headquarters and on-site at your Studio and/or other ORANGE THEORY® Studios in your market area We may provide portions of the initial training via online "e-learning" modules that we develop from time to time If the Franchise Agreement relates to your first ORANGE THEORY® Studio, you, along with all operators and employees of your Studio, must successfully complete our initial Presales Training program to our satisfaction before your Studio begins selling memberships in presales We or our representative (Area Representatives) will provide initial Presales Training at an estimated fee of $3,900 to all individuals who have signed your Franchise Agreement and employees of the Studio Our current Presales Training program lasts 4 days and is presently conducted onsite at your Studio's presales location If an Area Representative is located in your market, training may be provided by such Area Representative at an ORANGE THEORY® Studio that we have certified as a training facility We or our representative (Area Representatives) will also provide Studio Launch Training at no charge for up to 4 fitness coaches This includes 36 hours of onsite training at your Studio, or a designated Studio, in the weeks leading up to your Studio's opening Such training may include online modules in addition to onsite training at a Studio Your fitness coaches must be trained by a designated Orangetheory Fitness Educator and must pass the certification provided in order to participate as a group fitness coach at your Studio While we or your Area Representative may provide additional guidance, you are responsible for making all hiring and employment decisions as the owner of the Studio This includes, but is not limited to, employee selection, hiring, training, promotion, termination, hours worked, rates of pay, benefits, work assigned, supervision, discipline, and working conditions If an Area Representative is located in your market, training may be provided by such Area Representative at an ORANGETHEORY® Studio that we have certified as a training facility You will be responsible for the compensation, travel and living expenses of you, your owners and your employees during any and all training If you request initial training for more than 3 owners or more than 4 fitness trainers, as applicable, we may require you to pay us our then-current fee, in advance, for each additional person Our current training fee is $1,000 per person for each session

(b) LEAD TRAINER.

You must replace any lead trainer who does not satisfactorily complete a training program, and a new lead trainer must satisfactorily complete a training program before they begin their employment duties These training programs will be conducted by us at our designated training facility You must pay our then-current fee for any additional training that we provide In addition, at least once every year during the Term, you must send the Studio's lead trainer to complete our then-current lead trainer training program We will not charge tuition for that program, but you must pay your lead trainer's wages, travel and living expenses

(c) EMPLOYEE TRAINING

You must implement a training program for all your employees using training standards and procedures we prescribe and staff the Studio at all times with a sufficient number of trained employees, including at least 1 studio manager who has satisfactorily completed our management training program

(d) MANUALS AND SYSTEM STANDARDS

We will provide you access during the Term to 1 set of our manuals and forms, consisting of such materials that we generally furnish from time to time for use in operating ORANGE THEORY® Studios (collectively, "**Manuals**") The Manuals include, without limitation, our business policies manual The Manuals, bulletins, and other written and electronic materials provided to you from time to time contain System Standards and information relating to your other obligations under this Agreement The Manuals may be modified from time to time to reflect changes in System Standards, and we will communicate any required changes to you Our master copy controls You agree to keep your copy of the Manuals current and in a secure location at the Studio We are the sole owner of the copyright in and all other rights to the Manuals, and you may not reproduce or use them for any purpose other than in connection with your performance under this Agreement

At our option, we may post the Manuals and certain other bulletins and other written materials containing System Standards on a restricted website to which you will have access If we do so, you must periodically monitor the website for any updates to the Manuals or System Standards You must keep confidential any passwords and other digital identifications necessary to access the Manuals on such a website

(e) ANNUAL TRAINING SUMMIT

You must pay us a registration fee (the "**Annual Training Summit Fee**") for attendance at our Annual Training Summit We do not expect the Annual Training Summit Fee to exceed $500 per person We may require you (or your managing owner), your lead trainer and/or your Studio Manager to attend the Annual Training Summit You will also be responsible for travel and living expenses for your personnel attending the Annual Training Summit

(f) SUPPLEMENTAL TRAINING AND CONFERENCES

During the Term, we periodically may require you (or your managing owner) and your Studio's lead trainer and/or studio manager to attend and complete to our satisfaction any supplemental or refresher training programs on operating Studios that we choose to provide If you own at least 1 other Studio operating under the Marks, then you (or your managing owner) and a designated manager and lead trainer from one of your Studios may attend such training programs on behalf of all of your Studios, although you will be responsible for training all of your managers and other employees at all of your Studios on the subjects taught at the supplemental or refresher training programs to ensure that all such Studios are operated in accordance with System Standards We may charge reasonable fees for these programs, and you will be responsible for your and your lead trainer's and/or studio manager's wages and travel and living expenses We may require you (or your managing owner), the studio manager, and the Studio's lead trainer to attend an annual ORANGE THEORY® conference You will be responsible for the registration fees and travel and living expenses for such conference We do not expect the registration fee for the annual conference to exceed $1,000 per person

(g) DELEGATION

We have the right, from time to time, to delegate the performance of any portion or all of our obligations under this Agreement to designees, whether they are our Affiliates, agents or independent contractors with which we contract to provide such services

5 FEES

(a) Franchise Fee

You must pay us an initial franchise fee in the amount of $49,500 (the "**Franchise Fee**") in a lump sum upon execution of this Agreement If this Agreement relates to your or your affiliate's second or a subsequent ORANGE THEORY® Studio franchise, then the Franchise Fee is reduced to$42,500 This Franchise Fee is due, and fully earned by us, when you sign this Agreement The Franchise Fee is not refundable, however, if this Agreement relates to your (or your Affiliate's) first ORANGE THEORY® Studio franchise, we will refund 50% of the Franchise Fee paid to us if we terminate this Agreement for your (or your managing owner's) failure to satisfactorily complete the initial training program, provided you (and your Owners) sign a general release, in form satisfactory to us, of any and all claims against us, our Affiliates and our and their respective shareholders, officers, directors, employees and agents

(b) Royalty Fee

Beginning on the Effective Date and continuing throughout the remainder of the Term, you agree to pay us a royalty fee (the "**Royalty**") equal to 8% of your Studio's Gross Sales during each week On Tuesday of each calendar week (the "**Report Day**"), you must report the amount of your Gross Sales for the preceding calendar week You must pay us the Royalty so that we receive it on or before Tuesday of each calendar week for the immediately preceding calendar week (or such other time and manner as we designate in the Manuals from time to time)

(c) TECHNOLOGY - SOFTWARE LICENSING FEE

We may charge initial and on-going licensing fees for any software that we provide or make available to you during the Term of this Agreement You must pay a $575 initial set-up fee for your MindBody™ Online ("**MBO**") account We may require you to pay this initial set-up fee to us or directly to a third party vendor Beginning with the month that you set up your MBO Account, you must pay us a monthly technology-software license fee (the "**Technology-Software License Fee**") for prescribed software that you must use in the operation of your ORANGE THEORY® Studio The Technology-Software License Fee includes access to the web-based MBO business management software, our proprietary OTCONNECT Intranet (including online document library, e-learning tools, and financial reporting tools), and other software and technology that we prescribe from time to time The software and technology may change from time to time, as determined by us The current Technology-Software License Fee is $399 to $749 per month, but we reserve the right to change the fee amount You agree to pay the Technology-Software License Fee within 10 days from your receipt of our invoice or on the payment date otherwise specified in the Manuals The Technology-Software License Fee is in addition to any OTbeat Fees set forth in Section 5(d) below

(d) OTBEAT FEE

You must pay us or our affiliate a monthly OTbeat fee (the "**OTbeat Fee**") for the OT Beat™ System or any other technology that we prescribe from time to time for use in the operation of the Studio

The current OTbeat Fee is $149 per month, but we reserve the right to change the fee amount You agree to pay the OTbeat Fee within 10 days from your receipt of our invoice or on the payment date otherwise specified in the Manuals This fee is for the software that supports the OT Beat™ System, it does not include the cost of the equipment or related components (such as straps and pods that members will use to connect to the OT Beat™ System during their workout) You must purchase the equipment (and straps and pods) from our affiliate based on its then-current pricing

(e) NON-COMPLIANCE FEE

If we determine that you have violated any of your obligations under this Agreement, including any failure to comply with any standards set forth in the Manuals, we may send you a notice of violation and assess you up to $1,000 (the "**Non-Compliance Fee**"), which must be paid within 10 days from your receipt of our notice The Non-Compliance Fee applies for each notice of violation that we send to you, even if the violation is of the same provision of this Agreement for which you previously received a notice of violation from us We reserve all other rights and remedies available to us

(f) Automatic Debit

You must sign and deliver to us the documents we periodically require to authorize us to debit your checking account automatically for the Royalty, Brand Fund Contributions (defined in Subsection 7(a)) and other amounts due under this Agreement or any related agreement between us (or our Affiliates) and you Under our current automatic debit program for the Studio, we will debit your checking account on the Report Day for the Royalty, Brand Fund Contributions and certain other amounts due You agree to make the funds available for withdrawal by electronic transfer before each due date If you fail to report the Studio's Gross Sales, we may debit your account for 150% of the last Royalty fee that we debited If the amounts that we debit from your account are less than the amounts you actually owe us (once we have determined the Studio's actual Gross Sales), we will debit your account for the balance, plus the amounts due under Subsections 5(e) and 5(g), on the day we specify If the amounts that we debit from your account are greater than the amounts you actually owe us, we will credit the excess (without interest) against the amounts we otherwise would debit from your account during the following week We may periodically change the mechanism for your payments of Royalties, Brand Fund Contributions and other amounts you owe to us and our Affiliates under this Agreement (including the timing and manner of payment)

(g) Interest on Delinquent Payments

In addition to all other remedies we have, including, without limitation, the right to terminate this Agreement pursuant to Section 16, if you fail to pay (or make available for withdrawal from your account) any amounts you owe us or our Affiliates, including, without limitation, amounts for Royalties and/or Brand Fund Contributions, whether such amounts are reflected as due on any report you submit to us or are subsequently determined by verification, examination or audit to have been due, those amounts will bear interest at the rate of 18% per annum or the highest rate permitted by applicable state law, whichever is less, calculated from the date such payment was due until it is received by us

(h) Late Fees

We will assess a late fee of $35 for each week (or portion thereof) that any payment is delinquent or report or item is not timely received In addition, all overdue amounts will bear interest in accordance with Subsection 5(d) above Late fees and interest charges are nonrefundable The provision in this Agreement concerning late fees does not mean that we accept or condone late payments, nor does it indicate that we are willing to extend credit to, or otherwise finance, the operation of your Franchise

These late fees are intended to reimburse us for our expenses and to compensate us for our inconvenience and do not constitute interest Your failure to pay all amounts when due constitutes grounds for termination of this Agreement

(i) Application of Payments

Notwithstanding any designation you might make, we have sole discretion to apply any of your payments to any of your past due indebtedness to us You acknowledge and agree that we have the right to set off any amounts you or your Owners owe us against any amounts we might owe you or your Owners

(j) Payment Offsets

We may setoff from any amounts that we may owe you any amount that you owe to us or our Affiliates, including, without limitation, Royalties, Brand Fund Contributions, late payment penalties and late payment interest, amounts owed to us or our Affiliates for the purchase of goods or services or for any other reason Thus, payments that we make to you may be reduced, in our discretion, by amounts that you owe to us or our Affiliates from time to time In particular, we may retain (or direct to our Affiliates) any amounts that we have received for your account as a credit and payment against any amounts that you may owe to us or our Affiliates at any time We may do so without notice to you at any time However, you do not have the right to offset payments owed to us for amounts purportedly due to you from us

(k) Discontinuance of Service

If you do not timely pay us amounts due under this Agreement, we may discontinue any services to you, without limiting any of our other rights in this Agreement

6 OPERATION OF THE STUDIO AND SYSTEM STANDARDS

(a) Compliance with System Standards and Applicable Laws

You alone are responsible for operating the Studio in full compliance with all applicable laws, ordinances and regulations (including, without limitation, bonding and licensing requirements) and agree to comply with all System Standards, as modified from time to time All references in this Agreement to System Standards will include any modifications, deletions and/or additions to the System Standards which are authorized by this Agreement Without limiting the foregoing, you will not offer, sell, or provide at or from the Studio products or services not authorized in the Manuals

To the extent System Standards, or other resources in the Manuals, address personnel or employment matters, those are not mandatory but are merely recommendations, suggestions or guidelines System Standards do not include any mandatory requirements on your employee's wages, working conditions, hours, staffing levels, shift timing or other terms of employment, but may specify uniforms and appearance to meet brand standards

Except as otherwise provided in this Agreement, System Standards may regulate any aspect of the operation and maintenance of ORANGE THEORY® Studios, provided that all System Standards will apply uniformly to all similarly situated ORANGE THEORY® Studios (including, without limitation, all ORANGE THEORY® Studios that are operated by us or our Affiliate) Without limiting the generality of the foregoing, but subject to the restrictions in this Agreement, System Standards may regulate any one or more of the following

(i) the design, layout, décor, appearance and lighting of the Studio, including, but not limited to, the Studio's branding and cleanliness,

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

(iii) types, models and brands and/or minimum and required standards and specifications for products, equipment, materials, and supplies and services that ORANGE THEORY® Studios use and/or sell,

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

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

(vi) matters relating to managing the Studio,

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

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

(ix) days and hours of operation of the ORANGE THEORY® Studio,

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

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

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

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

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

(xv) the Initial Transfer Package, Transfer Package Material and other forms and procedures which you must use to submit any proposed Transfer to us under Section 10 for our approval

(b) Modification of System Standards

We may periodically modify System Standards, which may accommodate regional or local variations as we determine, and any such modifications may obligate you to invest additional capital in the ORANGE THEORY® Studio ("**Capital Modifications**") and/or incur higher operating costs, provided, however, that such modifications will not (i) occur within 12 months of the date your Studio opens, or (ii) alter your fundamental rights under this Agreement The types of capital improvements covered may include (at our discretion), without limitation, those needed to modernize the premises of the ORANGE THEORY® Studio, and other changes to the equipment (including Computer System), signs, interior and exterior décor items, fixtures, furnishings, supplies, and other products and materials required for new ORANGE THEORY® Studios We agree to give you 30 days to comply with Capital Modifications we require, provided that, if a Capital Modification requires an expenditure of more than $5,000, we agree to give you 60 days from the date such request is made to comply with such Capital Modification You are obligated to comply with all modifications to System Standards within the time period we specify Capital Modifications are in addition to costs you incur to repair, replace or refurbish obsolete or worn-out equipment, including fitness equipment, and fixtures (you must replace your equipment every 3 to 4 years, as prescribed by us in the Manuals or otherwise in writing) Capital Modifications do not include any expenditures you must make, or choose to make, in order to comply with applicable laws, governmental rules or orders (e g , ADA compliance)

(c) Studio Management, Core Business Operations and Ancillary Business Operations

The Studio must be managed by a person who devotes his or her full working time and best efforts to the day-to-day, on-premises operation of the Studio, has satisfactorily completed our management training program or a comparable training program at your Studio that we have approved, and is not engaged in any other business endeavor except passive investments which do not interfere with the performance of his or her duties as manager You must ensure that your managers agree to comply with the restrictions in Sections 13, 14 and 17 below

In this Agreement, "**Ancillary Business Operations**" means business activities that we periodically specify as being ancillary and optional to the main business of the Studio, those which we must approve, and those which traditionally may be undertaken by independent contractors (rather than a Studio employee), such as tanning services, massage services, chiropractic services and physical therapy services We may specify in the Manuals and periodically modify those business activities that will be deemed Ancillary Business Operations "**Core Business Operations**" means all business activities of or associated with the Studio which are not Ancillary Business Operations, including, without limitation, the Studio's front desk and membership operations, all cardio and weight training functions, personal training services, group exercise, towel/locker and other services we designate from time to time Your Studio must offer or perform (as applicable) all Core Business Operations, as we periodically modify them

You and your Studio manager and/or your lead trainer must perform all Core Business Operations at the Studio, and you may not contract with or allow any third party, including any licensee, lessee, consultant or other independent contractor (a "**Contractor**"), to perform any Core Business Operations You must periodically at our request provide us information concerning your Studio's Core Business Operations, Ancillary Business Operations, and relationships with Contractors

At your option, but subject to our prior written approval and your compliance with all terms and conditions of this Agreement, you may (i) allow one or more Contractors to perform any or all of the Ancillary Business Operations, provided that they may not use the Marks when doing so and that you enter into an arm's-length commercial relationship with each Contractor, or (ii) perform any or all Ancillary Business Operations yourself (through your employees), either under the Marks or under any

trademark, service mark or trade name other than the Marks (an "**Other Mark**") that you own or license from a third party (an "**Ancillary Trademark Licensor**") You acknowledge that, as a condition to obtaining our approval

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

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

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

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

(d) Membership Agreements and Member Information

You must ensure that every membership agreement you use complies with all System Standards and all laws, rules, and regulations applicable in your jurisdiction You must send us (a) copies of all membership agreements you intend to use at least 30 days before you begin offering memberships, and (b) copies of any revised membership agreements within 10 days after you make any revisions

We and you acknowledge that we and our Affiliates may, through the Computer System or otherwise, have access to lists of the Studio's members and/or prospects, including names, addresses and other related information ("**Member Information**") We and our Affiliates may use Member Information in our and their business activities, but during the Term we and our Affiliates will not use the Member Information that we or they learn from you or from accessing the Computer System to compete directly with the Studio Upon termination of this Agreement, we and our Affiliates reserve the right to make any and all disclosures and use the Member Information in any manner that we or they deem necessary or appropriate

(e) Notices

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

(ii) Notices to Employees You must prominently post signs at the Studio (including in the area in which all official employment-related notices are posted) and at your offices informing your employees and independent contractors that their relationship is solely with you

and that they are not an employee of us or any of our Affiliates You are solely liable for any employment-related issues Similar language must be included in all of your employment contracts, offer letters and employee handbooks We may promulgate and periodically modify the language and specifications for such required postings and notices

(f) Sources of Products and Services

You must purchase only from suppliers that we designate or approve (which may include us, our Affiliates and/or other restricted sources) If you want to propose a new supplier, you must submit to us sufficient written information about the proposed new supplier to enable us to approve or reject either the supplier or the particular items If we have not responded within 30 days of our receipt of the information, then the application will be deemed rejected by us We may consider in providing such approval not just the quality standards of the products or services, but the supplier's delivery capabilities, financing terms and ability to service our franchise system as a whole We may terminate or withhold approval of any product or service (or any supplier of such item) that does not meet our standards by giving you written notice If we do so, you must immediately stop purchasing from such supplier or using such products or services in your Studio unless we notify you that such supplier or such products or services meet our quality standards At our request, you must submit to us sufficient information about a proposed supplier and samples of the proposed products or services for our examination so that we can determine whether they meet our quality standards We also must have the right to require our representatives to be permitted to inspect the proposed supplier's facility at your expense We may charge a fee for evaluating alternative suppliers not to exceed the reasonable cost of the inspection plus the actual cost of laboratory fees, professional fees and travel and living expenses as well as any other fees we pay to third parties in furtherance of the evaluation You acknowledge and agree that, if we establish one or more strategic alliances or preferred vendor programs with nationally or regionally known entities who are willing to supply all or some ORANGE THEORY® Studios with products or services we designate, then we may limit the number of approved suppliers with whom you may deal We have the right to receive payments from suppliers on account of their sales to you and other licensees and franchisees and to use all such amounts we receive without restriction (unless instructed otherwise by the supplier) for any purposes we deem appropriate

(g) Audio and Visual Entertainment

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

(h) Customer Surveys

We may periodically coordinate or conduct market research studies and similar programs for the ORANGE THEORY® Studio network, and you must assist us in collecting information (including, without limitation, by distributing surveys to your Studio's members and encouraging members to complete surveys on our System Website (defined in Subsection 7(g)))

(i) **Operating Platform**

From and after the Effective Date, you must participate in, use, support and comply with all elements of the Operating Platform, as we periodically modify them in accordance with this Subsection 6(i) The "**Operating Platform**" means those aspects of a Studio's management and operations that involve or directly impact the services that the Studio provides to its members The Operating Platform may include, without limitation, the following programs and requirements

(i) a computer-based program for training Studio staff, including all standards, requirements and procedures for training and the computer, hardware, software, accessories and other equipment used in such program,

(ii) a program used to evaluate prospective Studio personnel and their qualifications for their position at the Studio, including all equipment, processes and systems used in such program, however, even though you use such program, you will make your own decisions with respect to the data that the program provides and are solely responsible for all of your hiring decisions and your employees' terms and conditions of employment,

(iii) an evaluation and customer relations program used to evaluate the quality of the experience that members have at ORANGE THEORY® Studios, including all equipment, processes and systems used in such program,

(iv) a global reciprocity program for members of ORANGE THEORY® Studios, including all standards, procedures and requirements for such program,

(v) the membership rules and procedures of the International Health and Racquet Sports Association (IHRSA) or similar organization(s) that we periodically designate, and

(vi) all national or regional advertising and/or marketing programs that we designate from time to time

You must pay all fees, costs and expenses associated with the Operating Platform and acquire all products, equipment, supplies and services that we periodically specify for the Operating Platform, and, at our direction (subject to Subsection 6(f)), acquire them only from suppliers that we designate or approve (which might include us or our Affiliates)

We may periodically modify the standards and requirements for the Operating Platform's other programs and elements, add new programs and elements (in addition to the programs and elements described in Subsections (i) through (vi) above) to the Operating Platform, and delete programs and elements from the Operating Platform However, except as set forth in Subsection 6(a), nothing in this Subsection 6(i) limits our rights or your obligations under any other provision of this Agreement

(j) **Fitness Benefit/Corporate Wellness Programs**

We have the right, but not the obligation, from time to time to establish programs in which some or all ORANGE THEORY® Studios will provide products and services to certain groups of members and prospective members ("**Fitness Benefit/Corporate Wellness Programs**") We may periodically eliminate and modify existing Fitness Benefit/Corporate Wellness Programs and implement (and, once implemented, eliminate and modify) new Fitness Benefit/Corporate Wellness Programs

During the Term, you agree to participate fully in any Fitness Benefit/Corporate Wellness Program that we designate from time to time You must provide products and services to all valid members of the Fitness Benefit/Corporate Wellness Program according to the terms of any plan that we establish Fitness Benefit/Corporate Wellness Programs may require uniform billing terms, central billing by us, and various other practices and formats for you to follow You may not alter your standard membership terms for, or withhold access to any Studio services from, any one or more Fitness Benefit/Corporate Wellness Program participants or otherwise treat any Fitness Benefit/Corporate Wellness Program participant differently from your Studio's other members, except as we specify or approve

In addition, you agree to participate in and fully support any national or regional advertising and/or marketing programs which we develop to support any Fitness Benefit/Corporate Wellness Program, including, without limitation, those funded by the Brand Fund

We have the right to receive payments from groups representing any Fitness Benefit/Corporate Wellness Program, because of our establishing the program or otherwise because of their dealings with you, and to use all such amounts we receive without restriction for any purposes we deem appropriate

(k) Computer System, Software License

You must obtain your accounting services and any required hardware and software related to them You must at all times maintain the records reasonably specified in the Manuals, including, without limitation, sales, membership and expense information You must report Gross Sales and other business information to us using the format, reporting system and accounting system that we require from time to time You must provide, at your expense, your own Internet service provider You must use in developing and operating the Studio the computer equipment and operating and accounting software (the "**Computer System**") that we periodically specify We may require you to obtain specified computer hardware and/or software and may modify specifications for and components of the Computer System from time to time Our modifications and specifications for components of the Computer System may require you to incur costs to purchase, lease or license new or modified computer hardware or software and to obtain service and support for the Computer System during the Term You agree to incur such costs in connection with obtaining the computer hardware and software comprising the Computer System (or additions or modifications) as long as the Computer System we specify for use is the same computer system that we or our Affiliates then use in ORANGE THEORY® Studios that we or they own and operate Within 30 days after you receive notice from us, you must obtain the components of the Computer System that we designate and require The Computer System must be capable of connecting with our computer system so that we can review daily the results of your Studio's operations We also have the right to charge you a reasonable systems fee for modifications of and enhancements made to any proprietary software that we license to you and other maintenance and support services that we or our Affiliates furnish to you related to the Computer System

We hereby grant to you a limited, non-exclusive, non-transferable license (except in connection with a Transfer approved by us) to use any and all software which we may now or hereafter make available to you and which is owned by or licensed to us (the "**Software**'), solely in connection with the ORANGE THEORY® Studio We may charge license and/or support fees for your use of such Software and/or for access to any intranet that we establish or maintain for ORANGE THEORY® Studios, as set forth in Section 5 above You hereby acknowledge and agree that, as between us and you, we are the sole and exclusive owner of all right, title and interest in and to the Software, including, without limitation, any copyright, patent right and other intellectual property or proprietary right therein or thereto, and you will not make any claim to the contrary All rights to the Software except those that are expressly granted to you hereunder are specifically reserved to us and our licensors, if any You shall not copy, modify,

create derivative works or otherwise use the Software for any purpose other than in connection with the operation of your ORANGE THEORY® Studio Upon expiration or termination of this Agreement for whatever reason, all rights and licenses granted hereunder with respect to the Software will terminate, and you will return the Software and any and all copies thereof to us, at your expense, and certify to us that all such copies have been returned

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

(l) Personnel

You are solely responsible for hiring, training and supervising Studio personnel and must hire sufficient personnel to fully staff the Studio to operate in accordance with System Standards All personnel must meet every requirement imposed by applicable federal, state and local law All persons you employ that have access to any of the Confidential Information must sign a confidentiality agreement, that will not otherwise contain any terms or conditions of employment

7 ADVERTISING, PROMOTION, AND MARKETING

(a) Establishment of Brand Fund

Upon the opening of your Studio, you will participate in the fund that we have established (the "**Brand Fund**") for such advertising, marketing and public relations programs and materials on a system-wide basis that we deem necessary or appropriate, in our sole discretion You will contribute to the Brand Fund such amounts that we designate from time to time (the "**Brand Fund Contributions**") The Brand Fund Contributions are payable monthly or as otherwise prescribed by us in the Manuals We may require you to pay the Brand Fund Contributions via automatic debit from your checking account We reserve the right to defer or reduce contributions of an ORANGE THEORY® Studio franchisee and, upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the Brand Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Brand Fund If the Brand Fund is terminated, all unspent monies on the date of termination will be distributed to our franchisees in proportion to their respective contributions to the Brand Fund during the preceding 12 calendar months Our Affiliates will contribute to the Brand Fund on the same basis as franchise owners for any ORANGE THEORY® Studios they own and operate

(b) USE OF THE FUNDS

We direct all programs financed by the Brand Fund, with sole discretion over the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation You agree that the Brand Fund may be used to pay the costs of preparing and producing video, audio and written advertising materials, administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising,

promotion and marketing agencies, marketing and advertising training programs and materials, and supporting public relations, market research and other advertising, promotion and marketing activities The Brand Fund periodically will furnish you with samples of advertising, marketing and promotional formats and materials at no cost Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges

(c) ACCOUNTING FOR THE FUND

The Brand Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we may incur in activities related to the administration of the Brand Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the Brand Fund All interest earned on monies contributed to the Brand Fund will be used to pay advertising costs before other assets of the Brand Fund are expended We may spend, on behalf of the Brand Fund, in any fiscal year an amount greater or less than the aggregate contribution of all ORANGE THEORY® Studios to the Brand Fund in that year The Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use If we lend money to the Brand Fund, we may charge interest at an annual rate 1% greater than the rates we pay our lenders We will prepare an annual statement of monies collected and costs incurred by the Brand Fund and furnish the statement to you upon written request We have the right to cause the Brand Fund to be incorporated or operated through a separate entity at such time as we deem appropriate, and such successor entity will have all of the rights and duties specified in this Agreement

(d) BRAND FUND LIMITATIONS

You acknowledge that the Brand Fund is intended to maximize recognition of the Marks and patronage of ORANGE THEORY® Studios Although we will endeavor to utilize the Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all ORANGE THEORY® Studios, we undertake no obligation to ensure that expenditures by the Brand Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Fund by ORANGE THEORY® Studios operating in that geographic area or that any ORANGE THEORY® Studio will benefit directly or in proportion to its contribution to the Brand Fund from the development of advertising and marketing materials or the placement of advertising Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you with respect to collecting amounts due to, or maintaining, directing or administering, the Brand Fund

(e) LOCAL ADVERTISING

You must spend at least $2,500 per month, as determined by us in our sole discretion, on advertising, promotions and public relations within the Territory, measured over each year during the term of this Agreement commencing with the Effective Date Such expenditures will be made directly by you, subject to our prior approval and direction, using advertising and marketing materials prepared or pre-approved by us Your local advertising and promotion must follow our guidelines You must submit to us monthly advertising expenditure reports accurately reflecting all local advertising expenditures for the preceding month and year to date If any report or inspection reveals that you failed to make the local advertising expenditures required by this Section, we may require that you contribute the amount of any deficiency to the Brand Fund Payment is due within 10 days of your receipt of our invoice Your failure to comply with the local advertising requirement will be deemed a material breach of this Agreement

(f) CO-OP PARTICIPATION AND CONTRIBUTIONS

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

(g) Franchise System Website

At our option, we or one or more of our designees may maintain one or more websites to advertise, market, and promote ORANGE THEORY® Studios, the products and services that they offer and sell, and the ORANGE THEORY® Studio franchise opportunity (each a "**System Website**") If we establish one or more System Websites, we will provide you with a webpage that references the Studio on one or more of the System Websites that we designate You must give us the information and materials that we request from time to time to develop, update and modify such webpage By providing the information and materials to us, you will be representing to us that they are accurate and not misleading and do not infringe upon any third party's rights However, we will own all intellectual property and other rights in the System Website, your webpage, and all information they contain (including the domain name or URL for such webpage, the log of "hits" by visitors, and any personal or business data that visitors supply)

We will maintain the System Website, including your webpage, and may use the Brand Fund's assets to develop, maintain and update the System Website We periodically may update and modify the System Website (including your webpage) You must notify us whenever any information on your webpage changes or is not accurate We will update or add information that we approve to your webpage at reasonable intervals You acknowledge that we have final approval rights over all information on the System Website (including your webpage) We may implement and periodically modify System Standards relating to the System Website

We will maintain your webpage on the System Website only while you are in full compliance with this Agreement and all System Standards (including those relating to the System Website) If you are in default of any obligation under this Agreement or the System Standards, then we may, in addition to our other remedies, temporarily remove your webpage from the System Website until you fully cure the default We will permanently remove your webpage from the System Website upon this Agreement's expiration or termination We also may, at our option, discontinue any or all System Websites at any time

You acknowledge and understand that the registration for the System Website domain name is and shall be maintained exclusively in our name or the name of our designee You acknowledge our or our designee's exclusive right, title and interest in and to the domain name for the System Website You further acknowledge that nothing herein will give you any right, title or interest in such domain name You will not, at any time, challenge our or our designee's ownership of the System Website domain name, challenge the validity of the System Website domain name, or impair any right, title or interest of us or our designee in the System Website domain name You will assist us in preserving and protecting our or our designee's rights in and to the System Website domain name

You further acknowledge and agree that we may, at any time in our sole discretion, cease to make the Subpage available to you or the public You agree that we will have no liability for failing to make the Subpage available to you or the public ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES (WHETHER EXPRESS, IMPLIED OR STATUTORY) RELATED TO THE AVAILABILITY AND PERFORMANCE OF THE WEBSITE AND THE SUBPAGE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS) RELATED TO THE USE, OPERATION, AVAILABILITY OR FAILURE OF THE WEBSITE OR SUBPAGE Upon the termination or expiration of this Agreement for any reason or your default under this Agreement for any reason, all of your right to upload content onto, or otherwise use, the Subpage will immediately cease and we may cease to make the Subpage available to you

We also may maintain one or more social media sites (e g , www twitter com, www facebook com, www instagram com, www pinterest com or such other social media sites) You may not establish or maintain any social media sites utilizing any user names, or otherwise associating with the Marks, without our advance written consent We may designate from time to time regional or territory-specific user names/handles that you must maintain You will adhere to any social media policies that we establish from time to time and will require all of your employees to do so as well You must ensure that none of your Owners, managers or employees use our Marks on the Internet or World Wide Web, except in strict compliance with these social media policies Use of social media, including any pictures that may be posted on, using or through one or more social media sites, must be in compliance with the Manual and System Standards, including our then-current take-down policy

All advertising, marketing and promotional materials that you develop for your Studio must contain notices of the System Website's domain name in the manner we designate You and your employees may not develop, maintain or authorize any other website, other online presence or other electronic medium that mentions or describes you or the Studio or displays any of the Marks You may not conduct commerce or directly or indirectly offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet

Nothing in this Section will limit our right to maintain websites other than the System Website or to offer and sell merchandise bearing the Marks from the System Website, another website or otherwise over the Internet without payment or obligation of any kind to you

8 FRANCHISEE ADVISORY COUNCIL

We have established a franchisee advisory council ("**FAC**") to serve as an advisory council to us with respect to the advertising, marketing, operation, new product and service suggestions, and other

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

9 EVALUATIONS, AUDITS AND REPORTS

(a) Evaluations

We and our designated representatives have the right before you open the Studio for business and thereafter from time to time during your regular business hours, and without prior notice to you, to inspect and evaluate the Studio, observe and record operations, interview personnel and members, and inspect your books and records relating to business conducted at the Studio You will cooperate with us in these activities We will give you a written summary of our evaluation within 20 Business Days after the completion of our audit and/or inspection of the Studio You will promptly correct at your own expense all deficiencies (i e , failures to comply with System Standards) noted by our evaluators within the time period we specify following your receipt of our notice of such deficiencies We then may conduct one or more follow-up evaluations to confirm that you have corrected these deficiencies and otherwise are complying with this Agreement and all System Standards We may charge you an evaluation fee to compensate us for our costs and expenses during any such follow-up evaluation or any evaluation that you request

(b) Our Right to Audit

We may at any time during your business hours, and upon 30 days' prior written notice to you, examine the Studio's business, bookkeeping and accounting records, sales and income tax records and returns, and other records You agree to fully cooperate with our representatives and independent accountants hired by us to conduct any such inspection or audit If any inspection or audit discloses an understatement of the Studio's Gross Sales, you must pay us, within 15 days after receiving the inspection or audit report, the Royalties and any other amounts due on the amount of the understatement, plus interest from the date originally due until the date of payment If any inspection or audit discloses an overstatement of the Studio's Gross Sales, we will credit you (without interest) for any overpayments you made to us Further, if an inspection or audit is made necessary due to your failure to furnish reports, supporting records or other information as required, or to furnish these items on a timely basis, or if our examination reveals a Royalty understatement exceeding 2% of the amount that you actually reported to us for the period examined, you agree to reimburse us for the cost of our examination, including, without limitation, legal fees and independent accountants' fees, plus the travel expenses, room and board, and compensation of our employees These remedies are in addition to our other remedies and rights under this Agreement and applicable law

(c) Records, Reports, and Financial Statements

You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats (including, at our option, the accounting principles) that we prescribe from time to time We may require you to use a Computer

System to maintain certain revenue data and other information (including membership information) and provide us access to that data and other information in the manner we specify You agree to use any and all software, financial or otherwise, that we require from time to time and to provide us with the following reports, in the manner and format that we prescribe from time to time

(i) on or before the tenth (10^{th}) day of each month, a report describing the Studio-related purchases during the previous month in the categories for which we have designated, approved or recommended suppliers and other monthly operating reports that we reasonably specify from time to time,

(ii) on the Report Day, a report on the Studio's Gross Sales during the previous calendar week,

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

(iv) within 10 days after our request, exact copies of federal and state income tax returns, sales tax returns, and any other forms, records, books, and other information we may periodically require relating to you and your Studio

We may periodically specify the form and content of the reports and financial statements described above You agree to verify and sign each report and financial statement in the manner we prescribe We will not publicly disclose data derived from these reports unless we make such public disclosure without disclosing your identity or your Studio's financial results on an individual (i e , unconsolidated) basis

You agree to preserve and maintain all records, in the manner we periodically specify, in a secure location at the Studio for at least 5 years after the end of the fiscal year to which such records relate If we reasonably determine that any report or financial statement submitted to us is willfully and materially inaccurate, then following our delivery of written notice to you, we may require you to have audited financial statements prepared annually during the Term until we determine that your reports and statements accurately reflect the Studio's business and operations

10 TRANSFER

(a) Transfer by Us

This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests We also may change our ownership or form without restriction You acknowledge and agree that we may sell all or any part of our ownership interests, our assets, the Marks and/or the System to a third party, may go public, may engage in a private placement of some or all of our securities, may merge, acquire other corporations, or be acquired by another corporation, and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring You further acknowledge and agree that we have the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or noncompetitive franchise network, chain or any other business, and to operate, franchise or license those businesses and/or facilities as ORANGE THEORY® Studios operating under the Marks or any other marks following our purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which you acknowledge may be proximate to your Studio With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of our name, the Marks (or any variation thereof) and the System and/or the loss of association with or identification of

ORANGE THEORY® under this Agreement If we assign our rights in this Agreement, nothing in this Agreement shall be deemed to require us to remain in the ORANGE THEORY® Studio business or to offer or sell any products or services to you

(b) TRANSFER BY YOU – DEFINED

(i) Your rights and duties under this Agreement are personal to you The Franchise has been granted to you in reliance upon our perceptions of your (or your Owners') individual and collective character, skill, aptitude, attitude, business ability, and financial capacity Accordingly, neither this Agreement (nor any right granted by or interest in this Agreement), any Ownership Interest or other interest in you, nor the Studio (or substantially all of its assets or equipment) may be transferred without our prior written approval in accordance with the provisions of this Section 10 Any violation of this restriction or other unauthorized Transfer will be a breach of this Agreement and will be without effect We reserve the right to promulgate and periodically modify System Standards pertaining to the forms, procedures and other aspects of the Transfer process described in this Section 10

(c) Conditions for Approval of Transfer

Our approval of any Transfer is, in all cases, contingent upon the following

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

(ii) The terms and conditions of the proposed Transfer (including, without limitation, the purchase price) are satisfactory to us,

(iii) The proposed transferee (or its managing owner) and its manager and lead trainer must complete our initial training program to our satisfaction (unless the transferee is an existing licensee, franchisee, or Owner and the Studio will continue to be managed after the Transfer by the same manager and principal employees who managed the Studio before the Transfer),

(iv) The proposed transferee must, at our option (a) have agreed in writing to be bound by all of the terms and conditions of this Agreement, or (b) sign the form of franchise agreement and ancillary agreements we then are using in connection with the grant of new ORANGE THEORY® Studio franchises, which may differ materially from this Agreement (including, without limitation, increased fees, and conditions for renewal and additional Transfers), except that the term under such franchise agreement will be the then remaining Term (without considering any Successor Franchise rights you have under this Agreement),

(v) At our request, the proposed transferee refurbishes the Studio in the manner and subject to the provisions described in Section 2(a)(vi),

(vi) All monetary obligations (whether hereunder or not) of you to us or our Affiliates are paid in full,

(vii) You are not in default under this Agreement or any other agreement between you and us or our Affiliates,

(viii) We must have received a transfer fee equal to 25% of the then-current initial franchise fee charged to new franchisees,

(ix) You (and your transferring Owners) must have signed general releases, in a form satisfactory to us, of any and all claims against us and our Affiliates, and our and their respective owners, officers, directors, employees, and agents,

(x) You first offered to sell such interest to us pursuant to Section 10(e) of this Agreement and we have declined to exercise our right of first refusal in the manner set forth therein,

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

(xii) You and your transferring Owners must agree in writing for our and the transferee's benefit to continue to observe the restrictions contained in Sections 13, 14 and 17, and

(xiii) You must have provided us with all the Initial Transfer Package materials, the Transfer Package Material and any other material reasonably requested by us, and you agree to enter into an amendment to this Agreement or other document reflecting the new ownership structure You must provide us the Initial Transfer Package materials at least 60 days prior to the proposed Transfer's effective date

(d) Transfer to an Entity

If you are an individual or group of individuals and are in compliance with this Agreement, then upon no less than 10 days' prior written notice to us, and upon your compliance with our then-current transfer policies and procedures, you may transfer this Agreement to a legal entity formed solely to operate the Studio and, if applicable, other ORANGE THEORY® Studios, in which you maintain management control, and of which you own 100% of the financial and voting interests, provided that all assets of the Studio are owned, and the entire business of the Studio is conducted, by such entity If you are a group of individuals, any such individual who will not own an Ownership Interest in such entity must sign the form of agreement that we reasonably require in which each such individual releases any rights under this Agreement and releases any and all claims against us and our Affiliates and our and their respective owners, officers, directors, employees and agents Any transfer made in compliance with this Subsection 10(d) is not subject to the conditions or requirements in Subsection 10(c) or 10(e) However, transfers of Ownership Interests in the new entity, including, without limitation, the issuance of new Ownership Interests in such entity to any person other than you, will be subject to the applicable provisions of this Section 10 All Owners of the new entity (including you) must execute and deliver to us our standard form of Owner's Guaranty You will remain liable for performance of this Agreement by any entity to which you transfer this Agreement You also agree to enter into an amendment to this Agreement or other document to reflect the new entity as franchisee and ownership structure

(e) **Our Right of First Refusal to Match a Proposed Transfer**

If, during the Term of this Agreement, you receive a bona fide offer from a prospective purchaser for any interest in you or the Studio (whether by sale of assets, sale of equity interest, merger, consolidation or otherwise), you agree to comply with the following requirements You acknowledge and agree that we may, at any time during the process described in this Section, assign any or all of our rights and obligations under this Section to a designee (who may be our Affiliate) for any one or more proposed Transfers which are subject to our right of first refusal hereunder, and our designee will have all of our rights and obligations described herein

You must obtain a bona fide, arm's-length, executed written offer from a responsible, bona fide and fully-disclosed purchaser in connection with any proposed Transfer Promptly after receiving such offer, you must send us a copy of such offer (including, without limitation, any proposed contracts), for our consideration Upon receipt of such information, we will have 15 days to determine our interest in exercising our right of first refusal Our failure to notify you of our interest in exercising our right of first refusal within that 15-day period will be deemed our irrevocable decision not to exercise that right of first refusal for the offer you submitted to us

If we are interested in exercising our right of first refusal, then we may ask you to submit to us any or all of the following documents (i) your Studio's financial statements (including monthly revenue information) for the preceding 3 years, (ii) monthly membership information for the preceding 3 years (that is, the beginning membership base in terms of numbers of members and membership fees, membership additions and cancellations, and the ending membership base for each month in terms of numbers of members and membership fees), (iii) a description of the membership packages currently offered, (iv) a copy of the Studio's current lease (if we do not already have it), (v) information about the number and compensation of employees working at the Studio, (vi) a description of the competing health and fitness clubs operating within close proximity to the Studio, and (vii) a copy of your purchase agreement or letter of intent between you (or your Owner) and your proposed buyer (collectively the "**Due Diligence Package**") Our requesting the Due Diligence Package does not bind us to move forward with our exercise of our right of first refusal We will have 30 days after receiving the complete Due Diligence Package from you to evaluate the offer, request additional due diligence materials, and decide whether to purchase such interest for the price and on the terms and conditions contained in the offer If we elect to purchase the offered interest, then

(i) we may substitute cash for any other form of payment proposed in the offer (such as ownership interests in a privately-held entity),

(ii) our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, we may provide promissory notes with the same terms as those offered by the proposed buyer, except as to subordination Regarding subordination, you acknowledge and agree that our obligations under any promissory notes we provide in the transaction would be subordinate to our obligations under the promissory notes then outstanding to any and all lenders, although senior to the equity rights of our owners in us),

(iii) we will have not less than 60 days, but no more than 90 days, after we provide you our notice electing to purchase the offered interest to complete the sale, and

(iv) we must receive, and you (and each of your Owners) agree to make, all customary representations and warranties given by the seller of the assets of a business or the

ownership interests in a legal entity, as applicable, including, without limitation, representations and warranties regarding

(A) ownership and condition of and title to Ownership Interests and/or assets,

(B) liens and encumbrances relating to Ownership Interests and/or assets, and

(C) validity of contracts and the liabilities, contingent or otherwise, of the entity whose ownership interests are being purchased,

provided, however, that you need not make any representations and warranties that exceed the representations and warranties to which you agreed with the proposed transferee in the bona fide written offer, if that bona fide written offer sets forth all of the representations and warranties between the parties for the proposed Transfer

You agree that, if the proposed purchase price is to be paid with Ownership Interests of a transferee which is a privately-held entity, or with a promissory note given by the transferee (rather than with cash or publicly-traded ownership interests), we may require the true value of the consideration proposed to be given by the transferee to be determined by a major accounting firm that does not represent either you or us Except as provided below, the costs of that accounting firm will be shared equally by you and us Beginning the process of making such determination will toll our 30-day deadline for evaluating the offer for no more than 30 days We and you must instruct the accounting firm to complete its determination within such 30-day period If the accounting firm determines that the true value of the consideration proposed to be given by the transferee is less than the value stated in the original offer to you, you may, within 5 Business Days after you receive the determination, choose not to move forward with the proposed Transfer However, if you decide not to move forward with the proposed Transfer, you must pay the entire cost of the accounting firm (rather than sharing the cost equally with us)

If we do not exercise our right of first refusal, you or your Owners may complete the proposed Transfer to the proposed buyer, but only on the original offer's terms, and subject to our approval of the Transfer as provided in this Agreement and your compliance with the provisions of Section 10(c) above This means that, even if we do not exercise our right of first refusal, if the proposed Transfer otherwise would not be allowed under this Agreement, you or your Owners may not move forward with the Transfer at all

If you or your Owners do not complete the Transfer to the proposed buyer on the original offer's terms within 90 days after we notify you that we do not intend to exercise our right of first refusal (or after the last day of the 15-day initial review period described above, if applicable), then any proposed Transfer thereafter once again must comply with all of the provisions of this Subsection 10(e), as though there had not previously been a proposed Transfer

11 DEATH OR DISABILITY

(a) Transfer Upon Death or Disability

Upon your death or Disability or, if you are a legal entity, upon the death or Disability of an Owner, your or the Owner's executor, administrator, conservator, guardian, or other personal representative must, within a reasonable time (not to exceed 6 months after such death or Disability), Transfer your or the Owner's interest in compliance with the terms and conditions applicable to Transfers

contained in this Agreement (including, without limitation, Section 10) If your or the Owner's heirs desire to receive an assignment of the interest, we will allow them to do so if they satisfy the conditions contained in Section 10, including our right of first refusal (if applicable)

(b) Operation Upon Death or Disability

If you or one of your Owners was the manager of the Studio at the time of your or such Owner's death or Disability, then, within 30 days after such death or Disability, your or your Owner's executor or other personal representative must appoint a qualified manager to operate the Studio Such manager will be required to complete our management training program to our satisfaction In addition, if, at any time following the death or Disability of you or one of your Owners, we determine that the Studio is not being managed properly according to our System Standards, we or our designee have the right (but not the obligation) to enter the Site and assume the Studio's management for any period of time that we deem appropriate All funds from the Studio's operation during the period of our (or our designee's) management will be kept in a separate account and all Studio expenses will be charged to such account In addition to all other fees and payments owed hereunder, we may charge you a reasonable management fee that we specify, not to exceed 15% of the Studio's Gross Sales, plus any out-of-pocket expenses incurred in connection with the Studio's management We or our designee will have a duty only to use reasonable efforts upon assuming the Studio's management and will not be liable to you for any debts, losses or obligations that the Studio incurs, or to any creditors for any supplies or other products or services purchased for the Studio, in connection with such management

12 MARKS

(a) Right to Use Marks

Your right to use the Marks is derived solely from this Agreement and is limited to your development and operation of the Studio in accordance with and subject to all System Standards and all restrictions contained in this Agreement and the Manuals Except to the extent we authorize you to do so, you may not use or authorize the use of any Mark or any abbreviations thereof, or any references to you or the Studio, as part of any domain name, electronic address, meta tag, website or otherwise on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system You are not permitted to sublicense to anyone any rights to use the Marks or otherwise authorize any person not previously approved by us in writing to use the Marks in any manner

(b) Ownership and Goodwill of Marks

You acknowledge and agree that we own all rights in and to the Marks and all related goodwill You will never (during or after the Term) challenge our exclusive rights to the Marks Your unauthorized use of the Marks will be a material breach of this Agreement and deemed to be an intentional infringement of our trademark rights Your usage of the Marks and any goodwill established by such use and attributable to such intellectual property will be exclusively for our benefit, which means that you have no right to the Marks or the goodwill associated with the Marks (other than the right to use the Marks as provided in this Agreement) All provisions of this Agreement applicable to the Marks apply to all proprietary trademarks, service marks, and commercial symbols we authorize you to use during the Term

(c) Rules For the Use of Marks

You must use the Marks (and only the Marks) as the sole identification of the Studio at the Site, and only in the manner we prescribe in the Manuals, bulletins, and other notices to you, and give such

notice of registration or other claim of trademark rights as we reasonably prescribe You may not use the Marks or any abbreviations thereof (a) for any purpose not expressly authorized by this Agreement, (b) on or to identify any services, merchandise, products, or equipment, whether or not sold at the Studio, except for those services authorized to be provided at ORANGE THEORY® Studios and items that are furnished or sold to you by us or our authorized suppliers or distributors ("**Authorized Products**"), or (c) at any location other than the Studio at the Site except in approved advertising and marketing You may not manufacture, use, sell, or distribute, or contract with any party other than our or our Affiliate's authorized licensees to manufacture, use, sell, or distribute, any products, merchandise, or equipment bearing any of the Marks without our prior written approval You may sell Authorized Products only at retail to customers of the Studio, and you must not sell any Authorized Products through mail order or a website or at a location other than the Site (except for limited, short term, off-site, promotional purposes which we approve in advance) Subject to our approval of the form of the proposed use, which we will not unreasonably withhold or delay, you may include in your fictitious name filing and in the references to your Studio a geographic reference relating to the Studio's location as long as the reference does not interfere with the proper use of the Marks under our System Standards and the required use of the Marks under trademark law (e g , ORANGE THEORY® Fort Lauderdale)

(d) Notification and Defense of Claims

You must notify us promptly of any claim by others (a) that you are infringing their trademark rights in connection with your use of the Marks, or (b) to any rights in the Marks which are inconsistent with this Agreement or our exclusive rights to the Marks You must fully cooperate with us with respect to our prosecution of any infringement claim or our defense of a claim that you are infringing the trademark rights of any third party We have the exclusive right to control any such prosecution or defense

(e) Indemnification By Us

Provided you comply with the provisions of this Section 12, we will indemnify, defend, and hold harmless you and your Owners, directors, officers, employees, agents, successors, and assignees (collectively, the "**Trademark Indemnified Parties**") against, and reimburse all of the Trademark Indemnified Parties for, any Claims asserted against or incurred by the Trademark Indemnified Parties in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement if you have timely notified us of the proceeding and comply with our reasonable directions in responding to the proceeding Notwithstanding the foregoing, we will not indemnify, defend or hold harmless the Trademark Indemnified Parties for any unauthorized use of the Marks We may control the defense of any proceeding arising from your use of any Mark under this Agreement This indemnification will continue in full force and effect notwithstanding this Agreement's termination or expiration

(f) Discontinuance of Use of Marks

If, in our reasonable opinion, it is desirable to modify or discontinue the use of any of the Marks and/or use one or more additional or substitute Marks, at any time, you must comply with our directions within a reasonable time after receiving notice We will not reimburse you for any loss of revenue or profits attributable to the change in Marks or for any expenditures you make to change Marks or to promote a modified or substitute trademark or service mark Nothing in this Section affects your obligation to maintain signage and otherwise display the Marks in accordance with System Standards

13 CONFIDENTIAL INFORMATION

(a) Confidentiality of Trade Secrets and Other Confidential Information

You acknowledge and agree that we and our Affiliates own all right, title and interest in and to the Confidential Information We will disclose to you such parts of the Confidential Information as we determine (in our sole judgment) are required for the operation of a Studio during training and in guidance and assistance furnished to you during the Term The Manuals contain Confidential Information, and you may learn or otherwise obtain from us additional Confidential Information during the Term You and each of your Owners acknowledge and agree that neither you, the Owners nor any other person or entity will acquire any interest in or right to use the Confidential Information, other than your right to utilize certain Confidential Information in the operation of the Studio, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition with us and our franchisees You will disclose the Confidential Information to your Owners and employees only to the extent reasonably necessary for the operation of the Studio

You acknowledge and agree that the Confidential Information is confidential to and a valuable asset of us and our Affiliates, is proprietary, and is disclosed to you solely on the condition that you and your Owners, and each Owner does hereby agree (on behalf of and with respect to himself/herself only) and you do hereby agree, that, during and after the Term, you and your Owners

(i) will not use the Confidential Information in any other business or capacity,

(ii) will maintain the absolute secrecy and confidentiality of the Confidential Information,

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

(iv) will adopt and implement all reasonable procedures prescribed from time to time by us to prevent unauthorized use or disclosure of or access to the Confidential Information, including, without limitation, requiring employees who will have access to such information to execute confidentiality agreements in a form periodically prescribed by us You must maintain such confidentiality agreements on file for 4 years after the employee executing such agreement has left your employment, and must provide us, at our request, executed originals of each such agreement

You must comply with any reasonable instruction by us regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of member information and, in any event, employ reasonable means to safeguard the confidentiality and security of member information You must comply with all applicable laws governing the use, protection, and disclosure of membership information If there is a suspected or actual breach of security or unauthorized access involving membership information, you must notify us immediately after becoming aware of such actual or suspected occurrence and specify the extent to which membership information was compromised or disclosed

Nothing contained in this Agreement will be construed to prohibit you from using the Confidential Information that we specify in connection with the operation of your Studio pursuant to this Agreement

Notwithstanding anything to the contrary contained in this Agreement and provided you have obtained our prior written consent, the restrictions on your disclosure and use of the Confidential Information will not apply to the following (i) information, methods, procedures, techniques and knowledge which are or become generally known to the general public, other than through disclosure (whether deliberate or inadvertent) by you or your Owners or employees, and (ii) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that you are legally compelled to disclose such information, provided you notify us prior to disclosure and have used your best efforts to obtain, and have afforded us the opportunity to obtain, an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed

(b) Nondisclosure and Noncompetition Agreements with Certain Individuals

We have the right to require any holder of a legal or beneficial interest in you (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and employees of your Studio to execute a nondisclosure and noncompetition agreement, in form reasonably satisfactory to us, upon execution of this Agreement or prior to each such person's affiliation with you Our current form of nondisclosure and non-competition agreement is attached as an exhibit to our Franchise Disclosure Document Upon our request, you will provide us with copies of all nondisclosure and noncompetition agreements signed pursuant to this Subsection Such Agreements shall remain on file at your offices and are subject to audit or review as otherwise set forth in this Agreement We will be a third party beneficiary with the right to enforce covenants contained in such agreements or, at our option, we will be a direct party to the agreement

14 EXCLUSIVE RELATIONSHIP

You acknowledge and agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure or to encourage a free exchange of ideas and information among our franchisees if you (or your Owners) were permitted to hold interests in or perform services for a Competitive Business Therefore, we have granted the Franchise to you in consideration of and reliance upon your (and your Owners') agreement to deal exclusively with us You agree that, during the Term, neither you nor any of your Owners, directors, or officers (nor any of your or their immediate family members) will

(i) have any direct or indirect interest as an owner – whether of record, beneficially or otherwise – in a Competitive Business, wherever located or operating (this restriction will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than 5% of the number of shares of that class of securities issued and outstanding),

(ii) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located or operating,

(iii) recruit or hire any person who is our employee or the employee of any ORANGE THEORY® Studio without obtaining the prior written permission of that person's employer,

(iv) direct any prospective or existing business or economic opportunities away from us, our Affiliate, the Studio or any other ORANGE THEORY® Studio to a Competitive Business, wherever located or operating, or

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

You acknowledge that the restrictive covenants contained in this Section and Subsections 13(a) and 17(d) are essential elements of this Agreement and that without their inclusion, we would not have entered into this Agreement You acknowledge that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of us, our franchisees, the System and the Marks You waive any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable

15 INNOVATIONS

You agree to promptly disclose to us all Innovations, whether or not protectable intellectual property and whether created by or for you or your Owners or employees All Innovations will be deemed our sole and exclusive property and works made-for-hire for us We have the right to incorporate Innovations into the System and may use them and authorize you and others to use them in the operation of ORANGE THEORY® Studios Innovations will then also constitute Confidential Information We will disclose to you Innovations that are made a part of the System To the extent any Innovation does not qualify as a work made-for-hire for us, by this paragraph you assign ownership of that Innovation, and all intellectual property and other rights to the Innovation, to us and agree to sign and deliver such instruments and documents, provide such assistance and perform such other acts as we periodically designate in order for us or our designee to obtain exclusive rights in such Innovations We will have no obligation to make any lump sum or other payments to you or any other person with respect to any such Innovations You will not use, nor will you allow any other person to use, any such Innovations, whether in connection with the Studio or otherwise, without obtaining our prior written approval

16 TERMINATION OF AGREEMENT

(a) Termination By You

You may terminate this Agreement if we commit a material breach of any of our obligations under this Agreement and fail to correct such breach within 30 days after your delivery of written notice to us of such breach, provided, however, that if we cannot reasonably correct the breach within this 30-day period but provide you, within this 30-day period, with reasonable evidence of our effort to correct the breach within a reasonable time period, then the cure period will run through the end of such reasonable time period

(b) Termination by Us

Upon the occurrence of any one of the following events, we may, at our option, terminate this Agreement, effective immediately upon delivery of written notice to you

(i) you (or any of your Owners) have made or make any material misrepresentation or omission in connection with your application for and acquisition of the Franchise or your operation of the Studio, including, without limitation, by intentionally, or through your gross negligence, understating the Studio's Gross Sales for any period,

(ii) you fail to obtain our approval of the Site, to secure the approved Site under a lease or sublease that we approve, or otherwise to meet any of the Development Obligations identified in Section 3 on or before the applicable deadline established in Section 3, or you fail to develop, open and begin operating the Studio in accordance with our System Standards on or before the Mandatory Opening Date,

(iii) you abandon or fail to actively operate the Studio offering full services to its members during all of the hours we specify (other than due to a force majeure) for 2 or more consecutive days, or for 5 or more days during any calendar month, although you may close the Studio for up to 7 days for remodeling and repairs which have been pre-approved in writing by us (but if your remodeling or repairs will take more than 7 days, your members must be able to use an alternate location within 5 miles of your Studio),

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

(v) you (or any of your Owners) are or have been convicted of, or plead or have pleaded either guilty or no contest to, a felony, or to another crime of lesser offense that may adversely affect your reputation, the reputation of your Studio or the goodwill associated with the Marks,

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

(vii) a Lender forecloses on its lien on a substantial and material portion of the Studio's assets,

(viii) you (or any of your Owners) misappropriate any Confidential Information or violate any provisions of Subsection 14, including, but not limited to, by holding interests in or performing services for a Competitive Business,

(ix) you violate any material law, ordinance, or regulation applicable to the Studio and do not begin to correct such noncompliance or violation immediately, or do not completely correct such noncompliance or violation within the time period prescribed by law, unless you are in good faith contesting your liability for such violation through appropriate proceedings,

(x) you fail to report the Studio's Gross Sales pursuant to Subsection 9(c) or fail to make any payment due to us or any of our Affiliates, and do not correct such failure within 5 days after delivery of written notice of such failure,

(xi) you fail to maintain the insurance required by this Agreement or to furnish us with satisfactory evidence of such insurance within the required time and do not correct such failure within 5 days after delivery of written notice of such failure,

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

(xiii) you (or any of your Owners) breach this Agreement or any other agreement between us (or any of our Affiliates) and you (or any of your Owners or Affiliates) on three (3) or more separate occasions within any period of 12 consecutive months and we provide you with written notice of such breaches in accordance with Subsection 22(g) below, whether or not such breaches are corrected after notice from us,

(xiv) you repeatedly fail to pay amounts owed to our designated, approved, or recommended suppliers within 30 days following the due date (unless you are contesting the

amount in good faith), or you default (and fail to cure within the allocated time) under any note, lease, or agreement we deem material pertaining to the operation or ownership of the Studio,

(xv) any other contract or agreement between us (or any of our Affiliates) and you (or any of your Owners or Affiliates), including any franchise agreement for another ORANGE THEORY® Studio, is terminated before its term expires, regardless of the reason,

(xvi) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due, you consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of your property, the Studio is attached, seized, or levied upon, unless such attachment, seizure, or levy is vacated within 60 days, or any order appointing a receiver, trustee, or liquidator of you or the Studio is not vacated within 60 days following the entry of such order, or

(xvii) you fail to comply with any other obligation under this Agreement or any other agreement between us (or any of our Affiliates) and you, including, without limitation, any System Standard, and do not correct the failure to our satisfaction within 30 days after we deliver written notice of the failure to you, provided, however, that if you cannot reasonably correct the breach within this 30-day period but provide us, within this 30-day period, with reasonable evidence of your effort to correct the breach within a reasonable time period, then the cure period will run through the end of such reasonable time period

(c) Assumption of Studio's Management

We or our designee have the right (but not the obligation), under the circumstances described in the paragraph below, to enter the Site and assume the Studio's management for any period of time that we deem appropriate All funds from the Studio's operation during the period of our (or our designee's) management will be kept in a separate account and all Studio expenses will be charged to such account In addition to all other fees and payments owed hereunder, we may charge you a reasonable management fee that we specify, not to exceed 3% of the Studio's Gross Sales, plus any out-of-pocket expenses incurred in connection with the Studio's management We or our designee will have a duty only to use reasonable efforts upon assuming the Studio's management and will not be liable to you for any debts, losses or obligations that the Studio incurs, or to any creditors for any supplies or other products or services purchased for the Studio, in connection with such management

We or our designee may assume the Studio's management under the following circumstances (a) if you abandon or fail to actively operate the Studio for any period, or (b) we provide you with a notice, in the form specified in Subsection 22(g) below, of your violation of Subsections 16(b)(iii), (v), (ix), (xii) or (xvi) above and you do not correct or cure the breach or violation described in the notice within the applicable cure period (if any) Our exercise of our rights under this Subsection 16(c) will not affect our right to terminate this Agreement under this Section 16

17 EFFECT OF TERMINATION OR EXPIRATION OF THIS AGREEMENT

(a) Payment of Amounts Owed to Us

Upon termination or expiration of this Agreement for any reason, you will pay us all amounts remaining due under this Agreement within 10 days after such termination or expiration (or within 10 days after the amount is known, if the amount is not known on the effective date of expiration or termination) In the case of a termination by us pursuant to Subsection 16(b) or a termination by you other than pursuant to Subsection 16(a), this will be deemed to include all amounts that you would have

paid us during what would have been the remainder of the Term had it not been terminated, including, but not limited to, Royalties and Marketing Contributions (with the Gross Sales used to calculate the Royalties being determined using the average of your weekly Gross Sales during the 6-month period prior to the date of termination) However, the parties acknowledge and agree that, in the case of a termination by us pursuant to Subsection 16(b) or a termination by you other than pursuant to Subsection 16(a), we also will suffer damages other than lost future Royalties and Brand Fund Contributions (including, without limitation, loss of goodwill relating to the Marks and lost business opportunities)

(b) Marks

Upon the termination or expiration of this Agreement

(i) you may not directly or indirectly at any time or in any manner (except with respect to other ORANGE THEORY® Studios you own and operate) identify yourself or any business as a current or former ORANGE THEORY® Studio, or as one of our current or former franchisees, or use any of the Marks, or any colorable imitation thereof, including, without limitation, on any stationery, forms, advertising materials, membership agreements or billing statements, or utilize for any purpose any trade name, trade or service mark or other commercial symbol that indicates or suggests a connection or association with us,

(ii) you will take such action as may be required to cancel all fictitious or assumed name(s) or equivalent registrations relating to your use of any of the Marks and, at our option, to assign to us (or our designee) or cancel any electronic address, domain name or website, or rights maintained in connection with any search engine, that associates you with us, the Studio, or the Marks,

(iii) you will at your own expense remove and deliver to us (or, at our option, destroy) all marketing materials, forms, and other materials containing any of the Marks or otherwise identifying or relating to an ORANGE THEORY® Studio,

(iv) if we do not have or do not exercise an option to purchase the Studio, you will, at your own expense, remove all exterior and interior signage at the Studio and thereupon either destroy such exterior and interior signage or, if they meet our then-current standards and specifications, sell your interior and exterior signage to us or another ORANGE THEORY® Studio franchisee at such price and on such payment terms as such parties may negotiate and agree upon,

(v) if we do not have or do not exercise an option to purchase the Studio, you will, at your own expense, make such alterations as we reasonably specify to distinguish the Studio clearly from its former appearance and from other ORANGE THEORY® Studios so as to prevent a likelihood of confusion by the public and otherwise take the steps that we specify to de-identify the Studio,

(vi) if we do not have or do not exercise an option to purchase the Studio, you will notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone, telecopy, or other numbers, and any regular, classified, or other telephone directory listings associated with any of the Marks or the Studio, authorize the transfer of such numbers and directory listings to us or our nominee, and/or instruct the telephone company to forward all calls made to your telephone numbers to numbers we specify,

(vii) in addition to any procedures required by state law, you will notify all of your members of the termination or expiration of this Agreement and offer to such members the option to terminate their membership and receive a pro rata refund of all membership fees and other charges which were prepaid by such members related to any period after the effective date of termination or expiration of this Agreement, and

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

(c) Confidential Information

Upon termination or expiration of this Agreement, you and your Owners will immediately cease to use any of our Confidential Information in any business or otherwise and return to us all copies of the Manuals and any other confidential materials that we have loaned to you

(d) Competitive Restrictions

Upon expiration or termination of this Agreement for any reason whatsoever (provided you have not acquired a Successor Franchise), you and your Owners agree that, for a period of 2 years commencing on the effective date of termination or expiration, neither you nor any of your Owners will, directly or indirectly (e g , through a spouse or child)

(i) have any direct or indirect interest as an owner (whether of record, beneficially or otherwise) in or perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise, for a Competitive Business, located or operating (A) at the Site, (B) within a 10-mile radius of the Site, or (C) within a 10-mile radius of any other ORANGE THEORY® Studio in operation or under development on the effective date of termination or expiration of this Agreement (this restriction will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than 5% of the number of shares of that class of securities issued and outstanding),

(ii) recruit or hire any person who is our employee or the employee of any ORANGE THEORY® Studio without obtaining the prior written permission of that person's employer, or

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

If any person restricted by this Section refuses voluntarily to comply with the foregoing obligations, the 2-year period will commence with the entry of an order of an arbitrator, or court if necessary, enforcing this provision You and your Owners expressly acknowledge that you and they possess skills and abilities of a general nature and have other opportunities for exploring such skills Consequently, enforcement of the covenants made in this Section will not deprive you or your Owners of your or their personal goodwill or ability to earn a living

(e) Memberships

Upon termination or expiration, you must notify all members of your ORANGE THEORY® Studio immediately that your ORANGE THEORY® Studio will cease to operate under the Marks If this Agreement is being terminated or expiring without renewal, we may contact members of your ORANGE

THEORY® Studio and offer such members continued rights to use one or more ORANGE THEORY® Studios on such terms and conditions we deem appropriate, which in no event will include assumption of any then-existing liability arising out of or relating to any Membership Agreement or act or failure to act by you or your ORANGE THEORY® Studio In the event that, upon expiration or termination of this Agreement, members of your ORANGE THEORY® Studio are legally entitled to full or partial refund of any monies paid to you, you will refund such monies promptly and in full and will cooperate with us to preserve customer goodwill with such members

(f) OUR RIGHT TO PURCHASE

(i) Exercise of Option Upon our termination of this Agreement in accordance with its terms and conditions or your termination of this Agreement without cause, we have the option, exercisable by giving written notice to you within 60 days from the date of such termination, to purchase the Studio from you, including the leasehold rights to the Site (The date on which we notify you whether or not we are exercising our option is referred to in this Agreement as the **"Notification Date"**) We have the unrestricted right to assign this option to purchase the Studio We will be entitled to all customary warranties and representations in connection with our asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets, liens and encumbrances on assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise

(ii) Leasehold Rights You agree at our election

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

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

(iii) Purchase Price The purchase price for the Studio will be its fair market value, determined in a manner consistent with reasonable depreciation of the Studio's equipment, signs, inventory, materials and supplies, provided that the Studio will be valued as an independent business and its value will not include any value for

(A) the Franchise or any rights granted by this Agreement,

(B) the Marks, or

(C) participation in the network of ORANGE THEORY® Studios

The Studio's fair market value will include the goodwill you developed in the market of the Studio that exists independent of the goodwill of the Marks and the System The length of the remaining term of the lease for the Site will also be considered in determining the Studio's fair market value

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

(iv) Appraisal If we and you are unable to agree on the Studio's fair market value, its fair market value will be determined by 3 independent appraisers who collectively will

conduct one appraisal We will appoint one appraiser, you will appoint one appraiser and the two party-appointed appraisers will appoint the third appraiser You and we agree to select our respective appraisers within 15 days after we notify you that we are exercising our option to purchase the Studio, and the two appraisers so chosen are obligated to appoint the third appraiser within 15 days after the date on which the last of the two party-appointed appraisers was appointed You and we will bear the cost of our own appraisers and share equally the fees and expenses of the third appraiser chosen by the two party-appointed appraisers The appraisers are obligated to complete their appraisal within 30 days after the third appraiser's appointment

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

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

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

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

(D) accounts receivable from members and membership contracts

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

(g) Continuing Obligations

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

18 RELATIONSHIP OF THE PARTIES, INDEMNIFICATION

(a) Independent Contractors

This Agreement does not create a fiduciary relationship between you and us We and you are and will be independent contractors, and nothing in this Agreement is intended to create an agency, joint venture, partnership, or employment relationship Neither party has any right to create any obligation on behalf of the other except as expressly provided in this Agreement Because you are an independent contractor, your labor relations with your employees are strictly your own concern You must comply with all applicable laws and regulations, whether related to employment, to operating the Studio or otherwise We do not have the right or power to supervise or discipline any of your employees, to

determine the hiring, firing, compensation, or terms or conditions of employment of any of your employees, or otherwise to control the labor relations between you and your employees

(b) Taxes

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

(c) Indemnification

(i) You will indemnify, defend, and hold us, our Affiliates, and our and their respective owners, directors, managers, officers, employees, agents, successors, and assignees (collectively, **"Franchisor Indemnified Parties"**) harmless against, and reimburse any one or more of the Franchisor Indemnified Parties for, all third party claims, any and all taxes, and any and all claims and liabilities directly or indirectly arising out of

(A) the operation of the Studio,

(B) the unauthorized use of the Marks,

(C) a Transfer in violation of this Agreement,

(D) a breach of this Agreement, including, but not limited to, unauthorized use of the Confidential Information, or

(E) any other agreement between the parties and or their Affiliates that relates to the operation of the Studio,

including, without limitation, those claims and liabilities which are alleged to have been caused by a Franchisor Indemnified Party's negligence However, your indemnification obligations will not apply to, and we will reimburse you for any defense costs that you incurred on behalf of any Franchisor Indemnified Party with respect to, claims or liabilities which are determined to be caused solely by the Franchisor Indemnified Party's negligence, material defaults or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction Each Franchisor Indemnified Party has the right to defend any Claim at your expense if you fail to defend the Claim in the manner the Franchisor Indemnified Party reasonably requires This indemnity will continue in full force and effect notwithstanding the termination or expiration of this Agreement Neither we nor any other Franchisor Indemnified Party is required to seek recovery from any insurer or other third party in order to maintain and recover fully a Claim against you You agree that our failure to pursue such recovery will in no way reduce or alter the amounts we or another Franchisor Indemnified Party may recover from you

(ii) We agree to indemnify, defend, and hold harmless you and your Owners, directors, officers, employees, agents, successors, and assignees (collectively, **"Franchisee Indemnified Parties"**) against, and to reimburse each Franchisee Indemnified Party for, all Claims asserted by a third party arising out of our negligence, material defaults or intentional misconduct toward that third party Each Franchisee Indemnified Party has the right to defend any claim at our expense if we fail to defend the claim in the manner the Franchisee Indemnified Party reasonably requires This indemnity will continue in full force and effect notwithstanding

the termination or expiration of this Agreement A Franchisee Indemnified Party need not seek recovery from an insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against us We agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts you or another Franchisee Indemnified Party may recover from us

(d) Insurance

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

Property	$ 70,000 business personal property $ 110,000 tenant improvements $ 270,000 business income/extra expense
Professional Liability/General Liability	$1,000,000 each occurrence $3,000,000 annual aggregate $ 100,000 each occurrence for sexual misconduct $ 300,000 aggregate for sexual misconduct

19 ENFORCEMENT

(a) Severability

Except as expressly provided to the contrary in this Agreement, including in Subsection 21, each provision of this Agreement is severable, and if, for any reason, any provision or part of a provision is held to be invalid or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction in a proceeding

to which we are a party, that ruling will not impair the operation of, or have any other effect upon, such other portions of this Agreement that remain otherwise intelligible, which will continue to be given full force and effect and bind the parties If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable by reducing any part or all of it, you and we agree that such covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity If any applicable and binding law or rule of any jurisdiction requires a greater prior notice than is required under this Agreement of the termination of this Agreement or of our refusal to enter into a Successor Franchise Agreement, or the taking of some other action not required under this Agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid or unenforceable, the prior notice and/or other action required by such law or rule will be substituted for the comparable provisions of this Agreement, and we will have the right to modify such invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable You agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions or any System Standard any portion or portions which a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order or arbitration award Such modifications to this Agreement will be effective only in such jurisdiction, unless we elect to give them greater applicability, and will be enforced as originally made and entered into in all other jurisdictions

(b) Amendment

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

(c) Waiver of Obligations

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

(d) Costs and Attorneys' Fees

If a claim for amounts owed by you to us or any of our Affiliates is asserted in any legal or arbitration proceeding or if either you or we are required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable accounting and attorneys' fees Attorneys' fees will include,

without limitation, reasonable legal fees charged by attorneys, paralegal fees, and costs and disbursements, whether incurred prior to, or in preparation for, or in contemplation of, the filing of written demand or claim, action, hearing or proceeding to enforce the obligations of the parties under this Agreement

(e) Cumulative Rights

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

20 MEDIATION

We and you acknowledge that during the term of this Agreement disputes may arise between the parties that may be resolvable through mediation To facilitate such resolution we and you agree that, prior to filing any judicial or arbitration proceeding, except injunctive and related relief as provided in Section 21, each party shall submit the dispute between them for non-binding mediation at a mutually agreeable location If we and you cannot agree on a location, the mediation will be conducted in Fort Lauderdale, Florida The mediation will be conducted by one (1) mediator who is appointed under the American Arbitration Association's Commercial Mediation Rules and who shall conduct the mediation in accordance with such rules We and you agree that statements made by us, you or any other party in any such mediation proceeding will not be admissible in any arbitration or other legal proceeding Each party shall bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate in the mediation If any dispute between the parties cannot be resolved through mediation within 45 days following the appointment of the mediator, the parties agree to submit such dispute to arbitration subject to the terms and conditions of Section 21

21 ARBITRATION

All disputes between us and our Affiliates, and our and their respective owners, officers, directors, agents, and employees, and you (and/or your Owners, Affiliates, officers, directors, agents, and employees, if applicable) arising out of or related to this Agreement or any provision of this Agreement (including the validity and scope of the arbitration obligation under this Section 21, which we and you acknowledge is to be determined by an arbitrator, not a court), any other agreement between us (or our Affiliate) and you, or any aspect of our and your relationship, will be determined exclusively by binding arbitration to be conducted by one (1) arbitrator under the then-current commercial arbitration rules of the American Arbitration Association Arbitration proceedings must be held exclusively in Broward County, Florida All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U S C §§ 1 et seq) Judgment upon the award may be entered in any court of competent jurisdiction

We and you agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier We and you further agree that, in any arbitration proceeding, each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates Any claim which is not submitted or filed as required is forever barred The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us and will not have the right to declare any Mark generic or otherwise invalid Except as described in Subsection 22(d), we and you and your Owners waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between you and us, the party making a claim will be limited to equitable relief and to recovery of any actual damages he, she, or it sustains We reserve the right, but have no

obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Subsection 19(d) above

Arbitration must be conducted on an individual, not a class-wide, basis, only we (and/or our Affiliates, and our and their respective owners, officers, directors, agents, and employees) and you (and/or your Owners, Affiliates, officers, directors, agents, and employees, if applicable) may be the parties to any arbitration proceeding described in this Section 21, and no such arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person, corporation, limited liability company, or partnership Notwithstanding the foregoing or anything to the contrary in this Section 21 or Subsection 19(a), if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 21, then all parties agree that this arbitration clause will not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 22

Notwithstanding anything to the contrary contained in this Section 21, we and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction In that case, we and you agree to contemporaneously submit our dispute for arbitration on the merits according to this Section 21 The provisions of this Section 21 will continue in full force and effect notwithstanding the termination or expiration of this Agreement and are intended to benefit and bind certain third party non-signatories

22 MISCELLANEOUS

(a) Governing Law

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U S C §§ 1 ET SEQ) EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT 15 U S C §§ 1051 ET SEQ), THE UNITED STATES COPYRIGHT ACT, OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES, EXCEPT THAT ANY FLORIDA LAW REGULATING THE SALE OF FRANCHISES, LICENSES, OR BUSINESS OPPORTUNITIES, OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE OR THE RELATIONSHIP OF A LICENSOR AND ITS LICENSEE, OR INVOLVING UNFAIR OR DECEPTIVE ACTS OR PRACTICES, WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION REFERENCES TO ANY LAW OR REGULATION ALSO REFER TO ANY SUCCESSOR LAWS OR REGULATIONS AND ANY IMPLEMENTING REGULATIONS FOR ANY STATUTE, AS IN EFFECT AT THE RELEVANT TIME REFERENCES TO A GOVERNMENTAL AGENCY ALSO REFER TO ANY SUCCESSOR REGULATORY BODY THAT SUCCEEDS TO THE FUNCTION OF SUCH AGENCY

(b) Consent to Jurisdiction

SUBJECT TO OUR AND YOUR ARBITRATION OBLIGATIONS IN SECTION 21, YOU AND YOUR OWNERS AGREE THAT ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR AFFILIATES, OR OUR OR THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, MUST BE BROUGHT EXCLUSIVELY IN THE FEDERAL AND STATE COURTS IN

BROWARD COUNTY, FLORIDA THE COURTS SPECIFIED IN THIS SUBSECTION 22(b) WILL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES, AND VENUE WILL LIE IN BROWARD COUNTY, FLORIDA, AND WILL BE DETERMINED ACCORDING TO FLORIDA LAW, WITHOUT REGARD TO THE JURISDICTIONAL, VENUE, OR CHOICE OF LAW PROVISIONS OF ANY STATE OR TERRITORY OTHER THAN FLORIDA YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE, OR SHE MAY HAVE TO EITHER JURISDICTION OR VENUE NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION FOR A TEMPORARY RESTRAINING ORDER OR FOR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF, OR TO ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT IN THE STATE IN WHICH YOU RESIDE OR THE STUDIO IS LOCATED

(c) Waiver of Jury Trial

YOU (AND YOUR OWNERS) AND WE EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU (OR YOUR OWNERS) OR US

(d) Waiver of Punitive Damages

EXCEPT WITH RESPECT TO YOUR AND OUR OBLIGATION TO INDEMNIFY THE OTHER PURSUANT TO SUBSECTION 18(c) FOR CLAIMS OF OTHERS SEEKING TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES, AND EXCEPT FOR CLAIMS FOR UNAUTHORIZED USE OF THE MARKS OR MISAPPROPRIATION OF ANY CONFIDENTIAL INFORMATION, OR FOR LOST PROFITS BY US ARISING OUT OF YOUR TERMINATION OF THIS AGREEMENT AS SET FORTH IN SUBSECTION 17(a), WE AND YOU AND YOUR OWNERS WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES HE, SHE, OR IT SUSTAINS

(e) Limitations of Claims

EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OF AMOUNTS DUE UNDER THIS AGREEMENT, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS AN ARBITRATION PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING SUCH CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO SUCH CLAIMS

(f) Construction

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

Sections, nothing in this Agreement is intended, or will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement Except where this Agreement expressly obligates us reasonably to approve any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed or effected actions that require our approval The headings of the Sections and Subsections are for convenience only and do not define, limit, or construe the contents of such Sections or Subsections Any time period or deadline imposed on the parties under this Agreement will be extended or delayed as is reasonably necessary upon the occurrence of a force majeure (although all payments due under this Agreement must continue to be made) This Agreement may be executed in multiple copies, each of which will be deemed an original If two or more persons are at any time "**you**" under this Agreement, their obligations and liabilities to us will be joint and several

(g) Notices and Payments

All approvals, requests, notices, and reports required or permitted under this Agreement will not be effective unless in writing and delivered to the party entitled to receive the notice in accordance with this Subsection All such approvals, requests, notices, and reports, as well as all payments, will be deemed delivered at the time delivered by hand, or 1 Business Day after sending by telegraph, facsimile, e-mail or comparable electronic system or through a nationally recognized commercial courier service for next Business Day delivery, or 3 Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid, and must be addressed to the party to be notified at its most current principal business address of which the notifying party has been notified and/or, with respect to any approvals and notices that we provide to you or your Owners, at the Studio's address As of the Effective Date of this Agreement, notices should be addressed to the following addresses unless and until a different address has been designated by written notice to the other party

To us

ULTIMATE FITNESS GROUP, LLC
6000 Broken Sound Parkway NW, Suite 200
Boca Raton, FL 33487
Attn Legal Department
E-mail legal@orangetheoryfitness com

To you

_____
_____
_____
Attn _____
E-mail _____

(h) Time

Time is of the essence of this Agreement and each and every provision

(i) Binding Effect

The delivery of this Agreement to you is not an offer Therefore, this Agreement will not be binding upon us until it is first signed by you, tendered to us for our acceptance, and signed by us Once accepted by us, this Agreement is binding upon and will inure to the benefit of us and you and our and your respective successors and permitted assigns

(j) **Exercise of Our Business Judgment**

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

(k) **Electronic Mail**

You acknowledge and agree that exchanging information with us by e-mail is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications You authorize the transmission of e-mail by us and our employees, vendors, and Affiliates ("**Official Senders**") to you during the Term You further agree that (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us, (b) you will cause your officers, directors, and employees to give their consent to Official Senders' transmission of e-mails to them, (c) you will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with you, and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the Term The consent given in this Subsection will not apply to the provision of notices by either party under this Agreement pursuant to Subsection 22(g) using e-mail unless the parties otherwise agree in a written document manually signed by both parties

23 VARYING STANDARDS

Because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, in our sole and absolute discretion and as we may deem in the best interests of all concerned in any specific instance, to vary standards and license agreement provisions for any licensee or prospective licensee based upon the peculiarities of a particular Site or circumstance, density of population, business potential, population or trade area, existing business practices, or any other condition which we deem to be of importance to the successful operation of such licensee's business You will not have the right to complain about a variation from standard specifications and practices granted to any other licensee and will not be entitled to require us to grant you a like or similar variation

24 DEFINITIONS

For purposes of this Agreement, the terms listed below have the meanings that follow them Other terms used in this Agreement are defined and construed in the context in which they occur

"**Actual Opening Date**" means the date on which the Studio first opens for member workouts of any kind under this Agreement, regardless of the date on which the Studio's "grand opening" occurs

"**Affiliate**" as used with respect to you or us, means any person directly or indirectly owned or controlled by, under common control with, or owning or controlling, you or us (as applicable) For purposes of this definition, "**control**" of a person means ownership or control of a majority of the voting ownership of the person or any combination of voting ownership and/or one or more agreements that together afford control of the management and policies of such person

"**Ancillary Business Operations**" is defined in Subsection 6(c) of this Agreement

"**Business Day**" means any day other than Saturday, Sunday or a legal United States holiday

"**Claim" or "Claims**" for purposes of indemnification, the reference to "claims and liabilities" (collectively called "**Claims**" and individually called a "**Claim**") means all obligations and damages (actual, consequential, exemplary, or other) suffered as a result, and costs reasonably incurred in the defense, of any claim asserted 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

"**Competitive Business**" means (i) any business activity involving any athletic or fitness center, health club, gymnasium, exercise or aerobics facility utilizing cardiovascular heart rate monitor equipment, an indoor or outdoor boot camp style fitness program, or one or more similar facilities or businesses offering health and fitness training to the public through access to classes, training personnel and/or fitness equipment, or an entity that grants franchises or licenses for any of these types of businesses, or (ii) any business in which Confidential Information could be used to the disadvantage of us, our Affiliates or other ORANGE THEORY® franchisees

"**Computer System**" means the computer hardware, dedicated telephone and power lines, modems, other computer-related accessories and peripheral equipment, software, and related technology that we periodically specify in accordance with this Agreement

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

(1) methods, techniques, equipment, specifications, standards, policies, procedures and information relating to the development, operation, and franchising of ORANGE THEORY® Studios, including, without limitation, information in the ORANGE THEORY® design guidelines,

(2) knowledge of suppliers and specifications for certain materials, equipment and fixtures for ORANGE THEORY® Studios,

(3) operating results and financial performance of ORANGE THEORY® Studios other than your Studio,

(4) any and all marketing, promotional or training materials used in the operation of or relating to ORANGE THEORY® Studios, and

(5) the System Standards and the Manuals

"**Core Business Operations**" is defined in Subsection 6(c) of this Agreement

"**Disability**" means the inability of a person to perform his or her normal responsibilities at the Studio for a consecutive period of at least 90 days or for a total of 180 days during any 12-month period

"**Force Majeure**" means any event or condition beyond the reasonable control of the subject party, including, but not limited to, acts of God or a governmental authority

"**Franchise**" means the rights expressly granted by us to you to operate one Studio at a Site using the Marks and the System pursuant to this Agreement

"**Gross Sales**" means the total gross revenue from the provision of all products and services sold or performed by or for you or the Studio in, at, from or away from the Studio, or through or by means of the Studio's business, whether from cash, check, credit card, debit card, barter or exchange, or other credit transactions, and irrespective of the collection thereof, and including, without limitation, the following (a) membership fees, including, without limitation, initiation fees, enrollment fees, processing fees, paid-in-full dues, renewal fees, corporate/third party payor fees, monthly dues and any fees or revenue generated and derived during any presales, (b) fees and charges for optional services, (c) fees charged to non-members using the Studio's services, (d) revenue derived from merchandise and product sales and other Core Business Operations and any Ancillary Business Operations that you or your Affiliate performs, and (e) payments (for example, rent and license fees) that Contractors make to you relating directly or indirectly to their performance of Ancillary Business Operations Notwithstanding the foregoing, the following amounts will be deducted from "**Gross Sales**" (i) sales taxes, use taxes, and other similar taxes added to the sales price and collected from the customer and paid to the appropriate taxing authority, and (ii) any bona fide refunds and credits that are actually provided to customers For the avoidance of doubt, Gross Sales does not include rent, license fees and other fees that you or your Affiliate receives in return for authorizing an unrelated third party contractor to operate an unrelated business (which is not part of the Core Business Operations or the Ancillary Business Operations) from part of the property on which the Studio is located (but not from the Studio itself), as long as the unrelated business has a separate street address and entrance that its customers must use without using any part of the Studio Although Gross Sales is defined above, Gross Sales will be deemed recognized in accordance with generally accepted accounting principles in the United States

"**Immediate Family**" means, with respect to an individual, that individual's natural or adoptive father, mother, brother, sister, son or daughter

"**Initial Transfer Package**" means the initial letter and material that we send to you for you to complete and return to us, including, but not limited to, the letter of transmittal, transfer term worksheet, application package, current franchise disclosure document and Receipt (if applicable), and a copy of the letter of intent or purchase agreement between you and a proposed purchaser

"**Innovations**" means all ideas, concepts, methods, techniques and products conceived or developed by you and/or any of your Affiliates, Owners, agents, representatives, contractors or employees during the Term relating to the development or operation of an ORANGE THEORY® Studio

"**Mandatory Opening Date**" shall be 8 months from the Effective Date of this Agreement, unless a different Mandatory Opening Date is identified in Exhibit A

"**Manuals**" is defined in Subsection 4(d) of this Agreement

"**Marks**" means the trademarks and service mark "ORANGE THEORY®," "OT FIT®," "OTF®" and associated logos and other trademarks, service marks, trade names and commercial symbols that we periodically specify, as we may periodically modify them

"**MBO Account**" means the online account that utilizes the MindBody™ Online web-based business management software or other software that we prescribe from time to time for use in operating your Studio and managing and tracking membership presales for your Studio

"**ORANGE THEORY® Branded Products**" means a representative supply of branded "ORANGE THEORY®" merchandise, including, but not limited to, clothing and other consumer products that we determine from time to time to be appropriate for retail sale at the Studio or for use in approved promotions

"**Owner**" means any person holding a direct or indirect, legal or beneficial Ownership Interest or voting rights in you or in any entity that directly or indirectly holds an Ownership Interest or voting rights in you

"**OT Beat™ System**" means the proprietary heart rate monitoring system that we or our Affiliate provide or make available to you, or other heart rate monitoring system and/or other technology we prescribe for use in connection with the operation of the Studio, including related software and/or technology components, as the same may be changed or modified from time to time

"**Ownership Interest**" means (a) in relation to a corporation, shares of capital stock or other equity interests in the corporation, (b) in relation to a limited liability company, membership interests or other equity interests in the limited liability company, (c) in relation to a partnership, a general or limited partnership interest, or (d) in relation to a trust, the ownership of the beneficial interest of such trust

"**Royalty**" is defined in Subsection 5(b) of this Agreement

"**Site**" means the location identified in Exhibit A of this Agreement

"**Studio**" or "**Studios**" is defined in the Recitals to this Agreement

"**Successor Franchise**" means a right to operate a Studio at the Site or a substitute Site that we approve under our the terms and conditions for Successor Franchise in Section 2, with such Successor Franchise's term commencing immediately after the expiration of this Agreement

"**System**" means the valuable and proprietary business formats and systems that we and our Affiliates have developed for use in developing and operating ORANGE THEORY® Studios

"**System Standards**" means mandatory specifications, standards, operating procedures, and rules that we periodically prescribe for the development and operation of ORANGE THEORY® Studios, subject to Subsections 6(a) and 6(b)

"**Term**" is defined in Subsection 1(b) of this Agreement

"**Territory**" means the geographic area (no fixed radius) described in Exhibit A and identified on the map attached as Exhibit A-1 to this Agreement

"**Transfer**," whether used as a noun or a verb, includes, without limitation, your (or your Owners') voluntary, involuntary, direct, or indirect assignment, sale, gift, encumbering, pledge, delegation, or other disposition of this Agreement (or any interest in this Agreement), an Ownership Interest or other interest in you, or the Studio or any of its assets (including the equipment of the Studio)

"**Transfer Package Material**" means material requested by us to document and complete the Transfer, including, but not limited to, your buy/sell agreement, entity formation documents, and loan or financing agreements

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

FRANCHISOR	**FRANCHISEE**
ULTIMATE FITNESS GROUP, LLC	_____
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

EXHIBIT A

SITE, TERRITORY, OPENING DATE

1 The Site's address is

_____

_____

If you have not yet located an approved Site as of the Effective Date, the Site will not be identified until you select and we approve the Site, as provided in Subsection 3(a) Your Site must be located within the Territory described below

2 The Territory referred to in the Franchise Agreement is the geographic area described below and identified in the map attached as Exhibit A-1

_____

_____

_____

_____

3 The Mandatory Opening Date is _____

4 The Actual Opening Date is _____

EXHIBIT A-1

TERRITORY MAP

EXHIBIT D TO THE DISCLOSURE DOCUMENT

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS AND INTERNET ADDRESSES

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS AND INTERNET ADDRESSES

THIS CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS AND INTERNET ADDRESSES (this "**Assignment**") is effective as of _____, 20__, between ULTIMATE FITNESS GROUP, LLC, a Delaware limited liability company with its principal place of business at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**Franchisor**," "**we**," "**us**" or "**our**") and _____ _____, whose current place of business is _____ _____ ("**Franchisee**," "**you**" or "**your**") You and we are sometimes referred to collectively as the "**parties**" or individually as a "**party** "

BACKGROUND INFORMATION

We have simultaneously entered into the certain Franchise Agreement (the "**Franchise Agreement**") dated as of _____, 20___ with you, pursuant to which you plan to own and operate an ORANGE THEORY® fitness studio (the "**Studio**") The Studios use certain proprietary knowledge, procedures, formats, systems, forms, printed materials, applications, methods, specifications, standards and techniques authorized or developed by us (collectively the "**System**") We identify Studios and various components of the System by certain trademarks, trade names, service marks, trade dress and other commercial symbols (collectively the "**Marks**") In order to protect our interest in the System and the Marks, we will have the right to control the telephone numbers and listings and internet addresses of the Studio if the Franchise Agreement is terminated

OPERATIVE TERMS

You and we agree as follows

1 **Background Information** The background information is true and correct This Assignment will be interpreted by reference to the background information Terms not otherwise defined in this Assignment will have the meanings as defined in the Franchise Agreement

2 **Conditional Assignment** FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor (a) those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Telephone Numbers and Listings**"), and (b) those certain Internet website addresses ("**URLs**") associated with Franchisor's trade and service marks and used from time to time in connection with the operation of the Studio at the address provided above This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone company and/or the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "**Telephone Company**") and/or Franchisee's Internet service provider ("**ISP**") to effectuate the assignment pursuant to the terms hereof Upon termination or expiration of the Franchise Agreement (without extension) for any reason, Franchisor shall have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers and Listings and the URLs, and, in such event, Franchisee shall have no further right, title or interest in the Telephone Numbers and Listings and the URLs, and shall remain liable to the Telephone Company and the ISP for all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment hereunder

3 **Power of Attorney** Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Telephone Numbers and Listings and the URLs, and Franchisee irrevocably appoints Franchisor as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to direct the Telephone Company and the ISP to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment Upon such event, Franchisee shall immediately notify the Telephone Company and the ISP to assign the Telephone Numbers and Listings and the URLs to Franchisor If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Telephone Numbers and Listings and the URLs to Franchisor, Franchisor shall direct the Telephone Company and the 1SP to effectuate the assignment contemplated hereunder to Franchisor The parties agree that the Telephone Company and the ISP may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers and Listings and the URLs upon such termination or expiration and that such assignment shall be made automatically and effective immediately upon Telephone Company's and ISP' s receipt of such notice from Franchisor or Franchisee The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement

4 **Indemnification** You will indemnify and hold us and our affiliates, stockholders, directors, officers and representatives (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of any agreement or contract or the nonpayment of any debt you have with the Telephone Company and/or ISP

5 **Binding Effect** This Assignment is binding upon and inures to the benefit of the parties and their respective successors-in-interest, heirs, and successors and assigns

6 **Assignment to Control** This Assignment will govern and control over any conflicting provision in any agreement or contract which you may have with the Telephone Company and/or ISP

7 **Attorney's Fees, Etc** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment or the enforcement thereof, the prevailing party will be entitled to reimbursement of its attorneys' fees, costs and expenses from the non-prevailing party The term "**attorneys' fees**" means any and all charges levied by an attorney for his or her services including time charges and other reasonable fees including paralegal fees and legal assistant fees and includes fees earned in settlement, at trial, appeal or in bankruptcy proceedings and/or in arbitration proceedings

8 **Severability** If any of the provisions of this Assignment or any section or subsection of this Assignment are held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected, and will remain in full force and effect in accordance with its terms

9 **Governing Law and Forum** This Assignment is governed by Florida law The parties will not institute any action against any of the other parties to this Assignment except in the state or federal courts of general jurisdiction in Broward County, Florida, and they irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction or venue of such court

YOU	**US**
_____	ULTIMATE FITNESS GROUP, LLC
By _____	By _____
Print Name _____	Print Name _____
Title _____	Title _____
Date _____	Date _____
By _____	
Print Name _____	
Date _____	
By _____	
Print Name _____	
Date _____	

EXHIBIT E TO THE DISCLOSURE DOCUMENT

FORM OF ADDENDUM TO LEASE AGREEMENT

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM TO LEASE AGREEMENT (this "**Addendum**") is effective as of _____, 20__ (the "**Effective Date**"), and is being signed simultaneously with the Lease (the "**Lease**") dated _____, 20__ between _____ (the "**Franchisee**" or "**Tenant**") and _____ (the "**Landlord**") for the real property commonly known as _____ (the "**Premises**")

1 **Incorporation and Precedence** This Addendum is incorporated into the Lease and supersedes any conflicting provisions in it Capitalized terms not otherwise defined in this Addendum have the meanings as defined in the Lease

2 **Background** The Tenant will operate an ORANGE THEORY® Studio at the Premises under a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") with Ultimate Fitness Group, LLC (the "**Franchisor**") The Franchise Agreement requires that the Lease contain certain provisions that the Tenant is requesting the Landlord to include

3 **Marks** The Tenant has the right to display the trade and service marks set forth on Exhibit "A" to this Addendum and incorporated by reference herein in accordance with the specifications required by the Franchisor, subject only to the provisions of applicable law, for the term of the Lease

4 **Easement** The Landlord grants to the Tenant during the term of the Lease a non-exclusive right and easement over that portion of the property as may be required by the Tenant to improve, renovate, repair, replace and maintain the Premises or replace its signage or its panel on the pylon sign for the property The Tenant has the right to change or alter the signage at any time during the term of the Lease provided the signage is in compliance with all applicable governmental codes and regulations The signage may include (a) signage on the exterior front wall of the Premises, (b) signage on another exterior portion of the Premises, (c) a separate pylon sign on the property, (d) separate signage on the property, (e) a panel on the pylon sign for the property, and (f) other signage which may be required by the Franchisor or agreed upon by the Landlord and the Tenant

5 **Access to Premises** During the term of the Lease, the Landlord and Tenant acknowledge and agree that the Franchisor will have unrestricted access to the Premises to inspect the Studio Premises and Tenant's business operations in accordance with the Franchise Agreement

6 **Copies of Reports** The Landlord agrees to provide copies of all revenue and other information and data in Landlord's possession related to the operation of the Tenant's ORANGE THEORY® Studio on a timely basis as the Franchisor may request, during the term of the Lease

7 **Notice of Default** The Landlord will give written notice to the Franchisor (concurrently with the giving of such notice to the Tenant) of any defaults (a "**Default**") by the Tenant under the Lease by certified mail, return receipt requested, or by nationally recognized overnight courier service, at the following address or to such other address as the Franchisor may provide to Landlord from time to time

Ultimate Fitness Group, LLC
6000 Broken Sound Parkway NW, Suite 200
Boca Raton, FL 33487
Attention legal@orangetheoryfitness com

Such notice will grant the Franchisor the right, but not the obligation, to cure any Default, if the Tenant fails to do so, within 15 days after the expiration of the period in which the Tenant may cure the Default under the Lease

8 **Franchisor's Assumption of Lease** In the event of a default of the Lease by Tenant or the default of the Franchise Agreement by Tenant, and upon written notice by the Franchisor to have the Lease assigned to the Franchisor as lessee (the "**Assignment Notice**"), (i) the Franchisor will become the lessee of the Premises and will be liable for all obligations under the Lease arising after the date of the Assignment Notice and (ii) the Landlord will recognize the Franchisor as the lessee of the Premises effective as of the date of the Assignment Notice

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

10 **Amendment** The Landlord and the Tenant will not cancel, terminate, modify or amend the Lease including, without limitation, the Franchisor's rights under this Addendum, without the Franchisor's prior written consent

11 **Benefits and Successors** The benefits of this Addendum inure to the Franchisor and to its successor and assigns

12 **Remaining Provisions Unaffected** Those parts of the Lease that are not expressly modified by this Addendum remain in full force and effect

Intending to be bound, the Landlord and the Tenant sign and deliver this Addendum effective on the Effective Date, regardless of the actual date of signature

THE "Landlord"	**THE "Tenant"**
_____	_____
Address _____	Address _____
_____	_____
Phone,_____	Phone _____
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

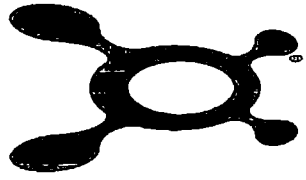
EXHIBIT "A"

Marks

ORANGE THEORY®

OT FIT®

OTF®



BASE PUSH ALL OUT

EXHIBIT F TO THE DISCLOSURE DOCUMENT

TABLE OF CONTENTS OF OPERATIONS MANUAL

Orangetheory® FITNESS

CONFIDENTIAL OPERATIONS MANUAL

SECTION	BEGINNING PAGE	TOTAL PAGES
What is Orange Theory®	1	2
Studio Location Selection	3	2
Specification Manual	5	38
Fitness Equipment Specs	43	2
Furniture Fixtures Equipment	45	4
Hardware/POS Specs	49	4
Fitness Coach Recruiting	53	4
Sales Associate Recruiting	57	2
Marketing	59	12
Pre-Opening	71	2
Contest Manual	73	6
Grand Opening	79	2
Sales Associate Manual- Orange BOOK	81	133
Forms	214	20
Scheduling	234	2
Policies and Procedures/ Front Desk Orientation	263	29
Train the Trainer	292	4
Managing Your Location	296	22
Sales Training	318	9
MBO- Mind Body Online Software Training	327	34
Required Vendors	361	2
TOTAL NUMBER OF PAGES		**363**

EXHIBIT G TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA AND RIDERS

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
ULTIMATE FITNESS GROUP, LLC
STATE OF CALIFORNIA

The following paragraphs are added to the disclosure document

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

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT

The following Risk Factor is added to the State Cover Page

THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT THE FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING, BUT NOT LIMITED TO, A WAIVER OF JURY TRIAL AND WAIVER OF PUNITIVE DAMAGES

The following paragraphs are added at the end of Item 17 of the disclosure document pursuant to regulations promulgated under the California Franchise Investment Law

California Law Regarding Termination and Nonrenewal California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or nonrenewal of a franchise If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control

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

Post-Termination Noncompetition Covenants The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the respective agreement These provisions may not be enforceable under California law

Applicable Law The Franchise Agreement requires application of the laws of the State of Florida with certain exceptions These provisions may not be enforceable under California law

Arbitration The Franchise Agreement requires binding arbitration The arbitration is to occur at the office of the American Arbitration Association in Fort Lauderdale, Florida with costs being borne by the non-prevailing party Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

The following Risk Factors are added to the disclosure document

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

We may terminate the Franchise Agreement if you do not achieve the minimum Performance Standards during any year

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
ULTIMATE FITNESS GROUP, LLC
STATE OF ILLINOIS

The following is added to Item 1, Industry Regulations

Two Illinois statutes govern the operation of physical fitness facilities in that state The Physical Fitness Services Act (815 ILCS 645) requires written contracts, specified cancellation requirements (within 3 days or if consumer moves), that contracts cannot be for more than $2,500 per person per year, cancellation provisions for centers not yet opened if not opened within 12 months, the escrow of all money received prior to the opening, and that a person trained in CPR be on the premises at all times that people can be working out The Physical Fitness Studio Medical Emergency Preparedness Act (210 ILCS 74) requires a medical emergency plan, at least one automated external defibrillator and staff training on CPR and AEDs

The following is added to Item 17

The conditions under which you can be terminated and your rights on non-renewal may be affected by Illinois law, 815 ILCS 705/1-44

Illinois Law will govern any franchise agreement if (a) the offer of the franchise is made or accepted in Illinois and the franchise business is or will be located in Illinois, or (b) a franchisee resides in Illinois

The franchise agreement will become effective on its acceptances and signing by us in the State of Florida The franchise agreement will be interpreted and construed under the substantive laws of Florida, except to the extent governed by the Illinois Franchise Disclosure Act or the United States Trademark Act of 1946 (Lanham Act, 15 U S C , Sections 1051, et seq) However any condition of the franchise agreement that designates litigation, jurisdiction or venue in a forum outside of Illinois is void as to any cause of action that otherwise is enforceable in Illinois provided the franchise agreement may provide for arbitration in a forum outside of Illinois

RIDER TO
ULTIMATE FITNESS GROUP, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

This Rider is entered into this _____, 20___ (the "**Effective Date**"), between **ULTIMATE FITNESS GROUP, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "**us**" or "**our**"), and _____ _____, a _____ whose principal business address is _____ _____ (referred to in this Rider as "**you**" or "**your**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**")

1 **Precedence and Defined Terms** This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement Terms not otherwise defined in this Rider have the meanings as defined in the Agreement

2 **Termination** The following is added to Section 16 of the Agreement

The conditions under which this franchise can be terminated and the parties' rights on termination may be affected by Illinois Law, 815 ILCS 705/1-44

3 **Governing Law and Jurisdiction** Sections 22(a) and 22(b) of the Agreement are amended by adding the following

All matters coming under the Illinois Law will be governed by the Illinois Law The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois for all matters coming under the Illinois Law

4 **Waiver of Jury Trial, Waiver of Punitive Damages, and Limitation of Claims** Sections 22(c), 22(d) and 22(e) of the Agreement are deleted in their entirety

5 **Construction** Section 22(f) of the Agreement is amended by adding the following

Nothing contained in the Agreement waives any of the Franchisee's right to rely on the disclosure made by the Franchisor in its Franchise Disclosure Document or any corresponding rights the Franchisee has under the Illinois Law

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature

"US"
ULTIMATE FITNESS GROUP, LLC

By _____
Name _____
Title _____
Date _____

"YOU"

_____
Name _____
Date _____

ADDENDUM TO THE
ULTIMATE FITNESS GROUP, LLC
MARYLAND DISCLOSURE DOCUMENT

1 Items 5 and 13 are amended by adding the following language

(a) Any General Release required as a condition of renewal, sale and/or transfer does not apply to any liability under the Maryland Registration and Disclosure Law

2 Item 17 is amended by adding the following language after the table

(a) You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise

(b) The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U S C Section 1010 et seq)

(c) The 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

RIDER TO
ULTIMATE FITNESS GROUP, LLC
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

This Rider is entered into this _____, 201___ (the "**Effective Date**"), between **ULTIMATE FITNESS GROUP, LLC,** a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "us" or "**our**"), and _____, a _____ whose principal business address is _____ _____ ("**we**," "**us**" or "**our**") and amends the Franchise Agreement between the parties dated as of the Effective Date, (the "**Agreement**")

1 **Precedence and Defined Terms** This Rider is an integral part of, and is incorporated into, the Agreement Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement Terms not otherwise defined in this Rider have the meanings as defined in the Agreement

2 **No Release, Estoppel or Waiver of State Law** Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law ("**Maryland Law**")

3 **Jurisdiction** Any litigation arising on claims under Maryland Law may be brought by the Franchisee in Maryland

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

5 **General Release** The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature

"US"	"YOU"
ULTIMATE FITNESS GROUP, LLC	
By _____	_____
Name _____	Name _____
Title _____	Date _____
Date _____	

RIDER TO
ULTIMATE FITNESS GROUP, LLC
FRANCHISE COMPLIANCE CERTIFICATION
FOR USE IN MARYLAND

The following is added to the Franchise Compliance Certification

All representations requiring prospective franchisees to assent to a release, estoppels or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

FRANCHISEE APPLICANT

_____

Dated _____, 201__

ADDENDUM TO THE
ULTIMATE FITNESS GROUP, LLC
MINNESOTA DISCLOSURE DOCUMENT

1 Item 17, summary column for (f) is amended to add the following

With respect to franchises governed by Minnesota law, we will comply with Minn Stat Sec 80C 14, subds 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure)

2 Item 17, summary column for (m) is amended to add the following

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act

3 Item 17, summary columns for (v) and (w) are amended to add the following

Minn Stat Sec 80C 21 and Minn Rule 2860 4400J prohibit us from requiring litigation to be conducted outside Minnesota In addition, nothing in this disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statues, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

RIDER TO
ULTIMATE FITNESS GROUP, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

This Rider is entered into this _____, 201___ (the "**Effective Date**"), between **ULTIMATE FITNESS GROUP, LLC,** a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "us" or "**our**"), and _____, a ____ _____ whose principal business address is _____ _____(the "**Franchisee**") and amends the Franchise Agreement between the parties dated as of the Effective Date, (the "**Agreement**")

1 **Precedence and Defined Terms** This Rider is an integral part of, and is incorporated into, the Agreement Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement Terms not otherwise defined in this Rider have the meanings as defined in the Agreement

2 **Termination** Section 16 of the Agreement is amended to add the following

With respect to franchises governed by Minnesota Law, we will comply with Minn Stat Sec 80c 14, subds 3, 4, and 5, which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure)

3 **Limitation of Claims** No action may be commenced for claims coming under Minnesota Law more than 3 years after the cause of action accrues

4 **Waiver of Jury Trial** Section 22(c) is deleted in its entirety

5 **Jurisdiction** The following is added to Section 22(b)

Minn Stat Sec 80C ,21 and Minn Rules 2860 4400J prohibit us from requiring litigation to be conducted outside Minnesota In addition, nothing in the disclosure document or franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature

"US"
ULTIMATE FITNESS GROUP, LLC

By _____
Name _____
Title _____
Date _____

"YOU"

_____
Name _____
Date _____

ADDENDUM TO THE
ULTIMATE FITNESS GROUP, LLC
NEW YORK DISCLOSURE DOCUMENT

1 Item 3 is modified to read as follows

Neither the franchisor, its predecessor, a person identified in item 2, nor an affiliate offering franchises under the franchisor's principal trademark

A 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 Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations

C Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange, or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent

See Exhibit K for any required disclosure relating to Area Representatives

2 Item 4 is modified to read as follows

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular, (a) filed as debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code, (b) obtained a discharge of its debts under the bankruptcy code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership

See Exhibit K for any required disclosure relating to Area Representatives

3 Item 17, Section d, is amended to add the following language

"the franchisee may terminate the agreement on any grounds available by law"

4 Item 17, Section j, is amended to add the following language

"However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement"

5 **Item 17, Section w, is amended to add the following language**

"The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York

ADDENDUM TO THE
ULTIMATE FITNESS GROUP, LLC
NORTH DAKOTA DISCLOSURE DOCUMENT

1 The Summary column of Item 17 paragraph (c) of this disclosure document is modified to read as follows

> "Give us at least 90 days notice of your intention to renew, sign our current form of franchise agreement and ancillary agreements, and sign a release (except for matters coming under the North Dakota Franchise Investment Law (the ND Law") "

2 The Summary column of Item 17 paragraph (r) of this disclosure document is modified by adding the following at the end of the sentence

> "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota "

3 The Summary column of Item 17 paragraph (u) of this disclosure document is amended by adding the following at the end of the paragraph

> "except that matters coming under the ND Law will be submitted to arbitration in a mutually agreeable location

4 The Summary column of Item 17 paragraph (v) of this disclosure document is amended to read as follows

> Except for matters coming under the ND Law, litigation must be in Broward County, Florida

5 The Summary column of Item 17 paragraph (w) of this disclosure document is amended to read as follows

> Except for matters coming under the ND Law, the law of Florida (subject to state law) *

6 The Franchisee is not required to waive jury trial for any matters coming under ND Law

RIDER TO
ULTIMATE FITNESS GROUP, INC
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA

This Rider is entered into this _____, 201___ (the "**Effective Date**"), between **ULTIMATE FITNESS GROUP, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "us" or "**our**"), and _____, a _____ whose principal business address is _____ _____ (the "**Franchisee**") and amends the Franchise Agreement between the parties dated as of the Effective Date, (the "**Agreement**")

1 **Precedence and Defined Terms** This Rider is an integral part of, and is incorporated into, the Agreement Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement Terms not otherwise defined in this Rider have the meanings as defined in the Agreement

2 **Grant of Successor Franchise** You are not required to sign a general release as to any matters coming under the North Dakota Franchise Investment Law (the "**ND Law**")

3 **Post-Term Competitive Restrictions** Covenants not to compete, such as those mentioned in this section, are generally unenforceable in the State of North Dakota

4 **Jurisdiction** All matters coming under the ND Law may be brought in the courts of North Dakota

5 **Waiver of Punitive Damages and Jury Trial** Paragraphs 22(d) and 22(c) of the Franchise Agreement are deleted in their entirety

6 **Limitation of Claims** The statute of limitations under ND Law applies to all matters coming under ND Law

7 **Governing Law** This Agreement will be governed by North Dakota law

8 **Exercise of Rights** This paragraph is deleted insofar as it requires you to consent to liquidated damages

9 **Agreement to Arbitrate** All matters coming under North Dakota Law will be submitted to arbitration at a mutually agreeable location

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature

"US"
ULTIMATE FITNESS GROUP, LLC

By _____
Name _____
Title _____
Date _____

YOU

_____
Name _____
Date _____

ADDENDUM TO THE
ULTIMATE FITNESS GROUP, LLC
RHODE ISLAND DISCLOSURE DOCUMENT

The following sentence is added to Item 17 (v) and (w) A provision in a franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act

ADDENDUM TO THE
ULTIMATE FITNESS GROUP, LLC
VIRGINIA DISCLOSURE DOCUMENT

The third paragraph under "Approved Suppliers" in Item 8 is revised to read as follows

> If you desire to purchase, lease or use any products or other items from a supplier we have not approved, you must submit to us sufficient written information about the proposed new supplier to enable us to approve or reject either the supplier or the particular items We will respond to you in writing within 30 days of our receipt of the information of our approval or rejection of the supplier or the particular items We may consider in providing such approval not just the quality standards of the products or services, but their delivery capabilities, financing terms and ability to service our franchise system as a whole We may terminate or withhold approval of any products or services, or any supplier of such items, which do not meet our standards by giving you written notice If we do so, you must immediately stop purchasing from such supplier or using such products or services in your Studio unless we notify you that such supplier or such products or services meet our quality standards At our request, you must submit to us sufficient information about a proposed supplier and samples of the proposed product for our examination so that we can determine whether they meet our quality standards We also must have the right to require our representatives to be permitted to inspect the proposed supplier's facilities at your expense We may charge a fee for evaluating alternative suppliers not to exceed the reasonable cost of the inspection plus the actual cost of laboratory fees, professional fees and travel and living expenses as well as any other fees we pay to third parties in furtherance of the evaluation If we revoke an approved supplier, we will provide notice to that supplier and notify you in our Manuals

The following sentence is added to the last paragraph under "Time to Opening" in Item 11

> The Mandatory Opening Date is typically 8 months after the effective date of the Franchise Agreement

In recognition of the restrictions contained in Section 13 1-564 of the Act, the following is added to ITEM 17 h

> 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

RIDER TO
ULTIMATE FITNESS GROUP, LLC
FRANCHISE AGREEMENT
FOR USE IN VIRGINIA

This Rider is entered into this _____, 201__ (the "**Effective Date**"), between **ULTIMATE FITNESS GROUP, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "us" or "**our**"), and _____, a _____ whose principal business address is _____ _____ (the "**Franchisee**") and amends the Franchise Agreement between the parties dated as of the Effective Date, (the "**Agreement**")

1 **Precedence and Defined Terms** This Rider is an integral part of, and is incorporated into, the Agreement Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement Terms not otherwise defined in this Rider have the meanings as defined in the Agreement

2 **Sources of Products and Services** You must purchase only from suppliers that we designate or approve (which may include us, our Affiliates and/or other restricted sources) If you want to propose a new supplier, you must submit to us sufficient written information about the proposed new supplier to enable us to approve or reject either the supplier or the particular items We will respond to you in writing of our approval or rejection of the supplier or the particular items We may consider in providing such approval not just the quality standards of the products or services, but the supplier's delivery capabilities, financing terms and ability to service our franchise system as a whole We may terminate or withhold approval of any products or services, or any supplier of such items, which do not meet our standards by giving you written notice If we do so, you must immediately stop purchasing from such supplier or using such products or services in your Studio unless we notify you that such supplier or such products or services meet our quality standards At our request, you must submit to us sufficient information about a proposed supplier and samples of the proposed products or services for our examination so that we can determine whether they meet our quality standards We also must have the right to require our representatives to be permitted to inspect the proposed supplier's facilities at your expense We may charge a fee for evaluating alternative suppliers not to exceed the reasonable cost of the inspection plus the actual cost of laboratory fees, professional fees and travel and living expenses as well as any other fees we pay to third parties in furtherance of the evaluation You acknowledge and agree that, if we establish one or more strategic alliances or preferred vendor programs with nationally or regionally known entities who are willing to supply all or some ORANGE THEORY® Studios with products or services we designate, then we may limit the number of approved suppliers with whom you may deal We have the right to receive payments from suppliers on account of their sales to you and other licensees and franchisees and to use all such amounts we receive without restriction (unless instructed otherwise by the supplier) for any purposes we deem appropriate

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature

"US"	**"YOU"**
ULTIMATE FITNESS GROUP, LLC	_____
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

ADDENDUM TO THE
ULTIMATE FITNESS GROUP, LLC
WASHINGTON DISCLOSURE DOCUMENT

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the "**Act**"), Chapter 19 100 RCW, prevails

Section RCW 19 100 180 of the Act, may supersede the franchise agreement in your relationship with us, including the area of termination and renewal of your franchise There may also be court decisions which may supersede the franchise agreement in your relationship with us including the area of termination and renewal of your franchise

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

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

Item 5 of the Franchise Disclosure Document is amended to state that the collection of the initial franchise fee will be deferred until the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business

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

RIDER TO
ULTIMATE FITNESS GROUP, LLC
FRANCHISE AGREEMENT
FOR USE IN WASHINGTON

This Rider is entered into this _____, 201___ (the "**Effective Date**"), between **ULTIMATE FITNESS GROUP, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "us" or "**our**"), and _____, a _____ _____ whose principal business is _____ _____ (the "**Franchisee**") and amends the Franchise Agreement between the parties dated as of the Effective Date, (the "**Agreement**")

1 **Precedence and Defined Terms** This Rider is an integral part of, and is incorporated into, the Agreement Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement Terms not otherwise defined in this Rider have the meanings as defined in the Agreement

2 **Washington Franchise Investment Protection Act** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the "**Act**"), Chapter 19 100 RCW, prevail

3 **Relationship** Section RCW 19 100 180 of the Act may supersede this Agreement in your relationship with us, including the area of termination and renewal of your franchise There may also be court decisions which may supersede this Agreement in your relationship with us including the area of termination and renewal of your franchise

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

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

6 **Fees** The collection of the initial franchise fee will be deferred until we have fulfilled our initial pre-opening obligations and you are open for business

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

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature

"US"
ULTIMATE FITNESS GROUP, LLC

By _____
Name _____
Title _____
Date _____

"YOU"

_____
Name _____
Date _____

EXHIBIT H TO THE DISCLOSURE DOCUMENT

OWNER'S GUARANTY

OWNER'S GUARANTY

In consideration of, and as an inducement to, the execution by ULTIMATE FITNESS GROUP, LLC ("**Franchisor**") of that certain ORANGE THEORY® Franchise Agreement, dated _____, 20___ (as the same from time to time may be amended, modified, extended or renewed, the "**Franchise Agreement**"), by and between _____ ("**Franchisee**") and Franchisor, the undersigned, for the term of the Franchise Agreement and any extension or renewal thereof, and thereafter until all obligations of Franchisee to Franchisor have been satisfied, jointly and severally, do hereby personally, absolutely, and unconditionally guarantee that Franchisee shall punctually pay and perform each and every undertaking, condition, and covenant set forth in the Franchise Agreement

Each of the undersigned further waives acceptance and notice of acceptance of the foregoing obligations of Franchisee, notice of demand for payment of any indebtedness or for performance of any obligations hereby guaranteed, and any right the undersigned may have to require that an action be brought against Franchisee or any other person as a condition to the liability of the undersigned

This Guaranty is a guarantee of payment and performance not merely one of collection Each of the undersigned further consents and agrees that its liability under this Guaranty shall be direct and immediate and joint and several, that the undersigned shall render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so, that such liability shall not be contingent or conditioned upon the pursuit of any remedies against Franchisee or any other person, and that such liability shall not be diminished, relieved or otherwise affected by the extension of time, credit or any other indulgence which Franchisor, its affiliates, successors or assigns 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, or the release of any one or more of the undersigned hereunder, or the consent to assignment of the Franchise Agreement or any interest in Franchisee, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable throughout the term of the Franchise Agreement and any extension or renewal thereof and thereafter until all obligations of Franchisee to Franchisor have been satisfied

Until all obligations of Franchisee to Franchisor have been satisfied, the obligations of the undersigned under this Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or in any way modified or affected by, any circumstance or condition (whether or not the undersigned shall have any knowledge or notice thereof), including, without limitation, any bankruptcy, insolvency, reorganization, composition, liquidation or similar proceeding, with respect to Franchisee or its properties or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding Each of the undersigned specifically waives any rights that may be conferred upon the undersigned as a guarantor or surety under the applicable law of any state The remedies provided herein shall be nonexclusive and cumulative of all other rights, powers and remedies provided under the Franchise Agreement or by law or in equity

The undersigned hereby agree that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder, any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by Franchisor and the Franchisee and the undersigned do guarantee and promise to perform all of the obligations of the Franchisee under the Franchise Agreement as so amended, compromised, released or altered

Upon notice from Franchisor that Franchisee has failed to pay monies due and owing to Franchisor under the Franchise Agreement, any and each of the undersigned agree to cure the monetary default within five business days from such notice

Upon the death of an undersigned, the estate of such undersigned shall be bound by this Guaranty but only for defaults and obligations hereunder existing at the time of death The obligations of the surviving undersigned shall continue in full force and effect

The undersigned expressly acknowledge that the obligations hereunder survive the termination of the Franchise Agreement

Franchisor's failure to enforce all or any portion of its rights under this Guaranty shall not constitute a waiver of its ability to do so at any point in the future

No delay or failure of Franchisor in the exercise of any right, power, or remedy shall operate as a waiver thereof, and no partial exercise by Franchisor shall preclude any further exercise thereof or the exercise of any other right, power or remedy

This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Florida without recourse to choice of law or conflicts of law principles Nothing in this Guaranty is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or other doctrine of law of any state, which would not otherwise apply Any litigation initiated under this Guaranty shall be instituted exclusively at Franchisor's discretion in the most immediate state judicial district and court encompassing Franchisor's headquarters and having subject matter jurisdiction thereof or the United States District Court encompassing Franchisor's headquarters Each of the undersigned expressly agrees that the undersigned is subject to the jurisdiction and venue of those courts for purposes of such litigation Each of the undersigned hereby waive and covenant never to assert any claim that the undersigned is not subject to personal jurisdiction in those courts or that venue in those courts is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of *forum non conveniens*)

If Franchisor chooses to proceed against the undersigned under this Guaranty, and Franchisor prevails, the undersigned shall reimburse Franchisor its costs and expenses associated with the proceeding, including its reasonable attorneys' fees, court costs and expenses

[Signatures appear on the following page]

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed its signature this _____ day of _____, 20___

Agreed

ULTIMATE FITNESS GROUP, LLC

By _____
Name _____
Its _____
Date _____

GUARANTORS

_____
Signature

Address
_____
_____
Date _____

_____
Signature

Address
_____
_____
Date _____

_____
Signature

Address
_____
_____
Date _____

_____
Signature

Address
_____
_____
Date _____

_____
Signature

Address
_____
_____
Date _____

EXHIBIT I TO THE DISCLOSURE DOCUMENT

OWNER'S STATEMENT

OWNER'S STATEMENT

This form must be completed by the Franchisee Entity ("**Franchisee**") if Franchisee has multiple owners or if Franchisee is owned by another/other business organization (such as a corporation, partnership or limited liability company) Franchisor is relying on the truth and accuracy of this form in awarding the Franchise Agreement to Franchisee

1 **Form of Owner** Franchisee is a (check one)

(a) General Partnership ☐
(b) Corporation ☐
(c) Limited Partnership ☐
(d) Limited Liability Company ☐
(e) Other ☐
Specify _____

2 **Business Entity** Franchisee was incorporated or formed on _____, _____ *(date)*, under the laws of the State of _____ Franchisee has not conducted business under any name other than this corporation, limited liability company or partnership name and _____ *(Entity Name)* The following is a list of all persons who have management rights and powers (e g , officers, managers, partners, etc) relative to Franchisee and their positions are listed below

Name of Person	Position(s) Held

3 **Owners** The following list includes the full name and mailing address of each person who is one my owners and fully describes the nature of each owner's interest Attach additional sheets if necessary

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

3 **Governing Documents** Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization of Franchisee (e g , articles of incorporation or organization, partnership or shareholder agreements, etc)

This Owner's Statement is current and complete as of ___, 20__

FRANCHISEE

_____

By _____
Name _____
Title _____
Date _____

OWNERS

Individuals

_____
(Signature)

_____
(Print Name)
Date _____

_____
(Signature)

_____
(Print Name)
Date _____

_____
(Signature)

_____
(Print Name)
Date _____

_____
(Signature)

_____
(Print Name)
Date _____

Corporation, Limited Liability Company or Partnership

_____
(Name of Entity)

By _____
Name _____
Title _____
Date _____

_____
(Name of Entity)

By _____
Name _____
Title _____
Date _____

_____
(Name of Entity)

By _____
Name _____
Title _____
Date _____

_____
(Name of Entity)

By _____
Name _____
Title _____
Date _____

EXHIBIT J TO THE DISCLOSURE DOCUMENT

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

THIS AGREEMENT ("**Agreement**"), made as of the ____ day of _____, 20____, is by and between ULTIMATE FITNESS GROUP, LLC, a Delaware limited liability company ("**Franchisor**"), and _____ ("**Individual**") in connection with a Franchise Agreement dated _____, 20___ ("**Franchise Agreement**") between Franchisor and _____ ("**Franchisee**") Initially capitalized terms used but not defined in this Agreement shall have the meanings give to such terms in the Franchise Agreement

WITNESSETH

WHEREAS, Franchisor has granted Franchisee the right to operate an ORANGE THEORY® fitness studio (the "**Franchised Business**" or "**Studio**") at an approved location, and

WHEREAS, Individual is one of Franchisee's legal or beneficial owners and will have access to some or all of Franchisor's Trade Secrets and other Confidential Information including Training Materials (as such terms are defined below), and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement, and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Franchisor, Franchisee or any other ORANGE THEORY® Studio in any Competitive Business (as defined below)

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows

1 **Trade Secrets and Confidential Information**

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business

(a) For the purposes of this Agreement, a "**Trade Secret**" is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in developing or operating ORANGE THEORY® Franchised Businesses or Studios that is not commonly known by or available to the public and that information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy

(b) For the purposes of this Agreement "**Confidential Information**" means technical and non-technical information used in or related to ORANGE THEORY® Studios that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the Manuals and training guides and materials Confidential Information shall not include any information that (i) is now or subsequently becomes generally available to the public through no fault of Individual, (ii) Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure from Franchisor or Franchisee, (iii) is independently developed without

the use of any Trade Secrets or other Confidential Information, or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information

(c) Any information expressly designated by Franchisor or Franchisee as "Trade Secrets" or "Confidential Information" shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his/her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information Individual understands that Franchisor's providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisor with respect to the Trade Secrets and other Confidential Information

2 Confidentiality/Non-Disclosure

(a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisor or Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement Individual must comply with all applicable policies, procedures and practices that Franchisor or Franchisee establish from time to time with regard to the Confidential Information and Trade Secrets

(b) Individual's obligations under paragraph 2(a) of this Agreement shall continue in effect after expiration or termination of the Franchise Agreement or the termination of Individual's relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisor and Franchisee are entitled to communicate Individual's obligations under this Agreement to any future customer, employer, or other party to the extent deemed necessary by Franchisor or Franchisee, as applicable, for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in an ORANGE THEORY® Studio

3 Non-Competition

(a) For purposes of this Agreement, the term "**Competitive Business**" means (i) any business activity involving any athletic or fitness center, health club, gymnasium, exercise or aerobics facility utilizing cardiovascular heart rate monitor equipment, an indoor or outdoor boot camp style fitness program, or one or more similar facilities or businesses offering health and fitness training to the public through access to classes, training personnel and/or fitness equipment, or an entity that grants franchises or licenses for any of these types of businesses, or (ii) any business in which Trade Secrets or Confidential Information could be used to the disadvantage of Franchisor, Franchisee, their respective affiliates, or another ORANGE THEORY® franchisee A Competitive Business also includes any business acting as an area representative, franchise broker, business broker, or the like for any business franchising or licensing Competitive Businesses other than Franchisor Nevertheless, involvement in a Competitive Business does not include ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than 5% of the number of shares of that class of securities issued and outstanding

(b) During the term of the Franchise Agreement, Individual shall not, directly or indirectly (through an immediate family member or otherwise), on his/her own behalf or on behalf of any other person or entity

(i) have any direct or indirect interest as an owner (whether of record, beneficially or otherwise) in a Competitive Business, wherever located or operating,

(ii) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located or operating,

(iii) recruit or hire any person who is Franchisor's or Franchisee's employee or the employee of another ORANGE THEORY® Studio without obtaining the prior written permission of that person's employer,

(iv) direct any prospective or existing business or economic opportunities away from Franchisor, Franchisee, their respective affiliates, or any other ORANGE THEORY® Studio to a Competitive Business, wherever located or operating, or

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

(c) For a period of 2 years commencing on the earlier of (1) the termination or expiration of the Franchise Agreement for any reason or (2) Individual's complete disposition of his/her interests in the Franchised Business and the Franchisee, Individual shall not, directly or indirectly (through an immediately family member or otherwise), on his/her own behalf or on behalf of any other person or entity

(i) have any direct or indirect interest as an owner (whether of record, beneficially or otherwise) in, or perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for, a Competitive Business located or operating within the Restricted Territory (as defined below),

(ii) recruit or hire any person who is Franchisor's or Franchisee's employee or the employee of any ORANGE THEORY® Studio without obtaining the prior written permission of that person's employer, or

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

For purposes of this Agreement, the term "**Restricted Territory**" shall mean (A) at the Site of the Studio, (B) within a 10-mile radius of the Site, or (C) within a 10-mile radius of any other ORANGE THEORY® Studio in operation or under development on the effective date of termination or expiration of the Franchise Agreement or the date of termination of Individual's relationship with, and ownership or other economic interests in, Franchisee

(e) Individual acknowledges and agrees that enforcement of these provisions will not deprive Individual of his/her personal goodwill or ability to earn a living and that Individual possesses the skills and abilities of a general nature and has other opportunities for exploiting such skills The time period of the competitive restrictions in paragraph 3(c) above will be automatically extended by the time period of any breach thereof

4 Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of the legitimate business interests of Franchisor and Franchisee, including, without limitation, the Trade Secrets and other Confidential Information, the Franchisor's business system, network of franchises, and trade and service marks Individual hereby waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought

5 Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisor and Franchisee immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law Accordingly, Franchisor and Franchisee shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisor and/or Franchisee may have at law or in equity

6 Protection of Trade Secrets Disclosure (18 U S C A § 1833)

An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (a) files any document containing the trade secret under seal, and (b) does not disclose the trade secret, except pursuant to court order

7 Miscellaneous

(a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisor This Agreement cannot be altered or amended except by an agreement in writing signed by Individual and Franchisor

(b) Except to the extent this Agreement or any particular dispute is governed by the U S Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principles) The Federal Arbitration Act shall govern all matters subject to arbitration References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time

References to a governmental agency also refer to any regulatory body that succeeds the function of such agency

(c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving Broward County, Florida The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision Claims for injunctive relief may be brought by Franchisor where Franchisee or Individual is located This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction

(d) Individual agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding

(e) This Agreement shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisor, its subsidiaries, successors and assigns Franchisee is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein

(f) The failure of either party to insist upon performance in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect

(g) Notices will be delivered in accordance with the terms of the Franchise Agreement Any notices to Individual will be delivered to the address set forth below Individual's signature hereto

(h) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement

(i) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof

(j) The existence of any claim or cause of action Individual might have against Franchisee or Franchisor will not constitute a defense to the enforcement by Franchisee or Franchisor of this Agreement

(k) This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument Facsimile or electronic PDF (scanned) signatures will have the same force and effect as originals

(l) Except as otherwise expressly provided in this Agreement, no remedy conferred upon Franchisee or Franchisor pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise No

single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT

THE PARTIES ACKNOWLEDGE THAT FRANCHISEE IS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT AND THAT FRANCHISEE SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF FRANCHISOR

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above

WITNESS

_____

FRANCHISOR

ULTIMATE FITNESS GROUP, LLC,
a Delaware limited liability company

By _____
Name David Long
Title CEO
Date _____

WITNESS

_____

INDIVIDUAL

Signature _____
Printed Name _____
Date _____

Address for Notices

_____
_____
E-Mail _____

WITNESS

_____

FRANCHISEE

_____
a(n) _____

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

EXHIBIT K TO THE DISCLOSURE DOCUMENT

INFORMATION ABOUT OUR AREA REPRESENTATIVES

INFORMATION ABOUT OUR AREA REPRESENTATIVES AS OF DECEMBER 31, 2016

ITEM 2
BUSINESS EXPERIENCE

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item for Area Representatives

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item for Area Representatives

LIST OF CURRENT AREA REPRESENTATIVES

ALABAMA

AlabamaFIT AR, LLC
ANTHONY CHAVERS, ROBERT HOUSER
Territory State of Alabama and the counties of Rankin, Madison, and Hinds, Mississippi
ROBERT (601) 831-6687
606 Valley of the Moon
Vicksburg, MS 39180
Signed April 3, 2014

*Alabama*FIT AR, LLC is a Mississippi limited liability company and was formed on March 3, 2014 Its principal place of business is 606 Valley of the Moon, Vicksburg, Mississippi 39180 and phone number is 601-831-6687 *Alabama*FIT AR, LLC has been one of our Area Representatives since April 3, 2014

- **Anthony Chavers** has been a Member of *Alabama*FIT AR, LLC since March 3, 2014 He is also the Member of AlabamaFit, LLC and AlabamaFit2, LLC Mr Chavers was the President of Launch Multimedia Group from October 2012 to January 2014 From January 2010 through October 2012 he was co-owner of Alabama Magazine
- **Robert Houser** has been a Member of *Alabama*FIT AR, LLC since its inception He is also the Member of AlabamaFit, LLC and AlabamaFit2, LLC

ARIZONA

ORANGE EPOC LLC
REBECCA RENNER
Territory Arizona
(480) 704-5118
857 E Carla Vista Drive
Gilbert, AZ 85285
Signed Transfer July 1, 2012

ORANGE EPOC LLC is an Arizona limited liability company and was formed on May 9, 2012 Its principal place of business is 3426 E Baseline Road, Suite 118, Mesa, AZ 85024 and phone number is 480-650-1601 ORANGE EPOC LLC has been one of our Area Representatives since July of 2012 when it purchased the Arizona AR business from BC Wellness, LLC the prior Area Representative

- **Rebecca Jill Renner** has been the Managing Member and owner of Orange Epoc LLC since its inception in May 2012 She is a Member of Renner Fitness LLC, which is the Area Representative for Kansas City, KS/Kansas City, MO She is also a Member of EPOC Energy LLC, OTF1, LLC, AZOTF2, LLC, East Mesa Fit, LLC, Gilbert Fit, LLC, East Gilbert Fit, LLC, Tucson Fit 1, LLC, Tucson Fit 2, LLC and KC Fitness 1 LLC From 2003 to 2012, Ms Renner was the owner and operator of Becky's Playhouse, a daycare facility in Gilbert Arizona

ARKANSAS

DUKE FITNESS CONCEPTS, LLC
BRADLEY & LISA DUKE
Territory Arkansas
LISA (501) 626-8951
8719 Ranch Blvd
Little Rock, AK 72223
Signed November 14, 2014

DUKE FITNESS CONCEPTS, LLC is an Arkansas limited liability company formed on November 4, 2014 Its principal place of business is 8719 Ranch Blvd , Little Rock, AK 72223 and phone number is 501-626-8951 DUKE FITNESS CONCEPTS, LLC has been one of our Area Representatives since November 2014

- **Lisa Duke** has been a Member of Duke Fitness Concepts, LLC since its inception She is also a member of BLD Fitness, LLC She has been an Executive Sales Representative of Teva Neuroscience since September 2007

- **Bradley Duke** has been a Member of Duke Fitness Concepts, LLC since its inception He is also a member of BLD Fitness, LLC He has been the owner of Medsurg since 2012 From 2010-2012 he was Manager of Orthofix

CALIFORNIA

OTF OC, LLC
MARC THOMAS
Territory Orange County, California
(949) 701-7702
1130 West Bay Ave
Newport Beach, CA 92661
Signed July 31, 2012

OTF OC, LLC is a California limited liability company formed on July 10, 2012 Its principal place of business is 1130 W Bay Avenue, Newport Beach, CA 92661 and telephone number is 949-701-7702 OTF OC, LLC has been our Area Representative for Orange County, CA since July 31, 2012

- **Marc Thomas** has been the Managing Member and Owner of OTF OC, LLC since its inception in July of 2012 Mr Thomas is also the Managing Member and Owner of OTF NB, LLC since its inception in July of 2012

OTF-SD, LLC
PETER SELNER, STACIA DAWSON
Territory San Diego County, California
PETER (619) 866-5499
8227 Caminito Maritimo
La Jolla, CA 92037
Signed March 11, 2013

OTF SD, LLC is a California limited liability company formed on March 11, 2013 Its principal place of business is 8701 East Kent Place, Denver, CO 80237 and telephone number is 503-440-3579 OTF-SD, LLC has been our Area Representative for San Diego County, CA since March 11, 2013

- **Peter Selner** has been the Member and owner of OTF-SD, LLC since March 11, 2013 Mr Selner has been the Owner of Sea Sprite Guest Lodging since 2002
- **Stacia Dawson** has been the Member and owner of OTF SD, LLC since March 11, 2013 Ms Dawson has been the Owner of Sea Sprite Guest Lodging since 2002

WEST COAST FITNESS, LLC
PAUL MARCUS
Territory Los Angeles County, California
(310) 429-6461
11809 Rose Avenue
Los Angeles, CA 90066
Signed April 19, 2013

WEST COAST FITNESS, LLC is a California limited liability company formed on April 19, 2013 Its principal place of business is 11809 Rose Avenue, Los Angeles, CA 90066 and telephone number is 310-429-6461 WEST COAST FITNESS, LLC has been our Area Representative for Los Angeles County, CA since April 2013

- **Paul Marcus** has been the Owner of West Coast Fitness, LLC since April 19, 2013 He is also the Manager of WCF West LA LLC Mr Marcus was Vice President at The Sage Group from July 2012 through February 2014 From June 2006 to July 2012, Mr Marcus was the Senior Associate at Imperial Capital

BLACKROCK VENTURES, LLC
DARREN BASSEL, AND AMY BASSEL
Territory Placer, Sacramento, Yolo, El Dorado, San Joaquin, Stanislaus, Merced, Madera, Fresno, San Benito, Monterey, Kings, Tulare and Kern Counties, California
DARREN (831) 373-3689
605 Deltino Court
Lexington, KY 40515

Signed August 16, 2013
BLACKROCK VENTURES, LLC is a California limited liability company formed on August 2, 2013 Its principal place of business is 605 Deltino Court, Lexington, KY 40515, and telephone number is 831 373-3689 BLACKROCK VENTURES, LLC has been our Area Representative for Placer, Sacramento, Yolo, El Dorado, San Joaquin, Stanislaus, Merced, Madera, Fresno, San Benito, Monterey, Kings, Tulare and Kern Counties, CA since August 16, 2013

- **Darren Bassel** has been a Member of Blackrock Ventures, LLC since the company was formed on August 16, 2013 He is also the Member of CAL FIT Studio, LLC, Cal FIT Studio 1, LLC, Bassel Bacon Fitness, LLC and Cincy Fitness LLC Mr Bassel has been the Director of Marketing at Ashland Inc since August 2013 He was the Director of Marketing at Polaris Industries from November 2011 through August 2013
- **Amy Bassel** has been a Member of Blackrock Ventures, LLC since the company was formed on August 16, 2013 She is also the Member of CAL FIT Studio, LLC, Cal FIT Studio 1, LLC, Bassel Bacon Fitness, LLC and Cincy Fitness LLC Ms Bassel was Catering Director of ARAMARK Dining Services, Hamlin University, St Paul, MN from July 2012 through July 2013

IEG FITNESS, LLC
GARY HIRSCH, MIRIT HIRSCH AND JENNIFER STRICKMAN
Territory Inland Empire
GARY (954) 298-3136
2451 NE 201 Street
North Miami Beach, FL 33180
Signed September 27, 2013

IEG FITNESS, LLC is a Florida limited liability company formed on August 30, 2013 Its principal place of business is 2451 NE 201 Street, North Miami Beach, FL 33180 and telephone number is 954-298-3136 IEG FITNESS, LLC has been our Area Representative for Inland Empire, CA since September 27, 2013

- **Gary Hirsch** has been the Managing Member of IEG Fitness, LLC since its inception He is also the President of Pines OTF, Inc , the Member/Manager of FIT Aventura, LLC and the Managing Member of Inland Fitness, LLC Mr Hirsch owns and operates ORANGE THEORY® Fitness Facilities in South Florida, Orlando and Georgia and is the owner and operator of multiple Massage Envy Spas in South Florida
- **Mirit Hirsch** has been a Member since its inception She is also a Member of OTF Waterford, LLC, , HIBI Fitness Management I, LLC, HIBI Fitness Management II, LLC, and HIBI Fitness Management III, LLC, Mirjen, LLC, Peach Fit One, LLC, Peach Fit Two, LLC, and Inland Fitness, LLC
- **Jennifer Strickman** has been a Member since its inception She is also a Member of Pines OTF, Inc , OTF Waterford, LLC, Mirjen, LLC, and Inland Fitness, LLC

SOUTH BAY AREA FITNESS LLC
BRENDON AYANBADEJO AND AIMEE EDWARDS
Territory South Bay, CA
BRENDON (310) 345-7225
1810 Selby Ave , #103
Los Angeles, CA 90025
Signed August 11, 2014

SOUTH BAY FITNESS PARTNERS, LLC is a California limited liability company formed on July 15, 2014 Its principal place of business is 1810 Selby Ave , #103, Los Angeles, CA 90025 and telephone number is 310-345-7225 SOUTH BAY AREA FITNESS LLC has been our Area Representative for South Bay, CA since August 11, 2014

- **Brendon Ayanbadejo** has been a Member of South Bay Fitness Partners, LLC since its inception He is also a Member of Willow Glen Fitness, LLC and SF Buchanan Fitness, LLC , Campbell Fitness, LLC, WCF Melrose Crossing, LLC, WCF Wilshire, LLC, WCF Studio City, LLC, WCF Sherman Oaks, LLC, and Silicon Valley Fitness, LLC Mr Ayanbadejo was a professional football player with the Baltimore Ravens from February 2008 to June 2013
- **Aimee Edwards** has been a Member of South Bay Fitness Partners, LLC since its inception She is also a Member of Willow Glen Fitness, LLC, Campbell Fitness, LLC, and Silicon Valley Fitness, LLC

COLORADO

SILVER ARROWS, LLC
ERIK SKAALERUD AND TRENT PEAKER
Territory Colorado
ERIK (720) 748-1570
1325 Monaco Parkway
Denver, CO 80220
Signed March 16, 2011

SILVER ARROWS, INC is a Colorado company formed on October 27, 2006 Its principal business address and telephone number are 949 Leyden Street, Denver, Colorado 80220 and (720) 748-1570 SILVER ARROWS, INC has been one of our Area Representatives since March 16, 2011

- **Erik Skaalerud** has been the President of Silver Arrows, Inc since January 2011 He is also the Owner/Operator of OTF SA1, Inc and the Member/Manager of OTF Lowry, LLC From April 2005 to present, he has been President of Capital Lending Solutions located in Denver, Colorado Mr Skaalerud is also the member/manager of SA 2, LLC and SA 3, LLC, each formed to own and operate additional ORANGE THEORY® Fitness Facilities
- **Trent Peaker** has been a principal of Silver Arrows, Inc since January 2011 He is also the Member of OTF Lowry, LLC From December 2003 to present, he has been a Loan Originator for Mega Star Financial Corp located in Denver, Colorado Mr Peaker is also the member/manager or SA 2, LLC and SA 3, LLC, each formed to own and operate additional ORANGE THEORY® Fitness Facilities

CONNECTICUT

FITNESS ADVOCATE CT, LLC
ADAM KRELL
Territory Connecticut
ADAM (908) 400-0831
170 Amsterdam Avenue, Apt 15A
New York, NY 10023
Signed November 5, 2012

FITNESS ADVOCATE CT, LLC is a Delaware limited liability company formed on October 26, 2012 Its principal business address and telephone number are 170 Amsterdam Avenue, Apt 15A, New York, NY 10023 and (908) 400 0831 FITNESS ADVOCATE, LLC has been one of our Area Representatives since November5 2012

- **Adam Krell** has been a Manager of Fitness Advocate CT, LLC since its inception Mr Krell is also the Managing Member of Fitness Advocate LLC, Fitness Advocate NJ, LLC, OTF Man One LLC, OTF One NJ LLC and OTF NJ Two LLC He has been the managing principal of Krebol Management in New York City, New York since 2008

DELAWARE

ALPHA FITNESS DELAWARE LLC
SHITAL PATEL, ROMIT PATEL AND DIPIKA DESAI
Territory Delaware
ROMIT (732) 668-4714
10 Arrowhead Lane
Somerset, NJ 08873
Signed October 1, 2015

ALPHA FITNESS DELAWARE LLC is Delaware limited liability company formed on September 11, 2015 Its principal business address and telephone number is 10 Arrowhead Lane, Somerset, NJ 08873 and 732-668-4714 ALPHA FITNESS DELAWARE LLC has been one of our Area Representatives since October 1, 2015

- **Romit Patel** has been a Member and Manager of Alpha Fitness Delaware LLC since its inception Mr Patel is also the Managing Member of Alpha Fitness Cherry Hill, LLC Alpha Fitness Pilot, LLC, Alpha Fitness Vorhees, LLC and Alpha Fitness Studio, LLC
- **Shital Patel** has been a Member and Manager of Alpha Fitness Delaware LLC since its inception Mr Patel is also a Member of Alpha Fitness Cherry Hill, LLC, Alpha Fitness Pilot, LLC, Alpha Fitness Vorhees, LLC and Alpha Fitness Studio, LLC
- **Dipika Desai** has been a Member and Manager of Alpha Fitness Delaware LLC since its inception Ms Desai is also a Member of Alpha Fitness Cherry Hill, LLC, Alpha Fitness Pilot, LLC, Alpha Fitness Vorhees, LLC and Alpha Fitness Studio, LLC

FLORIDA

TAMPA FITNESS PARTNERS, LLC
EDGARD CORONA
Territory Pinellas, Hernando, Pasco, Hillsborough, Polk, Manatee, Sarasota, Lee, and Collier Counties
EDGARD 5511-33650800
Paulist Avenue Horsa I, 17th Floor
Cerqueira Cesar, CEP 01311-300
San Paulo, Brazil
Signed March 11, 2011

TAMPA FITNESS PARTNERS, LLC is a Florida limited liability company formed on February 22, 2008 Its principal business address and telephone number is 3314 Henderson Blvd , Suite 205, Tampa, Florida 33609 and 706-372-5000 TAMPA FITNESS PARTNERS, LLC has been one of our Area Representatives since March 11, 2011

- **Edgard Corona** is the sole shareholder of Guilarey LLC, which has been a Member of Tampa Fitness Partners, LLC since its inception Guilarey LLC is also a Member of Tampa Fitness Partners II, LLC, Tampa Fitness Partners III, LLC, Tampa Fitness Partners IV, LLC, Tampa Fitness Partners V, LLC, Tampa Fitness Partners VI, LLC, Tampa Fitness Partners VII, LLC and Tampa Fitness Partners VIII, LLC, Tampa Fitness Partners IX, LLC and Tampa Fitness Partners X, LLC

GEORGIA

BLUEBERRY VISION INVESTMENTS INC
C DAVID COX, LAURA SALATINO AND STACIE VAILLANCOURT
Territory Georgia
STACIE (678) 333-3752
75 14TH Street, Suite 2700 Atlanta, GA 30309
Signed Transfer November 13, 2015

BLUEBERRY VISION INVESTMENTS INC is a Georgia limited liability company formed on April 29, 2013 Its principal place of business is 75 14TH Street, Suite 2700, Atlanta, GA 30309 and telephone number is 813-415-5207- BLUEBERRY VISION INVESTMENTS INC has been our Area Representative for the State of Georgia since April 2013

- **C David Cox** has been a Member of Blueberry Vision Investments Inc since November 13, 2015 Mr Cox is also a Member of Vaillantino JC, LLC, Vaillantino, LLC, Vaillantino LS, LLC, Strawberry Vision, Rasberry Vision, LLC, Blackberry Vision, LLC, Simple Berry, LLC and Cranberry Vision, LLC,
- **Laura Salatino** has been a Member of Blueberry Vision Investments Inc since November 13, 2015 Ms Salatino is also a Member of Vaillantino JC, LLC Vaillantino, LLC Vaillantino LS, LLC, Strawberry Vision, LLC, Rasberry Vision, LLC, Blackberry Vision, LLC, Simple Berry, LLCand Cranberry Vision, LLC
- **Stacie Vaillancourt** has been a Member of Blueberry Vision Investments Inc since November 13, 2015 Ms Vaillancourt is also a Member of Vaillantino JC, LLC, Vaillantino, LLC, Vaillantino LS, LLC, Strawberry Vision, LLC, Rasberry Vision, LLC, Blackberry Vision, LLC, Simple Berry, LLCand Cranberry Vision, LLC ,

HAWAII

ALLBERRY HAWAII LLC
PAVEL STUCHLIK AND KAMIL STUCHLIK
Territory Hawaii
PAVEL (813) 406-1884
1405 Mokulua Drive
Kailua, HI 96734
Signed December 30, 2014

ALLBERRY HAWAII LLC is a Hawaii limited liability company formed on November 10, 2014 Its principal place of business is 1405 Mokulua Drive, Kailua, HI 96734 and telephone number is 813-406-1884 ALLBERRY HAWAII LLC has been our Area Representative since December of 2014

- **Pavel Stuchlik** has been a Member of Allberry Hawaii LLC since its inception He is also a Member of Helloberry Hawaii LLC, Mahaloberry, LLC and Alohaberry, LLC, all formed to own and operate ORANGE THEORY® Fitness Facilities in Hawaii
- **Kamil Stuchlik** has been a Member of Allberry Hawaii LLC since its inception He is also a Member of Helloberry Hawaii LLC, Mahaloberry, LLC and Alohaberry, LLC, all formed to own and operate ORANGE THEORY® Fitness Facilities in Hawaii

IDAHO

D & E FITNESS MANAGEMENT, LLC
DENISE & EDWIN HANNUM
Territory Idaho and Montana
DENISE (813) 294-5997
14193 Spring Slide Court
Bigfort, MT 59911
Signed April 8, 2015

D & E FITNESS MANAGEMENT, LLC is an Oregon limited liability company formed on February 9, 2015 Its principal place of business is 14193 Spring Slide Court, Bigfork, MT 59911 and telephone number is 813-294-5997 D & E FITNESS MANAGEMENT, LLC has been our Area Representative since April of 2015

- **Denise Hannum** has been a Member of D & E Fitness Management, LLC since its inception She is also a Member of Hannum Fitness LLC Mrs Hannum was Marketing Director at BeneFit Mall from 2007 – 2012
- **Edwin W Hannum** has been a Member of D & E Fitness Management, LLC since its inception He is also a Member of Hannum Fitness LLC Mr Hannum was President & COO at AvMed Health Plan in Miami, FL from 1987 – 2012

ILLINOIS

PROVIDENCE VENTURE HOLDING, INC
BARBARA MORRIS, ALLEN MORRIS AND BRAD EHRLICH
Territory Illinois
BARBARA (708) 361-9667
8650 Flint Road
Orland Park, IL 60462
Signed April 16, 2012

PROVIDENCE VENTURE HOLDING, INC is an Illinois corporation formed on March 19, 2012 Its principal business address is 8650 Flint Road, Orland Park, IL 60462 and telephone number is (630) 400-1069 PROVIDENCE VENTURE HOLDING, INC has been one of our Area Representatives since April of 2012

- **Brad Ehrlich** has been Vice President and Chief Operating Officer of Providence Venture Holding Inc since its inception He is also an owner of Providence Venture Operating Inc and a Member of Perloff Providence Studio #1 LLC, Perloff Providence Studio #2 LLC, Perloff Providence Studio #3 LLC and Perloff Providence Studio #4 LLC, all formed to own and operate ORANGE THEORY® Fitness Facilities in the Chicago area
- **Allen Morris** has been Senior Vice President of Providence Venture Holding Inc since its inception He is also an owner of Providence Venture Operating Inc and a Member of Perloff Providence Studio #1 LLC, Perloff Providence Studio #2 LLC, Perloff Providence Studio #3 LLC and Perloff Providence Studio #4 LLC, all formed to own and operate ORANGE THEORY® Fitness Facilities in the Chicago area He has been Senior VP at Lagestee Mulder Construction since August 2011
- **Barbara Morris** has been Director of Sales of Providence Venture Holding Inc since its inception She is also an owner of Providence Venture Operating Inc and a Member of Perloff Providence Studio #1 LLC, Perloff Providence Studio #2 LLC, Perloff Providence Studio #3 LLC and Perloff Providence Studio #4 LLC, all formed to own and operate ORANGE THEORY® Fitness Facilities in the Chicago area She has been Director of Sales for Morningside Group in Chicago, Illinois since November 1999

INDIANA

CSM FITNESS LLC
SHAUN & CAROLYN MCDONALD
Territory State of Indiana minus Clark & Floyd Counties
SHAUN (954) -693-0488
10585 Balroyal Court
Fishers, IN 46038
Signed April 4, 2014

CSM FITNESS LLC is an Indiana limited liability company formed on March 4, 2014 Its principal place of business is 10585 Balroyal Court, Fishers, IN 46038 and telephone number is 954-693-0488 CSM FITNESS LLC has been our Area Representative for the State of Indiana minus Clark & Floyd Counties since April 4, 2014

- **Shaun McDonald** has been the Member of CSM Fitness LLC since February 4, 2014 He is also a member of CSM Carmel LLC and CSM Indy LLC Mr McDonald was the Managing Partner of Liberty Investors LLC from March 2012 to the present
- **Carolyn McDonald** has been the Member of CSM Fitness LLC since February 4, 2014 She is also a member of CSM Carmel LLC and CSM Indy LLC

See description listed under KENTUCKY for this Area Representative
DAVIS FITNESS DEVELOPMENT INC
BILLY DAVIS
Territory State of Kentucky and Clark & Floyd Counties in Indiana
(502) 817-4975
1845 Shady Lane
Louisville, KY 40205
Signed January 17, 2014

IOWA

FIT ENTERPRISE, LLC
NATHAN McFARLAND AND RICHARD TUMA
Territory Iowa
RICHARD (612) 251-6020
10146 Laurel Drive
Eden Prairie, MN 55347
Signed August 11, 2015

FIT ENTERPRISE, LLC is an Iowa limited liability company formed on July 29, 2015 Its principal business address is 10146 Laurel Drive, Eden Prairie, MN 55347, and telephone number is 612-251-6020 FIT ENTERPRISE, LLC has been one of our Area Representatives since August 11, 2015

- **Nathan McFarland** has been a Member of Fit Enterprise, LLC since its inception He is also a Member of RN Enterprise, LLC
- **Richard Tuma** has been a Member of Fit Enterprise, LLC since its inception He is also a Member of RN Enterprise, LLC

KANSAS

(KANSAS/MISSOURI BORDER)

RENNER FITNESS, LLC
REBECCA & TRAVIS RENNER
Territory Kansas City, KS and Kansas City, MO
REBECCA (480) 650-1601
857 E Carla Vista Drive
Gilbert, AZ 85295
Signed July 28, 2014

RENNER FITNESS, LLC is a Kansas limited liability company formed on April 28, 2014 Its principal place of business is 857 E Carla Vista Drive, Gilbert, AZ 85295 and telephone number 480-650 1601 RENNER FITNESS, LLC has been our Area Representative for Kansas City, KS/Kansas City, MO – the Kansas City Metropolitan Area spanning the Kansas-Missouri border since July 28, 2014

- **Rebecca Jill Renner** has been a Member of Renner Fitness, LLC since its inception She is also the Managing Member and owner of Orange Epoc LLC She is also a Member of EPOC Energy LLC, OTF1, LLC, AZOTF2, LLC, East Mesa Fit, LLC, Gilbert Fit, LLC, East Gilbert Fit, LLC, Tucson Fit 1, LLC, Tucson Fit 2, LLC and KC Fitness 1 LLC From 2003 to 2012, Ms Renner was the owner and operator of Becky's Playhouse, a daycare facility in Gilbert Arizona
- **Travis Renner** has been a Member of Renner Fitness, LLC since its inception He is a Member of East Mesa Fit, LLC, Gilbert Fit, LLC, East Gilbert Fit, LLC, Tucson Fit 1, LLC, Tucson Fit 2, LLC and KC Fitness 1 LLC Mr Renner was VP at Fitness Works AZ from September 2002 through May 2012

KENTUCKY

DAVIS FITNESS DEVELOPMENT INC
BILLY DAVIS
Territory State of Kentucky and Clark & Floyd Counties in Indiana
(502) 817-4975
1845 Shady Lane
Louisville, KY 40205
Signed January 17, 2014

DAVIS FITNESS DEVELOPMENT INC is a Kentucky limited liability company formed on November 15, 2013 Its principal place of business is 1845 Shady Lane, Louisville, KY 40205 and telephone number is 502-817-4975 DAVIS FITNESS DEVELOPMENT INC has been our Area Representative for the State of Kentucky and Clark & Floyd Counties in Indiana since January 17, 2014

- **Billy Davis** has been the President, Secretary and Treasurer of Davis Fitness Development Inc since January17, 2014 He is also the President, Secretary and Treasurer of Davis Fitness Studio I Inc Mr Davis was also a Business Manager for Philips Healthcare in Kentucky from June 1992 to October 2013

LOUISIANA

HAWTHORNE NOLA, LLC
ANDREW MAHONEY, JOHN MAHONEY, ELLEN MAHONEY
Territory State of Louisiana
ELLEN (954) 607-7552
333 Sunset Drive, #605
Fort Lauderdale, FL 33301
Signed April 14, 2014

HAWTHORNE NOLA, LLC is a Florida limited liability company formed on April 2, 2014 Its principal place of business is 333 Sunset Drive, #605, Fort Lauderdale, FL 33301 and telephone number is 954-607-7552 HAWTHORNE NOLA, LLC has been our Area Representative for the State of Louisiana since April 14, 2014

- **Andrew Mahoney** has been the Managing Member of Hawthorne Nola, LLC since its inception He is also Managing Member of Hawthorne Nola1, LLC, Hawthorne Nola2, LLC, a Member of Hawthorne Nola3 LLC and a Member of Green Tigers LLC Mr Mahoney was the Vice President of Valley Forge Fabrics, Inc from June 2012 to September 2013 From September 2009 to June 2012, he was the President of Commodore Consulting Mr Mahoney is also a member of two additional limited liability companies formed to own and operate ORANGE THEORY® Fitness Facilities in Tallahassee, Florida
- **John Mahoney** has been the Member of Hawthorne Nola, LLC since its inception He is also a Member of Hawthorne Nola1, LLC, Hawthorne Nola2, LLC, Hawthorne Nola3 LLC and Green Tigers LLC Since November 2011, Dr Mahoney has been a surgeon at Danville Orthopedic Clinic Mr Mahoney is also a member of two additional limited liability companies formed to own and operate ORANGE THEORY® Fitness Facilities in Tallahassee, Florida
- **Ellen Mahoney** has been the Member of Hawthorne Nola, LLC since its inception She is also the Member of Hawthorne Nola1, LLC, Hawthorne Nola2 LLC and Managing Member of Hawthorne Nola3 LLC and Green Tigers LLC Ms Mahoney is also a member of two additional limited liability companies formed to own and operate ORANGE THEORY® Fitness Facilities in Tallahassee, Florida

MAINE

CESTRUM, LLC
DWAYNE DUPREY, KAREN DUPREY, BETH CIVIELLO AND WENDY FORSLEY
Territory Maine, New Hampshire and Vermont
DWAYNE (603) 881-3171
6 Crestwood Drive
Hudson, NH 03051
Signed March 20, 2015

CESTRUM, LLC is a New Hampshire limited liability company formed on January 13, 2015 Its principal place of business is 6 Crestwood Drive, Hudson, NH 03051 and telephone number is 603-881-3171 CESTRUM, LLC has been our Area Representative for the States of Maine, New Hampshire and Vermont since March 20, 2015

- **Dwayne Duprey** has been a Member of Cestrum, LLC since its inception He is also a Member of Cosmia, LLC , Aureum, LLC, **Agastache, LLC, and a Director and Shareholder of Vandal Inc**
- **Karen Duprey** has been a Member of Cestrum, LLC since its inception She is also a Member of Cosmia, LLC Aureum, LLC and **Agastache, LLC and a Director and Shareholder of Vandal Inc** Mrs Duprey has been Vice President of Security at BAE Systems in Nashua, NH since 2002
- **Beth Civiello** has been a Member of Cestrum, LLC since its inception Ms Civiello has been the Head Trainer at Orangetheory Fitness in Nashua, NH since October 2014 She was a Trainer at Equilibrium Fitness Studio from August 2013 to September 2014 and a Trainer Wellness Coach at Hampshire Hills Fitness Center from January 2010 to August 2013
- **Wendy Forsley** has been a Member of Cestrum, LLC since its inception She is also a Member of Cosmia, LLC Ms Forsley has been the Studio Manager and Regional Operations Manager at Orangetheory Fitness in Nashua, NH since November 2014 She was Assistant General Manager at School Specialty from March 2014 to April 2015 and was the Director of Services at Hampshire Hills Sports & Fitness Club from August 1994 to February 2014

MARYLAND

MARYLAND FITNESS PARTNERS, L L.C
DAVID BALLOW, DOUGLAS BIRER, CRAIG KUPERMAN AND STEPHEN WOLFREY
Territory State of Maryland
DAVID (301) 606-7925
7484 Merrymaker Way
Elkridge, MD 21075
Signed February 18, 2013

MARYLAND FITNESS PARNTERS, L L C is a Maryland limited liability company formed in February of 2013 Its principal place of business is 7484 Merrymaker Way, Elkridge, MD 21075 and telephone number is 301-606-7925 MARYLAND FITNESS PARNTERS, L L C has been our Area Representative for the State of Maryland since February 2013

- **David Ballow** has been the Member of Maryland Fitness Partners, L L C since its inception He is a Member of Maryland Fitness Partners, L L C for two locations in Maryland, Olney Fitness Partners, LLC, Columbia Fitness Partners, LLC, Inner Harbor Fitness Partners, LLC, Kentland Fitness Partners, LLC and Hunt Valley Fitness Partners, LLC He is has been the Owner of DLS, Inc since January 2010
- **Douglas Birer** has been the Member of Maryland Fitness Partners, L L C since its inception He is also the Secretary/Treasurer of CLT Fitness Area Partners, Inc since June 24, 2013 as an Area Representative in North Carolina and two South Carolina counties Mr Birer is also a Shareholder, Secretary and Treasurer of Studio One CLT Fitness, Inc , Studio Two CLT Fitness, Inc , Studio Three CLT Fitness, Inc and Studio Four CTL Fitness, Inc in North Carolina He is a Shareholder and the President of KBOG Plantation, Inc , KB Orange Group, Inc , Coral Springs Fitness Partners, Inc and a Member of Lantana Square Fitness Group LLC in Florida, which each own and operate ORANGE THEORY® Fitness Facilities in South Florida He is a Member of Maryland Fitness Partners, L L C for two locations in Maryland, Olney Fitness Partners, LLC, Columbia Fitness Partners, LLC, Inner Harbor Fitness Partners, LLC, Kentland Fitness Partners, LLC and Hunt Valley Fitness Partners, LLC, formed to own and operate ORANGE THEORY® Fitness Facilities, Mr Birer is also a Shareholder and President of five California corporations operating ORANGE THEORY® Fitness Facilities in California For the past 10 years, Mr Birer has been the owner and operator of Charlie's Locker, a yachting store
- **Craig Kuperman** has been the Member of Maryland Fitness Partners, L L C since its inception He is a Member of Maryland Fitness Partners, L L C for two locations in Maryland, Olney Fitness Partners, LLC, Columbia Fitness Partners LLC, Inner Harbor Fitness Partners, LLC, Kentland Fitness Partners, LLC and Hunt Valley Fitness Partners, LLC, formed to own and operate ORANGE THEORY® Fitness Facilities He is also the Secretary and Treasurer of KBOG Plantation, Inc , KB Orange Group, Inc , Coral Springs Fitness Partners, Inc and a Member of Lantana Square Fitness Group LLC in Florida, which each own and operate ORANGE THEORY® Fitness Facilities in South Florida
- **Stephen Wolfrey** has been the Member of Maryland Fitness Partners, L L C since its inception He is a Member of Maryland Fitness Partners, L L C for two locations in Maryland, Olney Fitness Partners, LLC, Columbia Fitness Partners, LLC, Inner Harbor Fitness Partners, LLC, Kentland Fitness Partners, LLC and Hunt Valley Fitness Partners, LLC formed to own and operate ORANGE THEORY® Fitness Facilities Mr Wolfrey is also a real estate developer in Orlando, Florida

MASSACHUSETTS

BISH VENTURE LLC
ANDREW BISHINS
Territory Boston, MA East of Interstate 495
(617) 872-3443
58 Waverly Street
Brookline, MA 02445
Signed June 10, 2013

BISH VENTURE LLC is a Massachusetts limited liability company formed in May of 2013 Its principal place of business is 58 Waverly Street, Brookline, MA 02445 and telephone number is 617-872-3443 BISH VENTURE LLC has been our Area Representative for Boston, Massachusetts East of Interstate 495 since June 2013

- **Andrew Bishins** has been the Member and Manager of Bish Venture LLC since its inception He is also a Member and Manager of Bish One LLC, Bish 2, LLC and Bish Three, LLC Mr Bishins has been the owner of Bish Venture Brookline since May 2013 From March 2012 to January 2013 he was the Partner of iCapital LLC

LEO INVESTMENTS, LLC
JAY WAGNON AND BARBARA THOMPSON
Territory Western Massachusetts
JAY (917) 407-3330
77 Exeter Street , Apt 1208
Boston, MA 02116
Signed July 17, 2015

LEO INVESTMENTS, LLC is a Massachusetts limited liability company formed on Its principal business address is 77 Exeter Street, Apt 1208, Boston, MA 02116 and telephone number is 917-407-3330 LEO INVESTMENTS, LLC has been one of our Area Representatives since July 17, 2015

- **Jay Wagnon** has been a Member of Leo Investments, LLC since its inception He is also a Member of Fitness Capital Ventures, LLC Mr Wagnon has the President of Sky of Jenks, LLC since November 2005 He was a Member of NJ Capital Furnishings, LLC from 2004 – 2014
- **Barbara Thompson** has been a Member of Leo Investments, LLC since September 12, 2015 She is also a Member of Fitness Capital Ventures, LLC

MICHIGAN

OT MICHIGAN, LLC
SCOTT MARCUS
Territory Michigan
(248) 730-2227
809 Bennaville Avenue
Birmingham, MI 48009
Signed September 20, 2013

OT MICHIGAN, LLC is a Michigan limited liability company formed on May 23, 2013 Its principal business address is 809 Bennaville Avenue, Birmingham, MI 48009 and telephone number is 248-730-2227 OT MICHIGAN, LLC has been one of our Area Representatives since September 20, 2013

- **Scott Marcus** has been a Member and Manager of OT Michigan, LLC since its inception He is also the Managing Member of RO Fitness LLC and Troy Fitness Co LLC and Northville Fitness Co LLC He is also a Member of 277 Investments LLC Mr Marcus has also been the Managing Member of RSM Development & Management LLC since 2000

MINNESOTA

ORANGE FITNESS, LLC
JUSTIN KELLY
Territory Minnesota
ALICIA (763) 300-3447
2700 Annapolis Circle N
Suite A
Plymouth, MN 55441Signed August 9, 2011

Orange Fitness, LLC is a Minnesota limited liability company formed on June 27, 2011 Its principal business address is 2700 Annapolis Circle N, Suite A, Plymouth, MN 55441 and telephone number is (763) 300-3447 ORANGE FITNESS, LLC has been one of our Area Representatives since August of 2011

- **Justin Kelly** has been the Managing Member of Orange Fitness, LLC since its inception in June 27, 2011 From June 2011 to present, he has been the President & CEO of Orange Fitness LLC (dba Orangetheory Fitness) in Plymouth, Minnesota Since October 2008 he has been the President & CEO of Jupiter Wax LLC (dba European Wax Center) in Jupiter, Florida Since September 2004 he has been the President & CEO of Living the Dream, Inc (dba Massage Envy) in St Paul, Minnesota

MISSISSIPPI

See description listed under ALABAMA for this Area Representative
AlabamaFIT AR, LLC
ANTHONY CHAVERS AND ROBERT HOUSER
Territory State of Alabama and the counties of Rankin, Madison, and Hinds, Mississippi
ROBERT (601) 831-6687
600 Valley of the Moon
Vicksburg, MS 39180
Signed April 3, 2014

See description listed under TENNESSEE for this Area Representative
CORE2000 LLC
GREG MCGOWAN AND ROBERT SCOT JAMES
Territory State of Tennessee & Desoto County, Mississippi
GREG (901) 746-9577
9113 Grovelawn Cove East
Germantown, TN 38139
Signed July 5, 2013

MISSOURI

STL FITNESS PARTNERS, LLC
D PARRISH LAMB, JR AND JUAN ORTEGA
Territory St Louis, MO
PARRISH (954) 471-8801
1612 SW 99th Place
Miami, FL 33165
Signed Transfer August 21, 2015

STL FITNESS PARTNERS, LLC is a Florida limited liability company formed July 2, 2015 Its principal business address is 1612 SW 99th Place, Miami, FL 33165 and telephone number is 954-471-8801 STL FITNESS PARTNERS, LLC has been one of our Area Representatives since August of 2015

- **D Parrish Lamb, Jr** has been a Member of STL Fitness Partners, LLC since its inception STL Fitness Partners LLC also owns studios located in Clayton and Ellisville, MO Mr Lamb has been the owner of Franchise Support Services since December 1, 2014 Prior to that, he was the Director of Sales of LOA Franchise Holding frim February 1, 2004 – November 30, 2014
- **Juan Ortega** has been a Member of STL Fitness Partners, LLC since its inception STL Fitness Partners LLC also owns studios located in Clayton and Ellisville, MO Mr Ortega was the CEO of HLOA Services from October 2009 – August 2015

(KANSAS/MISSOURI BORDER)
See description listed under KANSAS for this Area Representative
RENNER FITNESS, LLC
REBECCA & TRAVIS RENNER
Territory Kansas City, KS and Kansas City, MO
REBECCA (480) 650-1601
857 E Carla Vista Drive
Gilbert, AZ 85295
Signed July 28, 2014

MONTANA

See description listed under IDAHO for this Area Representative
D & E FITNESS MANAGEMENT, LLC
DENISE & EDWIN HANNUM
Territory Idaho and Montana
DENISE (813) 294-5997
14193 Spring Slide Court
Bigfort, MT 59911
Signed April 8, 2015

NEBRASKA

NEBRASKA AREA REP, LLC
ANNE KENNEDY AND KIMBERLY LORENZ
Territory Nebraska
ANNE (239) 821-3191
10242 Fieldcrest Drive
Omaha, NE 68114
Signed November 24, 2014

NEBRASKA AREA REP, LLC is a Nebraska limited liability company formed on November 6, 2014 Its principal business address is 10242 Fieldcrest Drive, Omaha, NE 68114 and phone number is 239-821-3191 NEBRASKA AREA REP, LLC has been one of our Area Representatives since November of 2014

- **Anne Kennedy** has been a Member and Manager of Nebraska Area Rep, LLC since its inception She is also a Member and Manager of Omaha Fit 1, LLC, Omaha Fit 2, LLC and Omaha Fit 3, LLC
- **Kimberly A Lorenz** has been a Member and Manager of Nebraska Area Rep, LLC since its inception She is also a Member and Manager of Omaha Fit 1, LLC, Omaha Fit 2, LLC and Omaha Fit 3, LLC Ms Lorenz has been the Director of Sales at Be Present since February 2007

NEVADA

GAMBLEBERRY, LLC
MICHAEL WORLEY
Territory Clark County, Nevada
MICHAEL (702) 355-1699
7060 W Patrick Lane
Las Vegas, NV 89113
Signed Transferred November 19, 2015

GAMBLEBERRY, LLC is a Nevada limited liability company formed on November 5, 2014 Its principal business address is 7060 W Patrick Lane, Las Vegas, NV 89113 and telephone number is 702-355-1699 GAMBLEBERRY, LLC has been one of our Area Representatives since August 14,2015

- **Michael Worley** has been a Member of Gambleberry, LLC since November 19, 2015 He is also a Member of Henderberry LLC, Glimpsefitness2, LLC and Glimpsefitness3, LLC Mr Worley has been the owner of Glimpse Medical of Las Vegas Inc since February 1, 2010

NEW HAMPSHIRE

See description listed under MAINE for this Area Representative
CESTRUM, LLC
DWAYNE DUPREY, KAREN DUPREY, BETH CIVIELLO AND WENDY FORSLEY
Territory Maine, New Hampshire and Vermont
DWAYNE (603) 881-3171
6 Crestwood Drive
Hudson, NH 03051
Signed March 20, 2015

NEW JERSEY

FITNESS ADVOCATE NJ, LLC
ADAM KRELL
Territory Northern New Jersey- Monmouth, Middlesex, Somerset, Hunterdon, Union, Morris, Warren, Essex, Hudson, Bergen, Passaic and Sussex, New Jersey
ADAM (908) 400-0831
170 Amsterdam Avenue, Apt. 15A
New York, NY 10023
Signed July 27, 2012

Fitness Advocate NJ, LLC is a Delaware limited liability company formed on July 12, 2012 Its principal business address is 170 Amsterdam Avenue, Apt 15A, New York, NY 10023 and telephone number is (908) 400-0831 FITNESS ADVOCATE NJ, LLC has been one of our Area Representatives since July 27, 2012

- **Adam Krell** has been the Managing Manager of Fitness Advocate NJ, LLC since its inception Mr Krell is also a Manager of Fitness Advocate, LLC, Fitness Advocate CT, LLC, Fitness Advocate NJ LLC, OTF Man One LLC, OTF One NJ LLC, OTF Two NJ LLC and EPOC CL, LLC He has been the managing principal of Krebol Management in New York City, New York since 2008

See description listed under PENNSYLVANIA for this Area Representative
OTF PHILADELPHIA, LLC
ROBERT FERRALL
Territory Philadelphia Metro Area, South Jersey, Mercer County
(267) 247-5404
4968 Grundy Way
Doylestown, PA 18902
Signed July 11, 2011

NEW MEXICO

THREE LOBOS, LLC
LORRAINE HIGGINS, EILEEN T HIGGINS AND CORNELIUS J HIGGINS
Territory New Mexico and El Paso, TX
LORRAINE (505) 227-3371
218 Richmond Drive SE
Albuquerque, NM 87106
Signed April 21, 2015

THREE LOBOS, LLC is a New Mexico limited liability company formed on April 7, 2015 Its principal place of business is 218 Richmond Drive SE, Albuquerque, NM 87106 and telephone number is 505-227-3371 Three Lobos, LLC has been our Area Representative for New Mexico since April 21, 2015

- **Lorraine Higgins** has been the Managing Member of Three Lobos, LLC since its inception She is also the Managing Member of Family Fitness Unlimited, LLC and Family Fitness Unlimited Two, LLC She has been the Director of Property Management, New Mexico at Colliers International since December 2015 She has been employed by Colliers International since September 2013 She was the Founder and CEO of Mountain Management from February 2000 – May 2013

- **Eileen T Higgins** has been a Member of Three Lobos, LLC since its inception She is also a Member of Family Fitness Unlimited, LLC and Family Fitness Unlimited Two, LLC Ms Higgins has been a Principal of Oyamel Consulting, Inc located in Miami, Florida since February 2014 She was a Brand Director at Remy Martin in New York City, New York from October 2012 to February 2014 Ms Higgins also worked for the Foreign Service in the State Department in Mexico City, Mexico from January 2009 to October 2012

- **Cornelius J Higgins** has been a member of Three Lobos, LLC since its inception He is also a Member of Family Fitness Unlimited, LLC and Family Fitness Unlimited Two, LLC

NEW YORK

FITNESS ADVOCATE LLC
ADAM KRELL
Territory Borough of West Manhattan, New York
ADAM (908) 400-0831
170 Amsterdam Avenue, Apt. 15A
New York, NY 10023
Signed April 25, 2012

FITNESS ADVOCATE, LLC is a Delaware limited liability company formed on April 16, 2012 Its principal business address is 170 Amsterdam Avenue, Apt 15A New York, NY 1001823 and telephone number is (908) 400-0831 FITNESS ADVOCATE, LLC has been one of our Area Representatives since April 25, 2012

- **Adam Krell** has been the Manager of Fitness Advocate LLC since its inception Mr Krell is also a Manager of Fitness Advocate CT, LLC, Fitness Advocate NJ, LLC, OTF Man One LLC, OTF One NJ LLLC and OTF NJ Two LLC He has been the managing principal of Krebol Management in New York City, New York since 2008

92 FITNESS CREW A/R BROOKLYN/QUEENS, LLC
LARS SCOFIELD, CHARLES MEDRANO AND MELISSA MEDRANO
Territory Brooklyn/Queens, New York
LARS (404) 849-2455
19 Wakeman Road
Darien, Connecticut 06820
Signed February 5, 2014

92 FITNESS CREW A/R BROOKLYN/QUEENS, LLC is a New York limited liability company formed in January of 2014 Its principal business address is 19 Wakeman Road Darien, Connecticut 06820 and telephone number is 404-849-2455 92 FITNESS CREW A/R BROOKLYN/QUEENS, LLC has been one of our Area Representatives since February 5, 2014

- **Lars Scofield** has been a Member of 92 Fitness Crew A/R Brooklyn/Queens, LLC since its inception He is also a Member of 92 Fitness Crew New York 1, LLC, 92 Fitness Crew New York 2, LLC , 92 Fitness Crew New York 3, LLC, 92 Fitness Crew New York 4, LLC, 92 Fitness Crew Florida I, LLC and Lantana Square Fitness Group LLC Mr Scofield has also worked at MasterCard since August 2011
- **Charles Medrano** has been a Member of 92 Fitness Crew A/R Brooklyn/Queens, LLC since its inception He is also a Member of 92 Fitness Crew New York 1, LLC, 92 Fitness Crew New York 2, LLC, 92 Fitness Crew New York 3, LLC, 92 Fitness Crew New York 4, LLC ,92 Fitness Crew Florida I, LLC and Lantana Square Fitness Group LLC Mr Medrano has been the Chief Executive Officer of Oak Construction Company in South Florida since 2004
- **Melissa Medrano** has been a Member of 92 Fitness Crew A/R Brooklyn/Queens, LLC since its inception She is also a Member of 92 Fitness Crew New York 1, LLC, 92 Fitness Crew New York 2, LLC, 92 Fitness Crew New York 3, LLC, 92 Fitness Crew New York 4, LLC, 92 Fitness Crew Florida I, LLC and Lantana Square Fitness Group LLC Ms Medrano has been a practicing attorney in South Florida since 2009

RGL FITNESS LLC
EMANUEL GALANIS, STAMATIOS REGOUKOS, NIKOLAOS GALANIS AND ROCKY FONOVICH
Territory Long Island, NY, Nassau and Suffolk Counties, NY
EMANUEL (631) 414-7711
35 Pinelawn Road, Suite 104 East
Melville, NY 11747
Signed December 15, 2014

RGL FITNESS LLC is a New York limited liability company formed on November 21, 2014 Its principal business address is 11 Guilfund Road, Port Washington, NY 11050 and telephone number is 631-414-7711 RLG Fitness LLC has been one of our Area Representatives since December 15, 2014

- **Emanuel Galanis** has been a Member of RGL Fitness LLC since its inception Mr Galanis is also a Member of ENP Fitness, LLC, OTFLI RVC, LLC, OTF LI, LLC, GV Fitness LLC, PWLI Fitness LLC and EM Fitness LLC Mr Galanis is the CFO at RGL Group LLC in Melville, NY
- **Nikolaos Galanis** has been a Member of RGL Fitness LLC since its inception Mr Galanis is also a Member of ENP Fitness, LLC, OTFLI RVC, LLC, OTF LI, LLC, GV Fitness LLC, PWLI Fitness LLC and EM Fitness LLC Mr Galanis is the President of RGL Group LLC in Melville, NY
- **Stamatios Regoukos** has been a Member of RGL Fitness LLC since its inception Mr Galanis is also a Member of ENP Fitness, LLC, OTFLI RVC, LLC, OTF LI, LLC, GV Fitness LLC, PWLI Fitness LLC and EM Fitness LLC
- **Rocky Fonovich** has been a Member of RGL Fitness LLC since its inception Mr Fonovich is also a Member of ENP Fitness, LLC, , GV Fitness LLC and EM Fitness LLC Mr Fonovich was a Manager at Beach Bum Tanning from April 2009 to September 2014

NORTH CAROLINA

KMJE VENTURES, LLC
KRISTINE SHIFFLETTE
Territory North Carolina (Raleigh/Chapel Hill) – Counties of Forsyth, Guilford, Alamance, Orange, Durham, Wake, Randolph, Chatham, Moore, Hoke, Lee, Harnett, Cumberland, Johnston, Sampson, Wayne, Duplin, Pender, Pitt, Greene, Jacksonville, Bladen and New Hanover
(202) 210-0492
100 Millingport Court
Chapel Hill, NC 27517
Signed June 4, 2013

KMJE VENTURES, LLC is a North Carolina limited liability company formed on May 28, 2013 Its principal business address is 100 Millingport Court, Chapel Hill, NC 27517 and telephone number is 202-210-0492 KMJE VENTURES, LLC has been one of our Area Representatives since June 4, 2013

- **Kristine Shifflette** has been the Manager/Member of KMJE Ventures, LLC since its inception She is also the Manager/Member of Jackelle Fitness, LLC, Jackelle Fitness Four, LLC, Jackelle Fitness Chapel Hill, LLC and Jackelle Fitness Triangle, LLC She is also a Member of Joele Fitness, LLC, Joele Fitness Two, LLC, Joele Fitness Three, LLC, Joele Fitness Four, LLC, Joele Fitness Five, LLC, Joele Fitness Six, LLC and Joele Fitness Seven, LLC Ms Shifflette was the Senior Director of Account Management of CEB from January 2006 to September 2013

CLT FITNESS AREA PARTNERS, INC
JOHN THOMAS, JR. AND DOUGLAS BIRER
Territory North Carolina – Charlotte DMA including parts of South Carolina NC counties of Ashe, Watauga, Avery, Caldwell, Burke, Cleveland, Alexander, Catawba, Lincoln, Gaston, Iredell, Mecklenburg, Rowan, Cabarrus, Stanly, Union, Anson, Henderson, Polk, Rutherford, Buncombe, McDowell and Richmond South Carolina counties of York, Chester, Lancaster & Chesterfield
JOHN (954) 873-3370
4030 Wake Forest Road, Ste 349
Raleigh, NC 27609
Signed June 24, 2013

CLT FITNESS AREA PARTNERS, INC is a North Carolina limited liability company formed in May of 2013 Its principal business address is 4030 Wake Forest Road, Ste 349, Raleigh, NC 27609 and telephone number is 954-873-3370 CLT FITNESS AREA PARTNERS, INC has been one of our Area Representatives since June of 2013

- **John Thomas, Jr** has been the President of CLT Fitness Area Partners, Inc since its inception Mr Thomas is also a Shareholder and President of Studio One CLT Fitness, Inc , Studio Two CLT Fitness, Inc , Studio Three CLT Fitness, Inc and Studio Four CLT Fitness Inc He has been a Pilot for American Airlines since May 1991
- **Douglas Birer** has been a Shareholder and the Secretary/Treasurer of CLT Fitness Area Partners, Inc since its inception Mr Birer is also a Shareholder and the Secretary/Treasurer of Studio One CLT Fitness, Inc , Studio Two CLT Fitness, Inc , Studio Three CLT Fitness, Inc and Studio Four CLT Fitness, Inc in North Carolina He has been a member of Maryland Fitness Partners, L L C since February 18, 2013 He is a Shareholder and the President of KBOG Plantation, Inc , KB Orange Group, Inc , Coral Springs Fitness Partners, Inc and a Member of Lantana Square Fitness Group LLC in Florida, which each own and operate ORANGE THEORY® Fitness Facilities in South Florida He is the Member of Maryland Fitness Partners, LLC, Olney Fitness Partners, LLC, Columbia Fitness Partners, LLC, Inner Harbor Fitness Partners LLC, Kentland Fitness Partners, LLC and Hunt Valley Fitness Partners, LLC formed to own and operate ORANGE THEORY® Fitness Facilities in Maryland Mr Birer is also a Shareholder and President of five California corporations which own and operate ORANGE THEORY® Fitness Facilities in California For the past 10 years, Mr Birer has been the owner and operator of Charlie's Locker, a yachting store

NORTH DAKOTA

NARANGI DAKOTAS LLC
ARCHIT SHAH, MARIA SHAH & JOHN STRIANO
Territory North Dakota, South Dakota
ARCHIT (917) 945-0978
11858 Aurelio Lane
Orlando, FL 32827
Signed July 6, 2015

NARANGI DAKOTAS LLC is a North Dakota limited liability company formed on July 29, 2016 Its principal place of business is 11858 Aurelio Lane, Orlando, FL 32827 and telephone number is 918-945-0978 NARANGI DAKOTAS LLC has been one of our Area Representatives since June 6, 2016

- **Archit Shah** has been a Member of Narangi Dakatos LLC since its inception He is also a Member of Narangi Celebration, LLC and Naranji Clermont, LLC Mr Shah has been the owner of Cadence Consulting Services, LLC since January 2015 He was the Chief Financial Officer at XOS Digital Technologies, Inc from October 2012 through October 2014 He was the VP of Finance at Globe Wireless LLC from May 2011 through October 2012,
- **Maria Shah** has been a Member of Narangi Dakatos LLC since its inception She is also a Member of Narangi Celebration, LLC and Naranji Clermont, LLC Ms Shah was a Financial Analyst at Ogilvy & Mather from September 2006 through May 2012
- **John Striano** has been a Member of Narangi Dakatos LLC since its inception He is also a Member of Narangi Celebration, LLC and Naranji Clermont, LLC Mr Striano attended Stetson University College of Law from August 2013 through May 2016

OHIO

BCF LLC
STEPHANIE & DOUGLAS CRONK AND AMY & DARREN BASSEL
Territory Cincinnati-Dayton, OH
AMY (805) 540-0172
605 Deltino Court
Lexington, KY 40515
Signed September 12, 2014

BCF LLC is a Kentucky limited liability company formed on August 25, 2014 Its principal business address is 605 Deltino Court, Lexington, KY 40515 and telephone number is (805) 540-0172 BCF LLC has been one of our Area Representatives since September 12 2014

- **Amy J Bassel** has been a Member of BCF LLC since its inception She is also an Area Representative of the Sacramento, California Area and is a Member of Blackrock Ventures, LLC since August 16, 2013 She is also a member of Cal Fit Studio 1, LLC and Bassel Bacon Fitness Group, LLC She was Catering Director of ARAMARK Dining Services, Hamlin University in St Paul, MN from July 2012 through July 2013
- **Darren Bassel** has been the Member of BCF LLC since its inception He is also an Area Representative of the Sacramento, California Area and is a Member of Blackrock Ventures, LLC since August 16, 2013 He is also a Member of CAL FIT Studio, LLC, Cal FIT Studio 1, LLC and Bassel Bacon Fitness, LLC Mr Bassel has been the Director of Marketing at Ashland Inc since August 2013 He was the Director of Marketing at Polaris Industries from November 2011 through August 2013
- **Douglas P Cronk** has been a Member of BCF LLC since its inception He is a member of Cincy Fitness LLC Walton LLC and became a Member of Bassel Bacon Group, LLC in December 2014 Mr Cronk is a Territory Manager with St Jude Medical and has been employed by St Jude Medical since January 1994
- **Stephanie D Cronk** has been a Member of BCF LLC since its inception She is a member of Cincy Fitness LLC, Walton LLC and became a Member of Bassel Bacon Group, LLC in December 2014 Ms Cronk has been a Physician Assistant at Team Health since October 1999

YOUNG AREA, LLC
STEPHANIE & MATTHEW YOUNG AND ALAN & CYNTHIA YOUNG
MATTHEW & STEPHANIE YOUNG
Territory Columbus – Toledo, OH and the OH counties Hocking, Vinton, Jackson, Meigs, Gallia and Lawrence
STEPHANIE (614) 307-6782
5656 Heathrow Drive
Powell, OH 43065
Signed October 10, 2014

YOUNG AREA, LLC is an Ohio limited liability company formed on September 23, 2014 Its principal business address is 5656 Heathrow Drive, Powell, OH 43065 and telephone number is 614-307-6782 YOUNG AREA, LLC has been one of our Area Representatives since October 10,2014

- **Stephanie R Young** has been a Member and Manager of Young Area, LLC since its inception She is also a Member and Manager of Young Fitness 1, LLC , Young Fitness 2, LLC and Young Fitness 3, LLC She was Director of Operations at Warner Massage Clinics from July 2007 to January 2015
- **Matthew H Young** has been a Member of Young Area, LLC since its inception He is also a Member of Young Fitness 1, LLC, Young Fitness 2, LLC and Young Fitness 3, LLC Mr Young has been the Director of Business Development at PCA Choice Pharmacy since July 2011
- **Alan C Young** has been a Member of Young Area, LLC since its inception He is also a Member of Young Fitness 1, LLC and Young Fitness 2, LLC Mr Young was the Financial Coordinator at Mid-Ohio Psychological Services in Lancaster, OH from March 2008 through November 2013
- **Cynthia A Young** has been a Member of Young Area, LLC since its inception She is also a Member of Young Fitness 1, LLC and Young Fitness 2, LLC Mrs Young has been an X-Ray Technician at Ohio Orthopaedic Center in Lancaster, OH since August 2003

KSA WORLDWIDE LLC
KURT R. & STEPHANIE L ALTENBURGER
Territory Cleveland, OH
STEPHANIE (408) 203-7938
9202 Sharp Road
Olmsted Falls, OH 44138
Signed March 18, 2015

KSA WORLDWIDE LLC is an Ohio limited liability company formed on December 18, 2012 Its principal business address is 9202 Sharp Road, OH 44138 and telephone number is 408-203-7938 KSA WORLDWIDE LLC has been one of our Area Representatives since March 18, 2015

- **Kurt R. Altenburger** has been a Member of KSA Worldwide LLC since its inception He is also a Member of KSA1 LLC and KSA2 LLC Mr Altenburger has been a Paramedic at Cleveland Clinic in Avon, Ohio since December 2012 and a Paramedic at Donald Martins & Sons since February 2011
- **Stephanie L Altenburger** has been a Member of KSA Worldwide LLC since its inception She is also a Member of KSA1 LLC and KSA2 LLC Mrs Altenburger has been Store Manager at Lululemon Athletica in Woodmere, Ohio since May 2014 She was Store Manager at Victoria Secret in Cleveland, Ohio from May 2012 to April 2013, Store Manager at Starbuck Coffee Co in Cleveland, Ohio from August 2011 to May 2012

OKLAHOMA

OKLAHOMA FITNESS PARTNERS LLC
RONALD WENANG, BRIAN MASSOLL, NABILAH FOUNTAIN AND ERIC MOERMAN
Territory State of Oklahoma
RONALD (813) 440-8980
4532 W Kennedy Blvd , #428
Tampa, FL 33609
Signed April 29, 2015

OKLAHOMA FITNESS PARTNERS LLC is an Oklahoma limited liability company formed on April 20, 2015 Its principal address is 4532 W Kennedy Blvd , #428, Tampa, FL 33609 and its phone number is 813-440-8980 OKLAHOMA FITNESS PARTNERS LLC has been one of our Area Representatives since April 29, 2015

- **Ronald Wenang** is a Member and Manager of Gator One Fitness, LLC which is a Member of Oklahoma Fitness Partners LLC Gator One Fitness, LLC has been a Member of Oklahoma Fitness Partners LLC since its inception Gator One Fitness, LLC is also a Member of OKC Fitness Studio LLC that was formed to own and operate ORANGE THEORY® Fitness Facilities in Oklahoma Mr Wenang has been a Private Client Advisor at JP Morgan Securities since June 1, 2009
- **Brian Massoll** is a Member and Manager of Gator One Fitness, LLC which is a Member of Oklahoma Fitness Partners LLC Gator One Fitness, LLC has been a Member of Oklahoma Fitness Partners LLC since its inception Gator One Fitness, LLC is also a Member of OKC Fitness Studio LLC that was formed to own and operate ORANGE THEORY® Fitness Facilities in Oklahoma Mr Masoll has been a principal of Audi Naples, VW of Naples and Naples Acura since August 13, 2008
- **Nabilah Fountain** is a Member of Hiit Hard, LLC which is a Member of Oklahoma Fitness Partners LLC Hiit Hard, LLC has been a Member of Oklahoma Fitness Partners LLC since its inception Hiit Hard, LLC is also a Member of OKC Fitness Studio LLC that was formed to own and operate ORANGE THEORY® Fitness Facilities in Oklahoma Mr Fountain was a Headtrainer at ORANGE THEORY® Fitness Phoenix – Arcadia & Central from January 2015 to March 2015, Studio Manager and Regional Director of Tampa Fitness Partners from May 2012 to December 2014 and Owner and Operator of Vibe Fit Club from February 2009 to May 2012
- **Eric Moerman** is a Member of Hiit Hard, LLC which is a Member of Oklahoma Fitness Partners LLC Hiit Hard, LLC has been a Member of Oklahoma Fitness Partners LLC since its inception Hiit Hard, LLC is also a Member of OKC Fitness Studio LLC that was formed to own and operate ORANGE THEORY® Fitness Facilities in Oklahoma Mr Moerman has been the General Manager at ORANGE THEORY® Fitness Arcadia and Central Phoenix, AZ since February 2015 He was the Studio Manager at ORANGE THEORY® Fitness Arcadia, AZ from October 2012 to March 2015 and Studio Manager at ORANGE THEORY® Fitness North Scottsdale, AZ from April 2013 to August 2013 He was a Sales Director at Endurance Fitness from June 2011 to July 2012

OREGON

OGBERRY, LLC
JAMES E WEEKS, III
Territory State of Oregon
JAMES (404) 606-0267
556 Pine Walley Road SE Marietta, GA 30067
Signed Transferred June 26, 2015

OGBERRY, LLC is an Oregon limited liability company formed on March 4, 2015 Its principal business address is 556 Pine Walley Road SE, Marietta, GA 30067 and telephone number is 404-606-0267 OGBERRY, LLC has been one of our Area Representatives since March 20, 2015

- **James E Weeks, III** has been a Managing Member of Ogberry, LLC since June 26, 2015 He is also a Member of Hoodberry, LLC, Acaiberry, LLC, and Gojiberry, LLC Mr Weeks is also our Area Representative for South Carolina except for Chester, Chesterfield, Lancaster and York counties He owns 5 ORANGE THEORY® Fitness St Facilities located in South Carolina He is also a Member of JM Canton, LLC, which owns 2 ORANGE THEORY® Fitness Facilities located in Marietta and Canton/Holly Springs, Georgia He is also a member of JM Woodstock, LLC, JM Athens, LLC and JM Chattanooga, LLC Mr Weeks has been Senior Vice President at Morgan Stanley in Atlanta, GA since February 1, 2010

PENNSYLVANIA

TANGERINE A/R VENTURES, LLC
JAMES ROSENBLOOM AND CHRISTOPHER LABISHAK
Territory Counties of Westmoreland, Allegheny, Butler, Beaver and Washington, Pennsylvania
CHRISTOPHER (412) 362-4806
138 Springhouse Lane
Pittsburgh, PA 15238
Signed December 27, 2013

TANGERINE A/R VENTURES, LLC is a Pennsylvania limited liability company formed on December 13, 2013 Its principal business address is 138 Springhouse Lane, Pittsburgh, PA 15238 and telephone number is 412-362-4806 TANGERINE A/R VENTURES, LLC has been one of our Area Representatives since December 27, 2013

- **James Rosenbloom** has been a Managing Member of Tangerine A/R Ventures, LLC since its inception He is also a Member of Tangerine Holdings, LLC, Tangerine Retail Ventures I, LLC and Tangerine Retail Ventures II, LLC Since 1979, he has been the President of Club One Fitness in Pittsburgh, Pennsylvania
- **Christopher Labishak** has been a Managing Member of Tangerine A/R Ventures, LLC since its inception He is also a Member of Tangerine Holdings, LLC, Tangerine Retail Ventures I, LLC and Tangerine Retail Ventures II, LLC Since 2003 he has been the Operating Owner of Club Fitness in Pittsburgh, Pennsylvania

OTF PHILADELPHIA, LLC
ROBERT FERRALL
Territory Philadelphia Metro Area, South Jersey, Mercer County
(267) 247-5404
4968 Grundy Way
Doylestown, PA 18902
Signed July 11, 2011

OTF Philadelphia, LLC is a Pennsylvania limited liability company formed on June 15, 2011 Its principal business address is 4968 Grundy Way, Doylestown, Pennsylvania 18902 and telephone number is (267) 247-5404 OTF Philadelphia, LLC has been one of our Area Representatives since July of 2011

- **Robert Ferrall** has been the President and Member of OTF Philadelphia, LLC since its inception in June 2011 He is also the President/Member of OTF Main Line, LLC and sole Member of F2 Fitness, LLC and Center City Fitness, LLC Mr Ferrall is a Member of OTF Millenia, LLC and OTF Winter Garden, LLC From February 2009 to September 2014, he was a Regional Sales Manager for Beckman Coulter in Brea, California

BMA MANAGEMENT, LLC
BARBARA BIANUCCI & ANTHONY BIANUCCI
Territory Central Pennsylvania
ANTHONY (571)-258-0228
21014 Cisco Lane
Leesburg, VA 20175
Signed July 1, 2015

BMA Management, LLC is a Pennsylvania limited liability company formed on June 17, 2015 Its principal place of business is 21014 Cisco Lane, Leesburg, VA 20175 and telephone number is 703-731-1740 BMA MANAGEMENT, LLC has been one of our Area Representatives since July 1, 2015

- **Barbara Bianucci** has been a Managing Member of BMA Management, LLC from its inception She is also a Member of BAA Management, LLC and MAB Management, LLC Ms Bianucci has been an Executive Assistant for the Boston Red Sox since 2002
- **Anthony Bianucci** has been a Managing Member of BMA Management, LLC from its inception He is also a Member of BAA Management, LLC and MAB Management, LLC Mr Bianucci was Head Trainer and Operator of Olympus Gym in Sterling, VA from 2004 - 2015

SOUTH CAROLINA

LOW COUNTRY HOLDINGS LLC
JAMES E WEEKS, III
Territory State of South Carolina with the exception of Chester, Chesterfield, Lancaster & York counties
JAMES (404) 606-0267
556 Pine Valley Road
Marietta, GA 30067
Signed Transferred June 30, 2016

Low Country Holdings LLC is a Georgia limited liability company formed on June 15, 2016 Its principal business address is 556 Pine Valley Road SE, Marietta, GA 30067 and telephone number is 404-606-0267 Low Country Holdings LLC has been one of our Area Representatives since June 30, 2016

- **James E Weeks, III** has been a member of Low Country Holdings, LLC since its inception on June 15, 2016 He is also a member of Orange Goddess I, LLC and JM North Mt Pleasant, LLC He has been Managing Member of Ogberry, LLC since June 26, 2015, which is our Area Representative of the State of Oregon and Clark County, WA He is also a Member of Hoodberry, LLC, Acaiberry, LLC, and Gojiberry, LLC He is also a Member of JM Canton, LLC, which owns 2 ORANGE THEORY® Fitness Facilities located in Marietta and Canton/Holly Springs, Georgia and 5 ORANGE THEORY® Fitness Facilities located in South Carolina He is also a member of JM Woodstock, LLC, JM Athens, LLC and JM Chattanooga, LLC Mr Weeks has been Senior Vice President at Morgan Stanley in Atlanta, GA since February 1, 2010

See description listed under NORTH CAROLINA for this Area Representative
CLT FITNESS AREA PARTNERS, INC
JOHN THOMAS, JR.AND DOUGLAS BIRER
Territory North Carolina – Charlotte DMA including parts of South Carolina NC counties of Ashe, Watauga, Avery, Caldwell, Burke, Cleveland, Alexander, Catawba, Lincoln, Gaston, Iredell, Mecklenburg, Rowan, Cabarrus, Stanly, Union, Anson and Richmond South Carolina counties of York, Chester, Lancaster & Chesterfield
JOHN (954) 873-3370
4030 Wake Forest Road, Ste 349
Raleigh, NC 27609
Signed June 24, 2013

TENNESSEE

CORE2000 LLC
GREG MCGOWAN AND ROBERT SCOT JAMES
Territory State of Tennessee & Desoto County, Mississippi
GREG (901) 746-9577
9113 Grovelawn Cove East
Germantown, TN 38139
Signed July 5, 2013

CORE2000 LLC is a Tennessee limited liability company formed on May 16, 2013 Its principal place of business is 9113 Grovelawn Cove East Germantown, TN 38139 and telephone number is 901-746-9577 CORE2000 LLC has been one of our Area Representatives since July of 2013

- **Greg McGowan** has been a Member of CORE2000 LLC since its inception He is also a Member of RECON2013 LLC and MISTRAL2015, LLC Mr McGowan was the COO of Shababco Enterprises from February 2012 to April 2013
- **Robert Scot James** has been a Member of CORE2000 LLC since its inception He is also a Member of RECON2013 LLC, MISTRAL2015, LLC TYC, LLC and TYCMT Juliet, LLC Mr James has been the Owner of a European Wax Center in Germantown, Tennessee since 2011 From September 2009 to March 2013, he was the Director of Marketing for Comcast in Tennessee

TEXAS

AUSTIN FITNESS PARTNERS, LLC
TERRY BLACHEK
Territory Austin, Texas
Terry (813) 817-8645
204 South Howard Avenue
Tampa, FL 33609
Signed December 31, 2013

AUSTIN FITNESS PARTNERS, LLC is a Florida limited liability company formed in December 2013 Its principal place of business is 204 South Howard Avenue, Tampa, FL 33609 and telephone number is 813-817-8645 AUSTIN FITNESS PARTNERS, LLC has been one of our Area Representatives since December 31, 2013

- **Terry Blachek** is the Manager of Austin Fitness Partners, LLC since its inception He is the Managing Member of Austin Fitness Partners I, LLC, Austin Fitness Partners II, LLC, North Austin Fitness Partners I, LLC and North Fitness Partners II, LLC, He is the sole member of Triangle Fitness Partners, LLC, Cedar Park Fitness Partners, LLC, South Lamar Fitness Partners, LLC, Domain Fitness Partners, LLC, College Station Partners, LLC, Laconterra LLC, The Quarry Fitness Partners LLC and Sunset Valley Fitness LLC He was a principal of the Franchisor and a Director and Franchise Marketing consultant of the Franchisor from March 2011 to April 2012

SAN ANTONIO AREA LLC
TERRY BLACHEK
Territory San Antonio, Texas
Terry (813) 817-8645
442 W Kennedy Blvd , Suite 390
Tampa, FL 33606
Signed Transferred April 29, 2016

SAN ANTONIO AREA LLC is a Florida limited liability company formed on April 14, 2016 Its principal place of business is 442 W Kennedy Blvd , Suite 390, Tampa, FL 33606 and telephone number is 813-817-8645 SAN ANTONIO AREA LLC has been one of our Area Representatives since April 29, 2016

- **Terry Blachek** has been the sole member of San Antonio Area LLC since its inception He is also the sole member of Triangle Fitness Partners, LLC, Cedar Park Fitness Partners, LLC, South Lamar Fitness Partners, LLC, Domain Fitness Partners, LLC, College Station Partners, LLC, Laconterra LLC, The Quarry Fitness Partners LLC and Sunset Valley Fitness LLC He has been the Manager of Austin Fitness Partners, LLC since its inception He is the Managing Member of Austin Fitness Partners I, LLC, Austin Fitness Partners II, LLC, North Austin Fitness Partners I, LLC and North Fitness Partners II, LLC He was a principal of the Franchisor and a Director and Franchise Marketing consultant of the Franchisor from March 2011 to April 2012

OTF FITNESS PARTNERS HOUSTON, LLC
MARTIN REICHENTHAL
Territory Houston counties of Fort Bend, Harris & Montgomery
(713) 315-0969
4919 Tilbury Estates Drive
Houston, TX 77056
Signed April 10, 2013

OTF FITNESS PARTNERS HOUSTON, LLC is a Texas limited liability company formed in April of 2013 Its principal place of business is 4919 Tilbury Estates Drive, Houston, TX 77056 and telephone number is 713-315-0969 OTF FITNESS PARTNERS HOUSTON, LLC has been one of our Area Representatives since April of 2013

- **Martin Reichenthal** has been the Manager of OTF Fitness Partners Houston, LLC since its inception He is also a Member of Cambio Investors LLC , Cambio Management III, LLC, Cambio Management IV LLC, Bissonnet Coaching, LLC, and Cinco Ranch Coaching, LLC Mr Reichenthal has also been a restaurant executive with a major chain for the past 26 years

OTF MANAGEMENT - N TEXAS, LLC
JAMES H WEBB, JR. AND CATHERINE O'KEEFE
Territory Dallas, Texas
(469) 682-4192
3100 Independence Parkway, Suite 311-328
Plano, TX 75034
Signed June 25, 2013

OTF MANAGEMENT – N TEXAS, LLC is a Texas limited liability company formed in April 19, 2013 Its principal place of business and telephone number are 3100 Independence Parkway, Suite 311-328 Plano, TX 75034 and 469-682-4192 OTF MANAGEMENT – N TEXAS, LLC has been one of our Area Representatives since June of 2013

- **James H Webb, Jr** has been the Managing Member of OTF Management - N Texas, LLC since its inception He is also the Managing Member of OTF Frisco, LLC, OTF West Plano, LLC, OTF Southlake, LLC, Valencia Fitness Allen, LLC, Valencia Fitness – Castle Hills, LLC, Valencia Fitness – McKinney, LLC, Valencia Fitness – Preston Hollow LLC, Valencia Fitness Rockwall, LLC and Valencia Lake RH, LLC Mr Webb has been the owner operator of multiple companies and self-employed since 1997
- **Catherine O'Keefe** has been a Partner of OTF Management - N Texas, LLC since May of 2013 From May 2006 through May 2013 she was a Business Development Manager for Electrolab Training Systems located in Ontario, Canada

SOUTH DALLAS FITNESS, LLC
MASON MASON & KIM MASON, VERNON GOVENDER, SCOTT WATKINS AND G BRETT HARGROVE
Territory Forth Worth, Texas
MASON (214) 679-9270
15810 Breedlove Place
Addison, TX 75001
Signed November 4, 2013

SOUTH DALLAS FITNESS, LLC is a Texas limited liability company formed in November of 2013 Its principal place of business is 15810 Breedlove Place Addison, TX 75001 and telephone number is 214-679-9270 SOUTH DALLAS FITNESS, LLC has been one of our Area Representatives since November 4, 2013

- **Mason Mason** has been a Manager of South Dallas Fitness, LLC since its inception He is also a Manager/Secretary, Treasurer of K &M Fitness I, LLC, K&M Fitness II, LLC, K&M Fitness III, LLC, K&M Fitness IV, LLC, KMM Fitness I, LLC, KMM Fitness II, LLC, KMM Fitness III, LLC, KMM Fitness III, LLC and KMP Fitness V, LLC Mason is also a Manager of VSB Ventures I, LLC Mason has been a self-employed Financial Consultant since 2000
- **Kim Mason** has been a Manager of South Dallas Fitness, LLC since its inception She is also a Manager/President of K&M Fitness I, LLC, K&M Fitness II, LLC, K&M Fitness III, LLC, K&M Fitness IV, LLC, KMM Fitness I, LLC, KMM Fitness III, LLC, KMM Fitness IV, LLC and KMP Fitness V, LLC Mrs Mason is also a Manager of VSB Ventures I, LLC
- **Vernon Govender** has been a Manager of South Dallas Fitness, LLC since its inception He is also the Managing Member of VSB Ventures I, LLC , VSB Ventures II, LLC , and a Member of VSB Ventures III, LLC Mr Govender has been the CFO of Sunrise Home Health since January 1994
- **Scott Watkins** has been the Managing Member of South Dallas Fitness, LLC since its inception He is also a Managing Member of VSB Ventures I, LLC, VSB Ventures II, LLC and a Member of VSB Ventures III, LLC Mr Watkins has been the Office Manager of Kelli Watkins, M D , P A since 2007
- **G Brett Hargrove** has been a Managing Member of South Dallas Fitness, LLC since its inception He is also a Managing Member of VSB Ventures I, LLC and VSB Ventures II, LLC He is a Member and Operating Manager of VSB Ventures III, LLC Mr Hargrove was the Owner of Mesa Logistics, LLC from April 2004 to April 2014

CENTRAL TEXAS FITNESS LLC
MASON & KIM MASON AND MATTHEW MOYER
Territory Central Texas
MASON (214) 679-9270
15810 Breedlove Place
Addison, TX 75001
Signed September 10, 2015

CENTRAL TEXAS FITNESS LLC is a Texas limited liability company formed on July 29, 2015 Its principal place of business is 15810 Breedlove Place Addison, TX 75001 and telephone number is 214-679-9270 CENTRAL TEXAS FITNESS LLC has been one of our Area Representatives since September 10, 2015

- **Mason** has been a Member of Central Texas Fitness LLC since its inception He is also an Area Representative of Fort Worth, Texas and a Manager of South Dallas Fitness, LLC since November 2013 He is also a Manager/Secretary, Treasurer of K &M Fitness I, LLC, K&M Fitness II, LLC, K&M Fitness III, LLC, K&M Fitness IV, LLC, KMM Fitness I, LLC, KMM Fitness II, LLC, KMM Fitness III, LLC, KMM Fitness III, LLC and KMP Fitness V, LLC He is also a Member and Manager of KSM Consulting, LLC Mason is also a Manager of VSB Ventures I, LLC Mason has been a self-employed Financial Consultant since 2000
- **Kim Mason** has been a Member of Central Texas Fitness LLC since its inception She is also an Area Representative of Fort Worth, Texas and has been a Manager of South Dallas Fitness, LLC since November 2013 She is also a Manager/President of K&M Fitness I, LLC, K&M Fitness II, LLC, K&M Fitness III, LLC, K&M Fitness IV, LLC, KMM Fitness I, LLC, KMM Fitness III, LLC, KMM Fitness IV, LLC and KMP Fitness V, LLC She is also a Member and Manager of KSM Consulting, LLC Mrs Mason is also a Manager of VSB Ventures I, LLC
- **Matthew Moyer** has been a Member of Central Texas Fitness LLC since its inception He is also a Member of K&M Fitness I, LLC, K&M Fitness II, LLC and K&+M Fitness III, LLC

INTERVAL FITNESS OF WEST TEXAS, LLC
RONALD BOSTICK AND S EVANS ETHEREDGE
Territory West Texas
RON (806) 441-9094
60 East Lakeshore Drive
Ransom Canyon, TX 79366
Signed July 21, 2015

INTERVAL FITNESS OF WEST TEXAS, LLC is a Texas limited liability company formed on June 18, 2015 Its principal place of business is 60 East Lakeshore Drive, Ransom Canyon, TX 79366 and telephone number is 806-441-9094 INTERVAL FITNESS OF WEST TEXAS, LLC has been one of our Area Representatives since July 21, 2015

- **Ronald Bostick** has been a Member of Interval Fitness of West Texas, LLC since its inception He is also a Managing Member of I Am Second, Inc and a Member of Interval Fitness of Midland, LLC Mr Bostick was the owner of Christian Brothers Automotive in Lubbock, TX from October 2011 - February 2016
- **S Evans Etheredge** has been a Member of Interval Fitness of West Texas, LLC since its inception He is also a Member of Interval Fitness of Midland, LLC Mr Etheredge was the President of C&C Coating Inc in Midland, TX from August 1, 1978 - March 18, 2016

5A FITNESS, L L C.
ALFONSO & ALEJANDRA ARGUINDEGUI
Territory South Texas
ALEJANDRA (956) 727-2273
315 Stratford Lane
Laredo, TX 78041
Signed October 6, 2015

5A FITNESS, L L C is a Texas limited liability company formed on August 20, 2015 Its principal place of business is 315 Stratford Lane, Laredo, TX 78041 and telephone number is 956-206 7773 5A FITNESS, L L C has been one of our Area Representatives since October 6, 2015

- **Alfonso Arguindegui** has been a Member of 5A Fitness, L L C since its inception He is also a Member of 5A Fitness Laredo #1, L L C Mr Arguindegui has been the CEO of Arguindegui Oil Co in Laredo, TX since January 1, 2012
- **Alejandra Arguindegui** has been a Member of 5A Fitness, L L C since its inception She is also a Member of 5A Fitness Laredo #1, L L C Ms Arguindegui has no prior business experience

UTAH

TLJ AR, LLC
JILL & ALBERT SANCHEZ AND TEMPE CONNELL
Territory Utah
JILL (406) 698-0888
602 East 500 South, #P102
Salt Lake City, UT 84102
Signed February 14, 2014

TLJ AR, LLC is a Utah limited liability company formed on January 31, 2014 Its principal place of business is 2025 Newbrook Drive, Edmond, OK 73003 and telephone number is 406-698-0888 TLJ AR, LLC has been one of our Area Representatives since February 14, 2014

- **Jill Sanchez** has been a Member and Manager of TLJ AR, LLC since its inception on January 31, 2014 She is also a Member and Manager of TLJ One, LLC, TLJ Two, LLC and TLJ Three, LLC Mrs Sanchez has been the Club Coordinator of Fitness 19 since July 2010
- **Albert Sanchez** has been a Member and Manager of TLJ AR, LLC since its inception on January 31, 2014 He is also a Member and Manager of TLJ One, LLC, TLJ Two, LLC and TLJ Three, LLC Mr Sanchez has been the Operator of Fitness 19 since July 2010
- **Tempe Connell** has been and Member and Manager of TLJ AR, LLC since its inception She is also a member and Manager of TLJ One, LLC, TLJ Two, LLC and TLJ Three, LLC She is also the Sole Member of Boz-Orange, LLC and Bll-Orange, LLC, which will own and operate ORANGE THEORY® Fitness Studios in Montana Ms Connell has been a franchise owner with International Dairy Queen in Phoenix, AZ since 2013 She has been a residential and commercial real estate investor in Phoenix and Scottsdale, AZ, Billings and Bozman, MT and San Antonio, TX since 2003

VERMONT

See description listed under MAINE for this Area Representative
CESTRUM, LLC
DWAYNE DUPREY, KAREN DUPREY, BETH CIVIELLO AND WENDY FORSLEY
Territory Maine, New Hampshire and Vermont
DWAYNE (603) 881-3171
6 Crestwood Drive
Hudson, NH 03051
Signed March 20, 2015

VIRGINIA

RA LIFE VIRGINIA, LLC
ALAN LUCHNICK
Territory Northern Virginia Inclusive of Cities and Counties as follows Alexandria, Arlington, Falls Church, Fairfax, Loudoun, Manassas, Manassas Park, Prince William Spotsylvania, Stafford, Clark Fauquier and Warren and Fredericksburg
(305) 206-3299
20940 NE 37TH Court
Aventura, FL 33180
Signed November 6, 2012

RA Life Virginia, LLC is a Florida limited liability company formed on November 5, 2012 Its principal place of business and telephone number are 18384 West Dixie Highway, Ste A, North Miami Beach, FL 33160 and 305-466-2515 RA Life Virginia, LLC has been one of our Area Representatives since November 6, 2012

- **Alan Luchnick** has been Managing Member of RA Life Virginia, LLC since its inception He is also Managing Member of RA Life D C , LLC and RA Life, LLC Mr Luchnick was the owner of Bello Decor, Inc from March 2003 – December 2013

S VA FITNESS LLC
ROBERT MARK BLUM & ROBERT KYLE TURNER
Territory Southern Virginia – South of Fredericksburg
ROBERT MARK BLUM (571) 206-2594
92 West Paces Ferry Road, #6020
Atlanta, GA 30305
Signed December 12, 2014

S VA FITNESS LLC is a Virginia limited liability company formed on November 20, 2014 Its principal business address is 92 West Paces Ferry Road, #6020, Atlanta, GA 30305 and its phone number is 571-206-2594 S VA FITNESS LLC has been one of our Area Representatives since December 12, 2014

- **Robert Mark Blum** has been a Member of S VA Fitness LLC since its inception He is also a Member of S VA Fitness R1 LLC, S VA Fitness R2 LLC and S VA Fitness R3, LLC Mr Blum was the President of Motion Realty Inc from May 2013 – January 2015 and was Senior Manager of Raytheon Co from December 2007 – May 2013

- **Robert Kyle Turner** has been a Member of S VA Fitness LLC since its inception He is also a Member of S VA Fitness R1 LLC, S VA Fitness R2 LLC and S VA Fitness R3, LLC Mr Turner was the COO of Motion Realty Inc from October 2009 – January 2015 and was a soldier with the US Army Reserve National Guard form October 2008 – October 2014

WASHINGTON

BIG HORNS ENTERPRISES, LLC
MATTHEW CAREY AND B KEVIN TURNER
Territory Washington State except Clark County
KEVIN (425) 614-9100
c/o Clark Nuber
10900 NE 4th Street, Suite 1700
Bellevue, WA 98004
Signed Transferred September 18, 2015

BIG HORNS ENTERPRISES, LLC is a Washington limited liability company formed on March 9, 2015 Its principal place of business is **c/o Clark Nuber, 10900 NE 4th Street, Suite 1700, Bellevue, WA 98004** and telephone number is **(425) 614-9011** BIG HORNS ENTERPRISES, LLC has been one of our Area Representatives since September 18, 2015

- **Matthew Carey** has been an owner of Big Horns Enterprises, LLC since its inception He is also a Manager of Big Horns Holdings, LLC and an owner of BHE of Lower Queen Anne, LLC, BHE of Capitol Hill, LLC, , BHE of Bellevue LLC, BHE of Fremont, LLC, BHE of Kirkland, LLC, BHE of Northgate, LLC, BHE of Ballard, LLC, BHE of Mill Creek, LLC, BHE of U District, LLC, BHE of Lynnwood, LLC, BHE West Seattle, LLC, BHE of Maple Valley, LLC, BHE of Mercer Island, LLC Mr Carey has been the CIO at Home Depot in Atlanta, GA since September 2008
- **B Kevin Turner** has been an owner of Big Horns Enterprises, LLC since its inception He is also a Manager of Big Horns Holdings, LLC and an owner of BHE of Lower Queen Anne, LLC, BHE of Capitol Hill, LLC, , BHE of Bellevue LLC, BHE of Fremont, LLC, BHE of Kirkland, LLC, BHE of Northgate, LLC, BHE of Ballard, LLC, BHE of Mill Creek, LLC, BHE of U District, LLC, BHE of Lynnwood, LLC, BHE West Seattle, LLC, BHE of Maple Valley, LLC, BHE of Mercer Island, LLC Mr Turner was the CEO at Citadel Securities in Chicago, IL from July 2016 - January 2017 Prior to that he was the COO of Microsoft in Redmond, WA from September 2005 - July 2016

OGBERRY, LLC
JAMES E WEEKS, III
Territory Clark County, WA
(404)-606-0267
556 Pine Valley Road, SE
Marietta, GA 30067
Signed Transferred June 26, 2015

OGBERRY, LLC is an Oregon limited liability company formed on March 4, 2015 Its principal business address is 556 Pine Valley Road SE, Marietta, GA 30067 and telephone number is 404 606-0267 OGBERRY, LLC has been one of our Area Representatives since March 20, 2015

- **James E Weeks, III** has been a Managing Member of Ogberry, LLC since June 26, 2015 He is also a member of Low Country Holdings, LLC, Orange Goddess I, LLC and JM North Mt Pleasant, LLC He is also a Member of Hoodberry, LLC, Acaiberry, LLC, and Gojiberry, LLC He is also a Member of JM Canton, LLC, which owns 2 ORANGE THEORY® Fitness Facilities located in Marietta and Canton/Holly Springs, Georgia and 5 ORANGE THEORY® Fitness Facilities located in South Carolina He is also a member of JM Woodstock, LLC, JM Athens, LLC and JM Chattanooga, LLC Mr Weeks has been Senior Vice President at Morgan Stanley in Atlanta, GA since February 1, 2010

WASHINGTON D.C.

RA LIFE D C , LLC
ALAN LUCHNICK
Territory Washington, D C
(305) 206-3299
20940 NE 37th Court
Aventura, FL 33180

Signed November 6, 2012

RA LIFE DC, LLC is a Florida limited liability company formed on November 5, 2012 Its principal place of business is 20940 NE 37th Court, Aventura, FL 33180 and telephone number is 305-466-2515 RA LIFE D C , LLC has been one of our Area Representatives since November 6, 2012

- Alan Luchnick has been Managing Member of RA Life D C , LLC since its inception He is also the Managing Member of RA Life Virginia, LLC RA Life, LLC Mr Luchnick has also been the owner of Bello Décor, Inc from March 2003 – December 2013

WEST VIRGINIA

See description listed under Ohio for this Area Representative

YOUNG AREA, LLC
STEPHANIE & MATTHEW YOUNG AND ALAN & CYNTHIA YOUNG
MATTHEW & STEPHANIE YOUNG
Territory West Virgina counties Mason, Cabell, Putnam and Kanawha
STEPHANIE (614) 307-6782
5656 Heathrow Drive
Powell, OH 43065
Signed October 10, 2014

WISCONSIN

ORANGE KEYS FITNESS LLC
KEVIN SCHARNEK
Territory State of Wisconsin
(414) 467-3640
S53 W29435 Ridgefield Road
Waukesha, WI 53189
Signed March 18, 2013

ORANGE KEYS FITNESS LLC is a Wisconsin limited liability company formed on February 15, 2013 Its principal place of business and telephone number are S53 W29435 Ridgefield Road, Waukesha, WI 53189 and 414-467-3640 ORANGE KEYS FITNESS LLC has been one of our Area Representatives since March 2013

- **Kevin Scharnek** has been the Managing Member of Orange Keys Fitness LLC since its inception He is also the sole Member of Postcard Fitness LLC and KC Shorewood, LLC Mr Scharnek is also President and owner of a general management company

LIST OF AREA REPRESENTATIVES WHO HAVE LEFT THE SYSTEM

NONE

EXHIBIT L-1 TO THE DISCLOSURE DOCUMENT

LIST OF CURRENT FRANCHISEES

LIST OF CURRENT FRANCHISEES

The following is a list of Franchisees as of December 31, 2016

Studio #	Franchisee	Franchisee Members	Street Address	City	State	Zip	Telephone	Status
0365	NICHEFITNESS, LLC – Montgomery	Lauren & Dennis Goldasich	1645 Perry Hill Road	Montgomery	Alabama	36106	(334) 409-2007	OPEN 10/02/2015
0564	ALABAMAFIT5, LLC	Anthony Chavers/Robert Houser	790 Montgomery Highway Ste 132	Vestavia Hills	Alabama	35216	(205) 823-5700	OPEN 09/24/2016
0445	NICHEFITNESS 2 LLC	Dennis & Lauren Goldasich	1345 Opelika Road, Suite 1&2	Auburn	Alabama	36830	(205) 937-0828	OPEN 09/09/2016
0364	ALABAMAFIT2, LLC – Inverness	Anthony Chavers/Robert Houser	210 Inverness Corners	Birmingham	Alabama	35242	(205) 991-9700	OPEN 05/08/2015
0446	ALABAMAFIT3, LLC	Anthony Chavers/ Robert Houser	930 Bob Wallace Ave S W , Suite 229	Huntsville,	Alabama	35801	(205) 533-3122	OPEN 04/02/2016
0616	GRIFFIT, INC	Lynn Griffin	3664-B Airport Blvd	Mobile	Alabama	36608	(251) 554-5292	OPEN 02/22/2016
0563	ALABAMAFIT4, LLC	Anthony Chavers/Robert Houser	117 20th Street South	Birmingham	Alabama	35233	(205) 533-3122	OPEN 01/15/2016
0211	ALABAMAFIT, LLC – Hoover	Anthony Chavers/Robert Houser	4441 Creekside Avenue, Suite 141	Hoover	Alabama	35244	(205) 989-4357	OPEN 01/02/2015
0877	GRIFFIT, INC	Lynn Griffin	6900 US Highway 90	Daphne	Alabama	36526	(251) 626-3767	Not Yet Open
0771	ALABAMAFIT6, LLC	Anthony Chavers & Robert Houser	1451 Dr Edward Hillard Drive	Tuscaloosa	Alabama	35404	(205) 464-9637	Not Yet Open
0669	S&B ALASKA LLC	Donald Bruno/Paul Schlee	345 W 104TH Ave	Anchorage	Alaska	99515	(907) 579-0077	Not Yet Open
0670	S & B II, LLC	Donald Bruno/Paul Schlee	TBD	N Anchorage	Alaska	TBD	(907) 230-9060	Not Yet Open
0089	FITNESS BY KAFORA AT MOON VALLEY, LLC – Moon Valley	David Kafora / Matt Kafora	753 East Bell Road, Suite 11	Phoenix	Arizona	85022	(602) 843 8808	OPEN 12/05/2014
0073	LAKE PLEASANT OTF, LLC - Lake Pleasant	David Kafora	25314 North Lake Pleasant Parkway, Suite 12 60	Peoria	Arizona	85383	(623) 566-1221	OPEN 10/10/2014
0088	NORTH VALLEY OTF LLC Phoenix- Happy Valley	Mitchell & Stacie Wagner	2501 West Happy Valley Road, Suite 32-1020	Phoenix	Arizona	85085	(602) 456-6900	OPEN 10/04/2013
0210	EAST MESA FIT, LLC - East Mesa- Red Mountain	Rebecca & Travis Renner	2836 N Power Road, Suite 102	Mesa	Arizona	85215	(480) 634-6666	OPEN 10/03/2014

Studio #	Franchisee	Franchisee Members	Street Address	City	State	Zip	Telephone	Status
0079	EDRIS PROPERTIES LLC - Tempe	Jeff & Karen Edris	1855 E Guadalupe Rd , Suite A-102	Tempe	Arizona	85283	(480) 300-5683	OPEN 09/27/2013
0072	ARROWHEAD OTF, LLC - Arrowhead	David Kafora	17530 N 75th Avenue, Suite 100	Glendale	Arizona	85308	(623) 266-9671	OPEN 09/23/2013
0010	EPOC ENERGY - Pecos Ranch (Chandler)	Rebecca Renner/Kris Price	1900 West Germman Road, Suite 6	Pecos Ranch	Arizona	85286	(480) 699-6115	OPEN 09/12/2011
0402	FITNESS BY KAFORA AT SURPRISE, LLC - Surprise	David Kafora	16846 W Bell Rd	Surprise	Arizona	85734	(602) 556 - 8944	OPEN 09/09/2016
0638	LIVEFIT3 LLC – Camelback Colonnade	Bobbe Ariano	1928 E Highland Ave Ste 105	Phoenix	Arizona	85016	(602)-277-5400	OPEN 07/21/2016
0293	TUCSON FIT 1, LLC-Tucson – Casa Adobes	Rebecca & Travis Renner	7057 N Oracle Rd	Tucson	Arizona	85704	(520) 838 - 0066	OPEN 07/21/2016
0080	EDRIS PROPERTIES LLC - Old Town Scottsdale	Jeff & Karen Edris	7620 E Indian School Road Suite 107	Scottsdale	Arizona	85251	(480) 405-2683	OPEN 07/17/2015
0007	DJL FIT, LLC - Ahwatukee	David Lovell	Chandler Pavilions Shopping Mall 900 N 54th Street, Suite 2	Chandler	Arizona	85226	(480) 686-9054	OPEN 06/28/2012
0232	FITNESS BY KAFORA AT DOWNTOWN, LLC	David Kafora	50 W Jefferson St , Suite 150	Phoenix	Arizona	85003	(602) 254-2929	OPEN 06/26/2015
0025	CITRUS FITNESS, LLC - Paradise Valley	Marc & Audra Weinstein/David & Lesley Robertson	10810 North Tatum Boulevard Suite 108	Phoenix	Arizona	85028	(602) 493-2002	OPEN 05/28/2012
0230	GILBERT FIT, LLC	Rebecca & Travis Renner	1110 S Gilbert Rd , Suite 102	Gilbert	Arizona	85296	(480) 272-9400	OPEN 05/15/2015
0075	ZEST FITNESS, LLC AND/OR ITS LLC ASSIGNEE - McCormick Ranch	Marc & Audra Weinstein/David & Lesley Robertson	7001 N Scottsdale Rd, Suite E-185	Scottsdale	Arizona	85253	(480) 405-2737	OPEN 04/17/2015
0294	TUCSON FIT 2, LLC – Tucson - Foothills	Rebecca & Travis Renner	5575 E River, Ste 101	Tucson	Arizona	85750	(520_ 777 – 3221	OPEN 03/18/2016
0051	ZEST FITNESS, LLC - Scottsdale Ranch	Marc & Audra Weinstein/David & Lesley Robertson	9301 E Shea Blvd , Suite 114-116	Scottsdale	Arizona	85260	(480) 551-1111	OPEN 03/14/2014
0248	BORN READY LLC	Bobbe Ariano	742 E Glendale Ave , Suite 172	Phoenix	Arizona	85020	(602)- 749-1111	OPEN 02/06/2015
0020	OTF1, LLC - Dana Park (Mesa)	Rebecca Renner	3426 East Baseline Road, Suite 118	Mesa	Arizona	85204	(480) 350-7750	OPEN 02/04/2013
0003	FITNESS BY KAFORA AT SCOTTSDALE LLC - Scottsdale	Matt Kafora	7000 E Mayo Blvd , Building 1, Suite 1016	Phoenix	Arizona	85054	(480) 473-5593	OPEN 02/01/2011

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0115	AZOTF2, LLC - South Chandler	Rebecca J Renner	4850 S Gilbert Road, C-5	South Chandler	Arizona	85249	(480) 794-1055	OPEN 01/31/2014
0030	FIT READY, LLC - Arcadia	Bobbe Ariano	5109 N 44th Street, D401	Phoenix	Arizona	85018	(602) 955-1798	OPEN 01/03/2013
0409	DESERT RIDGE OTF LLC - Desert Ridge	Mitchell & Stacie Wagner	TBD	Desert Ridge	Arizona	TBD	(602) 708-1119	Not Yet Open
0292	EAST GILBERT FIT, LLC- East Gilbert	Rebecca & Travis Renner	TBD	East Gilbert	Arizona	TBD	(480) 650-1601	Not Yet Open
0908	FARMER S FITNESS TRAINING, LLC	Kevin Farmer	601 E Piccadilly Drive Suite 25	Flagstaff	Arizona	86001	(928) 288-5300	Not Yet Open
0213	FITNESS BY KAFORA AT LITCHFIELD PARK, LLC	David Kafora	TBD	Litchfield	Arizona	TBD	(623) 566-1221	Not Yet Open
0856	TUCSON FIT 4, LLC	Becky & Travis Renner	TBD	Marana	Arizona	TBD	(480) 650-1601	Not Yet Open
0239	EDRIS PROPERTIES NORTH TEMPE LLC – North Tempe	Jeff & Karen Edris	2485 E Baseline Rd , Suite 118	North Tempe	Arizona	85012	(480) 300-5683	Not Yet Open
0878	QUEEN CREEK FIT, LLC	Becky & Travis Renner	20715 E Rittenhouse Road Suite 102	Queen Creek	Arizona	85142	(480) 646-3395	Not Yet Open
0855	TUCSON FIT 3, LLC	Becky & Travis Renner	6307 E Broadway Blvd Suite 151	Tucson	Arizona	85710	(520) 265-5222	Not Yet Open
0826	MIDTOWN FITNESS CONCEPTS LLC	Lisa Duke	5201 W Pauline Whitaker Parkway	Rogers	Arkansas	72758	(888) 723-7090	OPEN 12/21/2016
0695	LISA'S FITNESS CONCEPTS, LLC – Little Rock Mid-Town	Bradley & Lisa Duke	6813 Cantrell Rd	Little Rock	Arkansas	72207	(800) 203 - 2776	OPEN 09/23/2016
0404	BLD FITNESS, LLC - Little Rock West	Bradley & Lisa Duke	16900 Chenal Parkway, Suite 110	Little Rock	Arkansas	72223	(501) 817 - 3166	OPEN 09/04/2015
0287	STUDIO THREE BIRER GROUP, INC – Orange	Douglas Birer/Jonathan Birer	1500 E Village Way, Suite 2340	Orange	California	92865	(714) 978-4040	OPEN 6/13//16
0252	OCFIT LB, LLC	Marc Thomas	6620 E Pacific Coast Highway	Long Beach	California	90803	562-475-4788	OPEN 2/6/16
0421	WAKEGA GROUP, LLC - Rancho Cucomonga	Warren & Shirley Freistat, & Mirit Hirsch	12273 Highland Ave , Suite 132	Rancho Cucomonga	California	91739	(909) 922-2988	OPEN 12/21/2015
0403	HAYE FITNESS, LLC - Newberry Park	Dane Haye/Mark Haye	1714 Newbury Road, Suite T	Thousand Oaks	California	91320	(805) 764-1010	OPEN 12/18/2015
0792	JTKANE, LLC	Justin Brown, Tanya Brown, Fred Brown	600 Raley's Towne Center	Rohnert Park	California	94928	707-343-8004	OPEN 12/16/2016
0412	ROCK STAR ENTERPRISES, LLC - Concord	Renee Hiles/Stephanie Stetson	5100 Clayton Road, Suite	Concord	California	94521	(925) 304-6556	OPEN 12/15/2016

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0100	TUSTIN BIRER GROUP, INC - Tustin - The Market Place	Douglas Birer/Jonathan Birer	2865 El Camino Real	Tustin	California	92782	(949) 864-6264	OPEN 12/13/2013
0251	OCFIT NC, LLC OR/AND ITS ASSIGNEE – Brea	Marc Thomas	3461 E Imperial Highway	Brea	California	92823	(714) 510-5100	OPEN 12/12/2015
0215	MKS PARTNERS ONE, LLC Palo Alto	Meredith Lincoln/Kendall Riding/ Sujata Patel-Polley	2190 West Bayshore Road Suite 150	Palo Alto	California	94303	(650) 328-1550	OPEN 12/10/2014
0432	LITTLE ROW FITNESS, LLC	John & Antonia Rowdon/ Tyrone Little	50 East Third St	Morgan Hill	California	95037	(408) 762-5858	OPEN 12/09/2016
0677	MJD LLC	Justin Dial/ Staci Markowitz-Dial	27482 Portola Parkway	Lake Forest Foothill Ranch	California	92610	(954) 727-3213	OPEN 12/02/2016
0044	OCFIT LN, LLC - Laguna Nigel (North)	Marc Thomas	24034 Aliso Creek Road	Laguna Niguel	California	92677	(949) 667-9999	OPEN 12/01/2014
0123	CAMPBELL FITNESS, LLC	Brendon Ayanbadejo/Aimee Edwards	11725 S Bascom Ave	Campbell	California	95008	(408) 684-8662	OPEN 11/22/2015
0103	OTF IRVINE, INC - Irvine	Erik & Jenna Flowers	5675 Alton Parkway	Irvine	California	96218	(949) 439-2633	OPEN 11/15/2013
0278	LECLAIR FITNESS II, LLC - Folsom	Steven & Kristin LeClair	230 Palladio Parkway Suite 1221	Folsom	California	95630	(916) 790-6810	OPEN 11/14/2014
0112	AHERN OTF 1, LLC - La Jolla	Brian Ahern/William Borja	7734 Girard Avenue, #C	La Jolla	California	92037	(858) 551-8750	OPEN 11/14/2013
0119	WCF WESTHOLLYWOOD, LLC	Paul Marcus	7950 W Sunset Blvd	Los Angeles	California	90046	(323) 282-5595	OPEN 11/01/2015
0179	TRISTAR FITNESS, LLC - Thousand Oaks	Tom Starko/Rachel Mickelson/ Anthony & Natalie Sampson	3755 East Thousand Oaks Blvd	Thousand Oaks	California	91362	(805) 715-3800	OPEN 10/31/2014
0362	CALIFORNIA FITNESS I, LLC - Santa Clarita	Gary & Debra Phillips/ Scott Morlan	25914 McBean Parkway	Santa Clarita	California	91355	(661) 505-9860	OPEN 10/27/2015
0280	LECLAIR FITNESS IV, LLC - Davis	Steven & Kristin LeClair	2901 K St Ste 190	Sacramento	California	95816	(916) 836-8383	OPEN 10/21/2016
0526	SD FIT 1, LLC AND/OR ITS LLC ASSIGNEE	Pete Selner & Stacia Dawson	16445 Paseo Del Sur Suite E-105	San Diego	California	92127	858-257-1777	OPEN 10/06/2016
0478	WCF SHERMAN OAKS LLC – Sherman Oaks	Brendon Ayanbadejo/ Trevor Tice/ Paul Marcus	14006 Riverside Drive	Sherman Oaks	California	91423	(818) 405 – 0001	OPEN 10/01/2016
0168	INLAND FITNESS LLC Pasadena	Gary & Mirit Hirsch/ Jennifer Strickman	2091 East Colorado Blvd	Pasadena	California	91107	(626) 788-9755	OPEN 10/01/2015
0157	SPH ENTERPRISES, LLC - Mission Viejo	Scott Hamilton	26012 Marguerite Parkway Suite P	Mission Viejo	California	92692	(949) 335-7600	OPEN 09/27/2014
0117	SD FIT2, LLC - Carlsbad	Pete Selner/Stacia Dawson	1820 Marron Rd Ste 104	Carlsbad	California	92008	(760) 517-9090	OPEN 09/23/2016

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0519	CAPITOLA FITNESS LLC	Aimee Edwards/ Brendon Ayanbadejo	1501 41ST Ave , Ste N	Capitola	California	95010	(831) 359-4227	OPEN 09/12/2016
0091	OTF-SD1 LLC - San Diego	Pete Selner/Stacia Dawson	215 S El Camino Real, Suite A	Encinitas	California	92024	(760) 297-4545	OPEN 09/12/2014
0503	KOMA VENTURES III, LLC	Mina Kim	3517 Mt Diablo Blvd	Layfayette	California	94549	(925) 299-9800	OPEN 09/02/2016
0184	FITNESS FANATICS REDONDO BEACH, LLC - Hermosa Beach/Redondo Beach	Riley LeBrun	3730 Pacific Coast Highway Unit 101	Torrance	California	90505	(310) 948-3845	OPEN 08/20/2015
0118	SD FIT 3, LLC- La Mesa	Pete Selner/Stacia Dawson	8322 Parkway Dr	La Mesa	California	91942	(619) 916-5999	OPEN 08/04/2016
0354	MKS PARTNERS THREE, LLC Los Gatos	Meredith Lincoln/Kendall Riding/Sujata Patel-Polley	16250 Los Gatos Blvd	Los Gatos	California	95032	(408) 384-4220	OPEN 07/17/2015
0114	AHERN OTF 1, LLC - Mission Valley	Brian Ahern/William Borja	7510 Hazard Center Drive, Suite 401	San Diego	California	92108	(858) 248-8444	OPEN 06/26/2015
0094	SD FIT 2 LLC	Pete Selner/Stacia Dawson	11155 E Ocean Air Drive	San Diego	California	92130	(858) 207-3131	OPEN 06/26/2015
0476	WCF MELROSE CROSSING, LLC	Brendon Ayanbadejo/ Trevor Tice/ Paul Marcus	640 North La Brea Ave	Los Angeles	California	90038	323) 450-2200	OPEN 06/06/2016
0120	WCF BRENTWOOD, LLC - Los Angeles - Brentwood	Paul Noah Marcus	11661 San Vicente Boulevard Suite 103	Los Angeles	California	90049	(310) 694-5656	OPEN 06/06/2014
0153	CALISEA LLC	Dusty Dial & Staci Markowitz-Dial	802 Avenida Pico	San Clemente	California	92672	(949) 485-4885	OPEN 06/05/2015
0122	WILLOW GLEN FITNESSLLC - San Jose - Willow Glen	Brendon Ayanbadejo/ Aimee Edwards	1331 Lincoln Avenue	San Jose	California	95125	(408) 297 - 2425	OPEN 05/30/2014
0313	BEACHVIEW HEALTH, INC	Todd Randall	12459 Limonite Avenue	Eastvale	California	91752	(951) 681-8890	OPEN 05/29/2015
0454	LKS Studio 1, LLC – San Francisco Financial District	Pavel & Kamil Stuchlik	343 Sansome Suite 125	San Francisco	California	94104	(415) 569 - 2050	OPEN 05/27/2016
0455	LKS Studio 2, LLC – San Francisco – Mission Bay	Pavel & Kamil Stuchlik	215 King Street	San Francisco	California	94107	(415) 569 - 2051	OPEN 05/24/2016
0357	STANSBEFIT, LLC Elk Grove	Steven Stansberry	9610 Bruceville Rd , Suite 102	Elk Grove	California	95757	916 226-2683	OPEN 05/15/2015
0356	KOMA VENTURES II, LLC - Walnut Creek	Mina Kim	1531 Locust Street	Walnut Creek	California	94596	(925) 278 6313	OPEN 04/30/2015
0387	DYER ENTERPRISES I, LLC - Santa Rosa	Charles & Tammy Dyer	733 Coddingtown Center, 745B	Santa Rosa	California	95401	(707) 331-1270	OPEN 04/15/2016
0548	DESERT FITNESS GROUP, LLC	Alma Smith/ Phillip Smith/ Mark & Dane Haye	73-470 El Paseo Ste 7	Palm Desert	California	92260	(760) 624-8010	OPEN 04/14/2016

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0150	CAL FIT STUDIO LLC - Roseville	Darren & Amy Bassel	2030 Douglas Boulevard, Suite 39	Roseville	California	95661	(916) 771-4683	OPEN 04/04/2014
0099	HB BIRER GROUP, INC - Huntington Beach	Douglas Birer/Jonathan Birer	10036 Adams Ave	Huntington Beach	California	92646	-714 489-8800	OPEN 04/02/2016
0086	OTF SM, LLC - Santa Monica	James Cahlin	1431 2nd Street	Santa Monica	California	90401	(310) 730-1399	OPEN 03/27/2015
0411	ROCK STAR FITNESS, LLC - Pleasant Hill	Renee Hiles /Stephanie Stetson	2565 Sandcreek Rd , Ste 132	Brentwood	California	94513	(925) 392-3923	OPEN 03/13/2016
0149	DIAL FITNESS, LLC - Rancho Santa Margarita	Dusty Dial & Staci Markowitz-Dial	22401 Antonio Pkwy, Suite D-200	Rancho Santa Margarita	California	92688	(949) 424-8884	OPEN 02/28/2014
0092	OTF-SD LLC - San Diego	Pete Selner/Stacia Dawson	12207 Poway Road	Poway	California	92064	(858) 999-3004	OPEN 02/20/2015
0209	KOMA VENTURES I, LLC - San Mateo	Mina Kim	101 South B St	San Mateo	California	94401	(650) 487 - 0404	OPEN 02/03/2017
0116	SD FIT 1 LLC AND/OR ITS LLC ASSIGNEE – San Diego – Bankers Hill	Pete Selner/Stacia Dawson	2665 5th Ave	TBD - San Diego County	California	92101	(619) 363 – 4040	OPEN 02/03/2017
0235	CAL FIT STUDIO 1, LLC	Darren & Amy Bassel	3270 Arena Blvd , Suite 510	Sacramento	California	95834	(916) 283-4683	OPEN 01/30/2015
0043	OTF NB, LLC - Newport Beach	Marc Thomas	1040 Irvine Avenue	Newport Beach	California	92660	(949) 630-0555	OPEN 01/25/2013
0397	TIDEWATERS, LLC - Temecula	Gary Stevens/ Richard Hoffman	32435 Temecula Parkway	Temecula	California	92592	(951) 395-5415	OPEN 01/11/2016
0093	OTF-SD LLC - San Diego - Point Loma	Pete Selner/Stacia Dawson	3980 W Point Loma Boulevard	San Diego	California	92110	(858) 216-2020	OPEN 01/03/2014
0392	FITROCK, LLC - San Rafael	Marc Rochman	230 Bon Air Center	Greenbrae	California	94904	(312) 607-1124	OPEN 01/02/2016
0395	G&K FITNESS, LLC	Glen Peter & Kate Mosley	236 Redwood Shores Parkway	Redwood	California	94065	(650) 562-6577	OPEN 01/00/1900
0431	ROW-LIT FITNESS, LLC	John & Antonia Rowdon/ Tyrone Little	155 South Frances Street	Sunnyvale	California	94086	(408) 508 – 6724	OPEN 12/12/2015
0429	MS FITNESS LLC – San Jose – Communication Hill	Michelle Stevenson	551 West Capitol Expressway	San Jose	California	95136	(408) 680 - 2048	OPEN 12/06/2015
0758	JSA FIT 1, LP	Jeremy Almand	874 East Avenue	Chico	California	95926	(530) 722-4000	OPEN 11/11/16
0434	SAN PEDRO SQUARE FITNESS, LLC – San Jose – Rose Garden	Louie Ruvane	1360 The Alameda Suite R-18	San Jose	California	95126	((408) 912-1992	OPEN 03/13/2016

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0453	TKV1, LLC	Becky Simon & Peter Keady	170C Alamo Plaza	Alamo	California	94507	(925) 378-5610	Not Yet Open
0111	SF BUCHANAN FITNESS, LLC	Brendon Ayanbadejo	TBD	Almaden Valley	California	TBD	TBD	Not Yet Open
0919	TANNER FITNESS 3, LLC	Francis Tanner, IV & Wene Zhang	TBD	Antioch	California	TBD	(408) 646-1128	Not Yet Open
0521	CAPITOLA FITNESS, LLC AND/OR ASSIGN	Aimee Edwards & Brandon Ayanbadejo	TBD	Aptos	California	TBD	(310) 345-7225	Not Yet Open
0413	LA BIRER GROUP, INC - Calabasas Agoura	Douglas Birer/Jonathan Birer & Jennifer Birer Fishman	TBD	Calabasas Agoura	California	TBD	(954) 684-8228	Not Yet Open
	PAUL NOAH MARCUS AND/OR HIS LLC ASSIGNEE - Tarzana (Central LA Co)	Paul Noah Marcus	TBD	Central LA County (TBD)	California	TBD	(954) 653-3240	Not Yet Open
0180	TRISTAR FITNESS II, LLC - Northridge	Tom Starko/Rachel Mickelson/ Anthony & Natalie Sampson	9201 – C Winnetka Ave	Chatsworth	California	91311	(818) 956 – 0005	Not Yet Open
0363	LNC FITNESS, LLC - Chino Hills	Lauren Crisanti/ Steven Crisanti	4525 Chino Hills Parkway, Shop-7	Chino Hills	California	91709	(909) 906-1771	Not Yet Open
0466	FRESH SQUEEZE FITNESS, LLC	Audra Weinstein/Marc Weinstein/David Robertson/ Lesley Robertson	TBD	Clovis	California	TBD	916-524-2461	Not Yet Open
0469	INLAND FITNESS CORONA, INC	Todd Randall	TBD	Corona	California	TBD	724-799-7736	Not Yet Open
0500	OCFIT CDM, LLC – 0500	Marc Thomas	3021 E Pacific Coast Hwy	Corona Del Mar	California	92625	(949) 701-7702	Not Yet Open
0216	MKS PARTNERS TWO, LLC - Cupertino	Meredith Lincoln/Kendall Riding/Sujata Patel-Polley		Cupertino	California	95014	(415) 515-9744	Not Yet Open
0630	FITNESS FANATICS DOWNTOWN LA LLC	Riley LeBrun/Stacey Findorff/Jesse Raynes/Whitney Findorff	515 South Figueroa St	Downtown Los Angeles	California	90071	(310) 775-2055	Not Yet Open
0279	LECLAIR FITNESS III, LLC - El Dorado Hills	Steven & Kristin LeClair	TBD	El Dorado Hills	California	TBD	(916) 677-7281	Not Yet Open
0736	REDONDO FITNESS LLC AND/OR ITS LLC ASSIGNEE – Encino	Brendon Ayanbadejo & Paul Marcus	TBD	Encino	California	TBD	(310) 345-7225	Not Yet Open
0918	TANNER FITNESS 2, LLC	Francis Tanner, IV & Wene Zhang	TBD	Fairfield	California	TBD	(408) 646-1128	Not Yet Open

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0704	TFP CALIFORNIA FITNESS PARTNERS IV, LLC	Edgard Corona	TBD	Fremont	California	TBD	(813) 774-3488	Not Yet Open
0842	SUNNY SIDE FITNESS, LLC	David & Lesley Robertson & Audra & Marc Weinstein	7735 N Blackstone Avenue Suites 106-112	Fresno	California	93720	(559) 326-9255	Not Yet Open
0183	FITNESS FANATICS LOS FELIZ - Glendale/Silver Lakes	Riley LeBrun	101 N Brand	Glendale	California	91203	(818) 398-7155	Not Yet Open
0549	CENTRAL COAST FITNESS SOLUTIONS LLC	Brandon Cox, Gary Hirsch & Michele Lapierre	5700 Calle Real	Goleta	California	93117	-805 699-5551	Not Yet Open
0702	TFP CALIFORNIA FITNESS PARTNERS II, LLC	Edgard Corona	TBD	Hayward	California	TBD	(813) 774-3488	Not Yet Open
0551	HIBI FITNESS MANAGEMENT III, LLC	Hasia Bitton/Aharon Bitton/Gary Hirsch/Mirit Hirsch	TBD	LA Verne	California	TBD	(954) 965-4944	Not Yet Open
0253	OCFIT NC, LLC- Laguna Nigel South	Marc Thomas	TBD	Laguna Nigel – South	California	TBD	(949) 701-7702	Not Yet Open
0307	WCF WEST LA LLC	Paul Marcus	2384 Westwood Blvd	Los Angeles	California	90064	(310) 429-6461	Not Yet Open
0085	JAMES CAHLIN - Manhattan Beach	James Cahlin	TBD	Manhattan Beach	California	TBD	(954) 653-3240	Not Yet Open
0917	TANNER FITNESS 1, LLC	Francis Tanner, IV & Wene Zhang	TBD	Martinez	California	TBD	(408) 646-1128	Not Yet Open
0928	KAM FITNESS, LLC	Kate Mosley & Glen Peter	TBD	Milpitas	California	TBD	(650) 207-9529	Not Yet Open
0475	MKS PARTNERS FOUR, LLC	Kendall Riding/ Meredith Lincoln/ Sujata Patel-Polley		Mountain View	California	TBD	(415) 515-9744	Not Yet Open
0850	STL FITNESS PARTNERS, LLC AND/OR ITS LLC ASSIGNEE	Parrish Lamb & Juan Ortega	TBD	Napa	California	TBD	(954) 471-8801	Not Yet Open
0714	B P S PARTNERS II, LLC	Jon Ballack/Robin McDonald/Geoff Price	975 Diablo Ave	Novato	California	94945	(415) 761-1119	Not Yet Open
0501	OCFIT NC, LLC AND/OR ITS LLC ASSIGNEE	Marc Thomas	TBD	Orange County	California	TBD	949) 701-7702	Not Yet Open
0522	CAPITOLA FITNESS, LLC and/or it's LLC Assign	Aimee Edwards/ Brendon Ayanbadejo	TBD	Panorama City	California	TBD	(310) 345-7225	Not Yet Open
0388	DYER ENTERPRISES II, LLC - Petaluma	Charles & Tammy Dyer	401 Kenilworth Dr	Petaluma	California	94952	(707) 345-1160	Not Yet Open
0807	SANTANA PINOLE, LLC	Purvi Shah, Tejal Patel, Tejal Rane	1400 Pinole Valley Road	Pinole	California	94564	(510) 777-0600	Not Yet Open

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0759	JSA FIT 2, LP	Jeremy Almand	TBD	Redding	California	TBD	(916) 865-8431	Not Yet Open
0735	REDONDO FITNESS LLC – Redondo Beach	Brendon Ayanbadejo & Paul Marcus	409 North Pacific Coast Highway Suite 205	Redondo Beach	California	90277	(310) 420-7777	Not Yet Open
0314	BEACHVIEW FITNESS, INC - Riverside	Todd Randall	TBD	Riverside	California	TBD	(724) 799-7736	Not Yet Open
0465	BASSEL ROCK LLC - Rocklin	Amy Bassel / Darren Bassel	711 Pleasant Grove Blvd Suite 100 & 200	Rocklin	California	95678	(916) 245-9005	Not Yet Open
0113	AHERN OTF 1, LLC	Billy Borja, Brian Ahern	TBD	San Diego	California	TBD	(619) 742-1537	Not Yet Open
0934	DTSJ FITNESS SOUTH, LLC – San Jose – Downtown South	Louis Ruvane	TBD	San Jose	California	TBD	(858) 864-5888	Not Yet Open
0701	TFP CALIFORNIA FITNESS PARTNERS 1, LLC	Edgard Corona	TBD	San Leandro	California	TBD	(813) 774-3488	Not Yet Open
0843	OCEAN VIEW FITNESS, LLC	David & Lesley Robertson & Audra & Marc Weinstein	TBD	San Luis Obispo	California	TBD	(480) 797-0766	Not Yet Open
0562	KOMA VENTURES IV, LLC	Mina Kim	TBD	San Mateo	California	TBD	(917) 575-5120	Not Yet Open
0891	TKV3, LLC	Peter Keady & Becky Simon	TBD	San Ramon	California	TBD	(408) 621-4571	Not Yet Open
0699	B P S PARTNERS LLC - Sausalito	Jon Ballack/Robin McDonald/Geoff Price	TBD	Sausalito	California	TBD	(650) 367-7976	Not Yet Open
0520	SILICON VALLEY FITNESS LLC and/or it s LLC Assign – Scotts Valley	Aimee Edwards/ Brendon Ayanbadejo	TBD	Scotts Valley	California	TBD	(310) 345-7225	Not Yet Open
0811	SILVER CREEK FITNESS INC	Michelle Stevenson	TBD	Silver Creek	California	TBD	(408) 666-3881	Not Yet Open
0887	CALIFORNIA FITNESS 2, LLC	Debra & Gary Phillips & Scott Morlan	TBD	Simi Valley	California	TBD	(954) 370-3452	Not Yet Open
0527	SD FIT 1 LLC	Pete Selner & Stacia Dawson	667 San Rodolfo Dr Suite 126	Solana Beach	California	92075	(858) 275 6200	Not Yet Open
0477	WCF STUDIO CITY LLC – Studio City	Brendon Ayanbadejo/ Trevor Tice/ Paul Marcus	8770 Washington Blvd	Studio City	California	90232	(310) 429-6461	Not Yet Open
0909	CALIFORNIA FITNESS 3, LLC	Debra & Gary Phillips & Scott Morlan	TBD	Tracy	California	TBD	(954) 370-3452	Not Yet Open
0703	TFP CALIFORNIA FITNESS PARTNERS III, LLC	Edgard Corona	TBD	Union City	California	TBD	(813) 774-3488	Not Yet Open

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0550	HIBI FITNESS MANAGEMENT II, LLC	Aharon Bitton & Hasia Bitton Gary Hirsch & Mirit Hirsch	TBD	Upland	California	TBD	TBD	Not Yet Open
0661	ROCK STAR FITNESS TWO, LLC - Vacaville	Renee Hiles/ Stephanie Stetson	TBD	Vacaville	California	TBD	(925) 476-5020	Not Yet Open
0889	OTFC AMERICAN CANYON, LLC	Fred Brown, Justin Brown & Tanya Brown	TBD	Vellejo	California	TBD	(650) 773-2975	Not Yet Open
0555	SOCALFIT, LLC – Ventura	Dane Haye/ Mark Haye	TBD	Ventura	California	TBD	(425) 830-0950	Not Yet Open
0479	WCF WILSHIRE, LLC – Wilshire – Beverly Hills	Brendon Ayanbadejo/ Trevor Tice/ Paul Marcus	TBD	Wilshire - Beverly Hills	California	TBD	(310) 429-6461	Not Yet Open
0413	LA BIRER GROUP, INC AND/OR ITS CORPORATE ASSIGNEE – Woodland Hills	Douglas Birer/Jonathan Birer & Jennifer Birer Fishman	21841 Ventura Fwy	Woodland Hills	California	91367	(818) 805-0900	Not Yet Open
0052	N2 FITNESS LLC – Littleton	Nina & John Newcomb	8555 W Belleview Ave	Littleton	Colorado	80123	(303) 979-6878	OPEN 3/21/14
0129	DR FITNESS LLC - Downtown Denver	Diane David/Richard Nipert	1400 Wewatta	Denver	Colorado	80202	(303) 573-3925	OPEN 12/31/2014
0535	BMFIT LLC – Belmar	John & Nina Newcomb	7700 W Virginia Street	Lakewood	Colorado	80226	(720) 402 – 3888	OPEN 12/31/15
0249	SA TWO, LLC - Stapleton	Erik & Wendy Skaalerud/ Trent Peaker	7349 E 29th Avenue, Unit 203	Denver	Colorado	80238	(303) 388 – 3600	OPEN 12/31/14
0504	DR CASTLE ROCK, LLC – Castle Rock	Richard/ Diane David (Nipert)	3990 Limelight Ave Unit F	Castle Rock	Colorado	80109	(303) 747 – 4003	OPEN 12/27/2016
0174	OTF - NORCOL BOULDER LLC - Boulder	Charles (Chad) Michaelson/ Sarah Slater	1850 29th Street Ste #1008	Boulder	Colorado	80301	(303) 530-9663	OPEN 12/19/2014
0019	DR HOLDINGS, LLC - The Highlands / Irving	Diane David/Richard Nipert	3330 W 32nd Avenue, Suite 101	Denver	Colorado	80211	(720) 409-9509	OPEN 11/30/2012
0041	GG2G,LLC - Cherry Hills	Nina & John Newcomb	5010 E Hampden Avenue	Denver	Colorado	80222	(303) 757 – 8888	OPEN 11/07/2014
0074	FIT IN PARKER, LLC - Parker	Julie & Shawn Johnson	17051 Lincoln Ave , #1	Parker	Colorado	80134	(720) 636-8606	OPEN 10/10/14
0009	OTF SA 1, Inc - Highlands Ranch	Erik & Wendy Skaalerud	9559 South University Blvd	Highlands Ranch	Colorado	80126	(303) 683-3312	OPEN 1/9/12
0063	OTF LOWRY, LLC - Lowry	Erik & Wendy Skaalerud/ Trent Peaker	200 Quebec, Bldg 700, Unit 101	Denver	Colorado	80230	(303) 366 – 3311	OPEN 09/13/2013
0040	TIM JOHNSON AND/OR HIS ASSIGNEE - Denver - Glendale	Tim Johnson	760 South Colorado Boulevard Unit C	Glendale	Colorado	80246	(303) 996-8854	OPEN 08/16/2013

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0037	WASHINGTON PARK WSH, LLC - –Washington Park	Tim Johnson	999 S Logan Street, Suite 100	Denver	Colorado	80209	(303) 500-5211	OPEN 07/31/2015
0559	GRACEL, LLC – Uptown Denver	Erik Skaalerud/Trent Peaker/Wendy Skaalerud	450 E 17th Ave Unit 128	Uptown Denver	Colorado	80203	(720) 485 – 4518	OPEN 06/30/2016
0029	MEADOW INC - Centennial East	Judith Meadow	15735 E Arapahoe Road Suite 1 & 2	Centennial	Colorado	80016	(303) 645-4290	OPEN 06/28/2012
0214	FIT IN GOLDEN LLC - APPLEWOOD	Julie & Shawn Johnson	3244 Youngfield Street Suite A	Wheat Ridge	Colorado	80033	720-307-5007	OPEN 06/24/2016
0071	OTF BROOMFIELD, INC - Broomfield	Stacey Lynn/Renee Lee Johnson	1285 E 1st Avenue, Suite C	Broomfield	Colorado	80020	(303) 469-4019	OPEN 06/14/2013
0042	TIM JOHNSON AND/OR HIS ASSIGNEE - South Glenn	Tim Johnson	6860 S University Blvd , Unit 140	Centennial	Colorado	80122	(303) 741-2247	OPEN 04/25/2013
0517	MEADOWSHORE, LLC – Southeast Aurora	Briney Gunshore/ Judy Meadow	4211 South Buckley Road	Aurora	Colorado	80013	(303) 645 – 4292	OPEN 03/18/2016
0558	SA COLORADO, LLC – Denver Tech Center	Amy Kullander/ Jori Gregorio/ Wendy Skaalerud	6770 East Chenango Avenue	Denver	Colorado	80237	(720) 504-1015	OPEN 03/10/2016
0502	CIRCLING AGAIN, LLC – Colorado Springs – Academy	Anne & Jeff Randall	7469 N Academy Blvd	Colorado Springs	Colorado	80920	(719) 204 – 4442	OPEN 01/22/2016
0164	CIRCLE ONE NINE, LLC - Colorado Springs – Stetson Hills	Jeff & Anne Randall	5990 Stetson Hills Blvd	Colorado Springs	Colorado	80922	(719) 632-3777	OPEN 2/21/14
0561	FIT IN ANYWHERE, LLC – Arvada	Shawn & Julie Johnson	8031 Wadsworth Blvd Studio A2 & A3	Arvada	Colorado	80003	(303) 647 1515	Not Yet Open
0173	CDM- NORCOL FITNESS, LLC - Fort Collins – Drake Road	Charles (Chad) Michaelsen/ Sarah Slater	2261 E Drake Rd Ste 140	Fort Collins	Colorado	80525	(970) 632 – 2020	Not Yet Open
0557	SA HEALTH, LLC – Lonetree	Erik Skaalerud/ Trent Peaker/ Wendy Skaalerud	TBD	Lonetree	Colorado	TBD	TBD	Not Yet Open
0536	LVFIT LLC – Louisville - Lafayette	John & Nina Newcomb	TBD	Louisville Lafayette	Colorado	TBD	(720) 570-2331	Not Yet Open
0250	SA THREE, LLC - West Highlands Ranch	Erik & Wendy Skaalerud / Trent Peaker	TBD	West Highlands Ranch	Colorado	TBD	(720) 748-1570	Not Yet Open
0199	FIT FOR LIFE SHELTON, LLC - Shelton	Oswaldo Armitano/Maria Peres	704 Bridgeport Avenue, Suite 201	Shelton	Connecticut	06484	(203) 343 – 0900	OPEN 11/15/14
0258	THREE COLONIES HOLDINGS, LLC - Fairfield	Mark Molina/Mason Molina	525 Tunxis Hill Cut-Off	Fairfield	Connecticut	06825	(203) 883 – 8220	OPEN 10/24/14
0622	M2 WEST HARTFORD LLC – West Hartford	Michael Zorn/ Michael Reyes	345 N Main Street	West Hartford,	Connecticut	06117	(860) 288 – 5501	OPEN 10/10/2016
0682	CHARTER OAK FITNESS, LLC – Norwalk	Fred Maudsley/Mark Molina	205 Main Street	Norwalk	Connecticut	06851	(203) 883 – 6070	OPEN 04/08/2016

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0624	M2 AVON LLC	Michael Reyes & Michael Zorn	TBD	Avon	Connecticut	TBD	(845) 781-0289	Not Yet Open
0808	TL FITNESS, LLC – North Danbury	Tara Costa, Matt Long & Lori Rung	7 Eagle Road	Danbury	Connecticut	06810	(203) 409-2020	Not Yet Open
0809	TL FITNESS 2, LLC – South Danbury	Tara Costa, Matt Long & Lori Rung	TBD	Danbury	Connecticut	TBD	(561) 808-4596	Not Yet Open
0623	M2 GLASTONBURY LLC – Glastonbury	Michael Zorn/ Michael Reyes	TBD	Glastonbury	Connecticut	TBD	(845) 781-0289	Not Yet Open
0871	CFP -MILFORD, LLC	Mitchell Benson & Joseph Miller	TBD	Milford	Connecticut	TBD	(435) 823-5885	Not Yet Open
0872	CFP -NEW HAVEN, LLC	Mitchell Benson & Joseph Miller	TBD	New Haven	Connecticut	TBD	(435) 823-5885	Not Yet Open
0873	CFP -NORTH HAVEN, LLC – Hamden – North Haven	Mitchell Benson & Joseph Miller	TBD	North Haven	Connecticut	TBD	(435) 823-5885	Not Yet Open
0810	TL FITNESS 3, LLC	Tara Costa, Matt Long & Lori Rung	TBD	Ridgefield	Connecticut	TBD	(561) 808-4596	Not Yet Open
0064	OTF CT ONE LLC - Connecticut	David Krell/Adam Krell	TBD	TBD	Connecticut	TBD	(908) 400-0831	Not Yet Open
0448	PEQUOT FITNESS, LLC – Westport	Mark Molina/ Fred Maudsley	645 Post Rd East	Westport	Connecticut	06880	(203) 883 - 9262	Not Yet Open
0665	ALPHA FITNESS PILOT LLC	Dipika Desai/Elisha Ingram/Romit Patel/Shital Patel	4120 Concord Pike	Talleyville,	Delaware	19803	(302) 449-9448	OPEN 10/21/2016
0779	EXERCISEXTREME, LLC	Cecil & Yvonne Gordon	4754 Limestone Road	Wilmington	Delaware	19808	(302) 426-2030	Not Yet Open
0437	S&W FITNESS ENTERPRISE, LLC – Mount – Vernon Triangle/ Shaw	Reginald Williams/Arees Siddiqui	425 I Street, NW	Washington	District of Columbia	20001	(202) 469-1035	OPEN 9/5/15
0694	MDMS CAPITAL DC1 LLC – Navy Yard	Craig Donnelly/ Mark Steverson/ Patrick Maritato/ Sheila Muzin	82 I Street SE	Navy Yard	District of Columbia	20003	(202) 688 – 0099	Not Yet Open
0903	MAMMOTH FITNESS DC, LLC - Tenleytown	Kerri & Marc Johnson	4600 Wisconsin Street NW	Washington	District of Columbia	20016	(202) 516-8147	Not Yet Open
0008	JJAK OTF, LLC - Weston	Andi & John O'Brien	Country Isles Plaza 1132 Weston Road	Weston	Florida	33326	(954) 888-6660	OPEN 9/9/11
0026	RAG FITNESS, LLC - Downtown Miami- Viscayne	Richard Cohen	Vizcayne Building 244 Biscayne Blvd	Miami	Florida	33132	(786) 431 0294	OPEN 9/6/13
0066	SANUS VITAE, LLC Westchase-Tampa	Frank Lugo	Westchase 11721 W Hillsborough Avenue	Tampa	Florida	33635	(813) 852-8009	OPEN 9/6/13

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0606	CAPN FITNESS, LLC	Pete Small/Carlos Caraza	5240 US Highway 1 #107	Vero Beach	Florida	32967	(772) 205-3733	OPEN 9/23/16
0090	OTF BIRD ROAD, LLC - Miami-Bird Rd	Gerardo Guarch, Jr	7396 SW 40th Street (Bird Road)	Miami	Florida	33155	(305) 264-0087	OPEN 8/8/14
0087	GLOBAL FITNESS ENTERPRISES I, LLC University Park - Sarasota	Kenneth Andreasen/ Charles (Chuck) Kasper/ Zachary Railey/ Brooke Railey/ Paige Railey	5275 University Parkway, Unit 116	Bradenton	Florida	34201	(941) 444-2435	OPEN 8/29/13
0012	OTPBC1, LLC- Delray Beach	Marc Elkmam/ Stephen Devlin/ Christopher Rodgers	Shoppes at 3100 LLC 3100 S Federal Hwy , Bay #1	Delray Beach	Florida	33483	(561) 274-2550	OPEN 8/23/13
0014	TAMPA FITNESS PARTNERS III, LLC - New Tampa	Edgard Corona	Bruce B Downs Southbound 17515 Preserve Walk Lane	Tampa	Florida	33647	(813) 774-3488	OPEN 7/21/11
0078	TAMPA FITNESS PARTNERS V (FIVE) - Tyrone	Edgard Corona	1530 66th St North	St Petersburg	Florida	33710	(727) 235-6998	OPEN 7/12/13
0004	PINES OTF, INC - Pembroke Pines	Gary Hirsch/ Jennifer Strickman/ Ronni Cohen	Cobblestone Plaza 14918 Pines Blvd	Pembroke Pines	Florida	33027	(954) 534-9949	OPEN 7/11/11
0013	TAMPA FITNESS PARTNERS II - St Petersburg	Edgard Corona	Royal Palms Plaza 5032 4th Street - North	St Petersburg	Florida	33703	(727) 897-5566	OPEN 6/28/12
0018	TAMPA FITNESS PARTNERS IV - South Tampa	DOUBLE EXCEL LLC - Kissimmee/Hunters Creek	115 South Dale Marby	Tampa	Florida	33609	813-356-0620	OPEN 6/28/12
0018	TAMPA FITNESS PARTNERS IV - South Tampa	DOUBLE EXCEL LLC - Kissimmee/Hunters Creek	South Dale Mabry Plaza 115 South Dale Mabry	Tampa	Florida	33609	(813) 356-0620	OPEN 6/28/12
0203	GLOBAL FITNESS ENTERPRISES II, LLC - Carrollwood	Kenneth Andreasen/ Charles Kasper/Paige Railey/ Brooke Railey/Zach Railey	13122 N Dale Mabry Highway	Tampa	Florida	33618	(813) 964-3194	OPEN 6/27/14
0049	TISH FITNESS, INC - Hollywood	Jamal & Kimberley Wedderburn	3251 Hollywood Blvd, #470	Hollywood	Florida	33021	(954) 591-8053	OPEN 6/21/13
0195	BRANDON FITNESS PARTNERS , LLC - Brandon	Edgard Corona, Jeb Terry, Ryan Neece	2052 Badlands Street	Brandon	Florida	33511	(813) 774-3800	OPEN 5/29/14
0151	F2 ENTERPRISES , LLC - Jacksonville, FL	Donna & Richard Fenchel	11111 San Jose Blvd	Jacksonville	Florida	32223	(904) 886-3377	OPEN 5/2/14
0229	BDZ FITNESS LLC – Naples	Barry Zuckerman	7935 Airport Pulling Road, Unit 1	Naples	Florida	34109	(239) 599-5650	OPEN 5/12/15
0054	VICEDWARD, INC Jupiter	Victoria Banuelos/Edward Fasulo	6390 W Indiantown Road, Suite 24	Jupiter	Florida	33458	(904) 328 6905	OPEN 5/10/13

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0106	CORAL SPRINGS FITNESS PARTNERS, INC - Coral Springs South	Douglas Birer/Craig Kuperman	1308 Coral Ridge Drive	Coral Springs	Florida	33071	(954) 800-2721	OPEN 4/28/14
0056	INFO WORLD, CORP - Palm Beach Gardens	Jim Sayih	6271 PGA Blvd #203	Palm Beach Gardens	Florida	33418	(561) 702-2308	OPEN 4/28/14
0172	NEC FITNESS, LLC - Cooper City	Evan Latham/Nicholas Granteed/ Casey Librizzi	5874 S Flamingo Road	Cooper City	Florida	33330	(954) 434-6244	OPEN 4/25/14
0346	CONTRAILS FITNESS PARTNERS, LLC – Largo	Kurt & Malia Spranger	10500 Ulmerton Road, Suite 220	Largo	Florida	33771	(727) 400-3933	OPEN 4/24/15
0015	FIT AVENTURA, LLC - Aventura	Warren Friestat/Gary & Mirit Hirsch/Roni & Rina Cohen	18839A NE Biscayne Boulevard	Aventura	Florida	33180	(305) 400-0544	OPEN 4/23/12
0015	FIT AVENTURA, LLC	Warren Friestat/Gary & Mirit Hirsch/Roni & Rina Cohen	18839A NE Biscayne Blvd , Ste A	Aventura	Florida	33180	305-400-0544	OPEN 4/23/12
0039	RAK FITNESS II LLC - Doral	Alexander Garcia/Sara Castillo	3887 N W 107th Avenue	Doral	Florida	33178	(305) 824-0420	OPEN 4/18/14
0121	TAMPA FITNESS PARTNERS VI, LLC - Palm Harbor	Edgard Corona	33645 US Highway, 19 North	Palm Harbor	Florida	34684	(727) 288-9901	OPEN 4/11/14
0107	OTF WATERFORD, LLC - Orlando - Waterford Park	Jennifer Strickman/Timothy & Lisa Clinton/Mirit Hirsch/ Shirley Friestat	12301 Lake Underhill Road	Orlando	Florida	32828	(407) 440-2906	OPEN 3/3/14
0038	RAK FITNESS, LLC - Miami Lakes	Alex Garcia/Sara Castillo	Royal Oaks Plaza 15490 A NW 77th Court	Miami Lakes	Florida	33016	(305) 824-0420	OPEN 2/22/13
0134	DREAM FITNESS, LLC - Clearwater	Deanne & Joseph Venuti/ Christopher & Jennifer Elmore	25853 U S 19 N	Clearwater	Florida	33763	(727) 288-9897	OPEN 2/21/14
0136	OTF LAKE MARY, LLC - Lake Mary	Larry & Elsy Romero	3801 W Lake Mary Blvd Suite 161 & 163	Lake Mary	Florida	32746	(407) 833-9300	OPEN 2/14/14
0152	F4 ENTERPRISES, LLC - Jacksonville - Mandarin	Donna & Richard Fenchel / George Baccash	13500 Beach Blvd Suite 30	Jacksonville	Florida	32224	(904) 238-5272	OPEN 2/13/15
0311	LAKE NONA FITNESS, LLC –	Lake Nona/SE Orlando Elsy & Larry Romero	9161 Narcoossee Rd	Orlando	Florida	32827	(407) 995-6220	OPEN 2/11/16
0206	MAIJA FITNESS, LLC Stuart	Tabitha & Sean Hopkins/Terry Hopkins	2303 SE Federal Highway	Stuart	Florida	34994	(772) 266-8344	OPEN 12/5/14
0181	GLOBAL FITNESS ENTERPRISES III, LLC - Channelside	Kenneth Andreasen, Charles Kasper, Zachary Railey, Brooke Railey, Paige Railey	140 S Meridian Avenue	Bradenton	Florida	33602	(813) 513-9845	OPEN 12/19/14

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0428	SANUS VITAE, LLC	Frank Lugo	1489 Town Center Drive, D-116	Lakeland	Florida	33803	(863) 226-1303	OPEN 11/6/15
0098	OJP GROUP, LLC –West Boca	Shick Park	8903 Glades Road, Studio H-13	Boca Raton	Florida	33434	(561) 488-1955	OPEN 11/3/14
0048	JOVIAL FITNESS, LLC - Boynton Beach	Brad & Linda Friedman	Boynton Commons 395 N Congress Avenue, Unit 10	Boynton Beach	Florida	33426	(561) 734-6777	OPEN 11/15/13
0573	F5 ENTERPRISES, LLC	George Baccash/Leslie Baccash/Richard & Donna Fenchel	1615-100 County Road 220	Fleming Island	Florida	32203	(904) 238-5272	OPEN 11/09/2015
0027	KBOG PLANTATION, INC - Plantation	Craig Kuperman/Douglas Birer	Plantation Promenade 10073 Cleary Blvd	Plantation	Florida	33324	(954) 693-8444	OPEN 10/26/12
0022	OTF MIAMI, L L C - Pinecrest	Mike & Christina Singer	Pinecrest 136th Street Shoppes 8511 SW 136th Street	Miami-Dade	Florida	33156	(305) 232-7722	OPEN 10/19/12
0084	TROPIC PACE FITNESS LLC - Fort Myers	Barbara & Robert McIntyre	11600 Gladiolus Drive, Unit 317	Fort Myers	Florida	33908	(239) 243-0730	OPEN 10/17/13
0084	TROPIC PACE FITNESS LLC - Fort Myers	Barbara & Robert McIntyre	11600 Gladiolus Drive, Unit 317	Fort Myers	Florida	33908	239-243-0730	OPEN 10/17/13
0635	F6 ENTERPRISES LLC	Donna Fenchel/ George Baccash/ Leslie Baccash/ Richard Fenchel	2851 CR 210	St Johns,	Florida	32259	(904) 671-7071	OPEN 10/07/2016
0011	FITNESS HERO LLC Southeast Boca	Fawn Winkleman/Ian Parker/ Alan & Patti Sternberg	2240 NW 19th Street	Boca Raton	Florida	33431	(561) 750-0900	OPEN 1/6/12
0220	HAWTHORNE TALLYHO1, LLC – Tallahassee	Andrew Mahoney/Ellen Mahoney/ John Mahoney/Patricia Gustafson	1321 Thomasville Road, Unit 1	Tallahassee	Florida	32303	(850) 210-0503	OPEN 1/3/15
0077	OT F CG L L C - Coral Gables	Mike & Christina Singer	2300 Salzedo Street	Coral Gables	Florida	33134	(305) 460-6006	OPEN 1/24/14
0028	KB ORANGE GROUP, INC - Coral Springs/Parkland	Craig Kuperman/Douglas Birer	Waterways Shoppe's at Heron Bay 6230 Coral Ridge Drive 6230 Coral Ridge Drive Units 104/105	Coral Springs	Florida	33076	(954) 345-7518	OPEN 1/14/12
0002	NOMISJ FITNESS, LLC-Royal Palm Beach	Charles Simon/ Jenna Simon	Southern Palms Crossing 11021 Southern Blvd S-130	Royal Palm Beach	Florida	33431	(561) 753-8111	OPEN 1/10/11

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0664	ALYKAY FITNESS II, LLC	Alina Hernandez/Francisco Rivas/ Reinalso Hernandez	5555 North Davis Highway	Pensacola	Florida	32503	(850) 449-2232	OPEN 09/30/2016
0221	HAWTHORNE TALLYHO2, LLC – Tallahassee	Andrew Mahoney/Ellen Mahoney/ John Mahoney/	1400 Village Square Blvd , Ste 26	Tallahassee	Florida	32309	(850) 895-9683	OPEN 09/03/16
0398	DREAM FITNESS II, LLC – Trinity	Chris & Jennifer Elmore/ Deann & Joseph Venuti	12546 State Rd 54	Odessa	Florida	33556	(727) 500-1212	OPEN 06/24/2016
0598	NARANGI CELEBRATION, LLC	Archit Shah/Maria Shah/John Striano	49 Blake Blvd	Celebration	Florida	34747	(407) 613-2161	OPEN 06/18/2016
0700	LANTANA SQUARE FITNESS GROUP LLC	Mary Stelnicki/Melissa Medrano/Charles Medrano/Craig Kuperman/Douglas Birer/Lars Scofield	6177 S Jog Road, Ste 9D	Lakeworth	Florida	33467	(561) 327-6100	OPEN 06/18/2016
0652	CTB FITNESS, LLC	April Sameck/ Tommy McKnew	3205 Clark Butler Blvd, Store No A-7 Suite 20	Gainesville	Florida	32608	(352) 242-0020	OPEN 06/03/2016
0417	VIERA ALL FITNESS LLC – Rockledge Hunter Tatum/	Arif & Zaman	6365 Wickham Rd D301	Melbourne	Florida	32940	(904) 254-2405	OPEN 06/03/2016
0097	OTF WEST KENDALL - West Kendall	Gerardo, Guarch, Jr	14627 SW 56th Street	Miami	Florida	33175	(305) 615-1095	OPEN 04/29/2016
0286	COCONUT CREEK FITNESS PARTNERS, INC – Coconut Creek	Douglas Birer/Craig Kuperman	4449 Lyons Road, J-103	Coconut Creek	Florida	33073	(954) 510-9400	OPEN 04/25/15
0570	ALYKAY FITNESS, LLC	Reinaldo Hernandez/ Alina Hernandez/ Francisco Rivas	9017 Biscayne Blvd	Miami Shores	Florida	33138	(305) 615-1299	OPEN 04/22/2016
0449	PORT SAINT LUCIE FITNESS, LLC	Daniel Cammarata	884 SW St Lucie West Blvd	Port St Lucie	Florida	34986	(772) 212-1470	OPEN 03/21/2016
0156	MIRJEN, LLC - Miramar	Mirit Hirsch/ Gary Hirsch /Jennifer Strickman	12312 Miramar Parkway	Miramar	Florida	33025	(954) 908-3636	OPEN 03/04/2016
0599	NARANGI CLERMONT, LLC	Archit Shah/Maria Shah/John Striano	13900 County Rd 455	Clermont	Florida	34711	(407) 910-2333	OPEN 01/00/1900
0698	WEST DELRAY FITNESS, "LLC"	Wendy Parker/Alan Sternberg/Ian Parker/Patti Sternberg	9097 W Atlantic Ave , Ste 110	Delray Beach	Florida	33446	(561) 376-1127	OPEN 9/9/16
0254	NORTH SARASOTA FITNESS EXPRESS "LLC" – Sarasota North	Mark Flannagan	1605 Main St	Sarasota	Florida	34236	(941) 444-2439	OPEN 12/18/15
0836	F7 ENTERPRISES LLC – Jacksonville - Southside	George & Leslie Baccash & Donna & Richard Fenchel	9734 Deer Lake Court Suites 6 & 7	Tinseltown,	Florida	32246	(904) 559-1200	OPEN 12/15/16

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0185	SOUTH SARASOTA FITNESS EXPRESS "LLC" - Sarasota	Mark Flannagan	6509 S Tamiami Trail	Sarasota	Florida	34231	(941) 444-2439	OPEN 10/23/14
0053	SOUTHBEACH FITNESS GROUP, LLC - South Beach	Alberto Fernandez/Eric Fernandez/Nick Granteed	1115 5th Street	Miami Beach	Florida	33139	(305) 695-0085	OPEN 1/9/15
0712	DTD THREE LLC	Erica Levitt/Michele Tuvel/Carlos Wolf/Christina Singer/Mike Singer	9045 SW 72nd Pl , Ste E150 C	Kendall	Florida	33156	(305) 222-7400	OPEN 09/29/2016
0344	OTF MILLENIA, LLC	Greg Hedger/James Bohl/Robert Ferrall/ Stefan Nash	4632 Millenia Plaza Way	Orlando	Florida	32839	(407) 930-4200	OPEN 07/17/2015
0337	HART FITNESS INC – Cutler Bay	Kevin Hart	18455 South Dixie Highway	Cutler Bay	Florida	33157	(305) 234-1141	OPEN 07/03/15
0055	MJL FITNESS, LLC	Martin Lehtio, Flavis Bardoza Lugli, Richard Eychner	1900 Okeechobee Blvd	West Palm Beach	Florida	33409	561-771-1180	OPEN 04/29/2016
0255	LAKEWOOD RANCH FITNESS EXPRESS "LLC" – LAKEWOOD	Mark Flannagan	5496 Lena Road	Bradenton	Florida	34211	(941)444-2442	OPEN 01/28/2016
0128	JMJ FITNESS LLC - Wellington	Jon Krutchik/Marc Elkman/ Justin Shach	2625 State Road 7	Wellington	Florida	33414	(561) 296-0485	OPEN 01/20/2014
0067	OTF ORLANDO, LLC - Orlando – Dr Phillips	Gary Hirsch	7343 W Sand Lake Road Suite 1001	Orlando	Florida	32819	(407) 982-2822	OPEN 6/19/15
0282	GLOBAL FITNESS ENTERPRISES IV, LLC – Wesley Chapel	Kenneth Andreasen / Charles (Chuck) Kasper/ Zachary Railey/ Brooke Railey/ Paige Railey	28210 Paseo Drive, Suite 110	Wesley Chapel	Florida	33543	(813) 235-0664	OPEN 5/28/15
0283	TROPIC PACE FITNESS II, LLC – Fort Myers (Colonial/75)	Barbara & Robert McIntyre	8001 Dani Drive	Fort Myers	Florida	33966	(239) 292-5826	OPEN 5/15/15
0345	RGA 1, LLC – Downtown Jacksonville	Richard Adams	4495 Roosevelt Blvd , Suite 318	Jacksonville	Florida	32210	(904) 328-6905	OPEN 2/27/15
0324	RAK FITNESS III LLC – Country Walk	Alexander Garcia/Sara Castillo	13550 SW 120th Street, Suite 402	Miami	Florida	33186	(305) 254-2683	OPEN 09/14/2015
0219	92 FITNESS CREW FLORIDA 1, LLC - Palm Beach Gardens East	Charles & Melissa Medrano/ Lars Scofield	2612 PGA Blvd	Palm Beach Gardens	Florida	33410	(561) 859-0683	OPEN 06/19/2015
0161	FAT MAC FITNESS, LLC – Gainesville	Thomas B McKnew	2005 NW 43rd Street	Gainesville	Florida	32605	(352) 559-3937	OPEN 04/17/15
0166	DOUBLE EXCEL LLC - Kissimmee/Hunters Creek	Adrienne Chambers/ Stefan Nash Terence Hughes	1021 W Osceola Parkway	Kissimmee	Florida	34741	(407) 720-4646	OPEN 3/13/15

Studio #	Franchisee	Franchisee Members	Street Address	City	State	Zip	Telephone	Status
0861	NASH FITNESS APOPKA, LLC	Stefan Nash	TBD	Apopka	Florida	TBD	(352) 339-6282	Not Yet Open
0284	TROPIC PACE FITNESS III, LLC – Fort Myers (Daniels Parkway)	Barbara & Robert McIntyre	TBD	Fort Myers	Florida	TBD	(612) 770-0219	Not Yet Open
0607	HOMESTEAD FITNESS, LLC	Jerry Guarch	TBD	Homestead	Florida	TBD	(305) 246-4306	Not Yet Open
0898	RCS OAKLEAF, LLC	Cristobal Alicea, Richard Adams & Stephen Hixon	9610 Applecross Rd , Suite 102	Jacksonville	Florida	32222	(904) 661-1958	Not Yet Open
0898	RCS OAKLEAF, LLC - Oakleaf	Cristobal Alicea, Richard Adams & Stephen Hixon	9610 Applecross Road Suite 102	Jacksonville	Florida	32222	(904) 661-1958	Not Yet Open
0900	FOXHOP FITNESS, LLC	Joseph Fox, Sean Hopkins & Tabitha Hopkins	4711 NE Federal Highway	Jensen Beach	Florida	34957	(772) 631-8244	Not Yet Open
0931	TAMPA FITNESS PARTNERS X, LLC	Edgard Corona	TBD	Lithia	Florida	TBD	(706) 372-5000	Not Yet Open
0416	MELBOURNE ALL FITNESS LLC - Melbourne	HunterTatum/ Arif & Zaman	1559 W New Haven Ave	Melbourne	Florida	32904	(321) 369-9169	Not Yet Open
0273	SOMI THREE LLC – South Miami	Christina & Michael Singer	TBD	Miami	Florida	TBD	(305) 992-5796	Not Yet Open
0857	DESIGN FITNESS, LLC – Miami -Design District	Rick Cohen & Marvin Neuman	89 NE 38th Street	Miami	Florida	33137	(786) 667-3757	Not Yet Open
0864	TAMIAMI FITNESS, LLC - Tamiami	Gerardo Guarch, Jr	TBD	Miami	Florida	TBD	(305) 246-4306	Not Yet Open
0391	DAZ FITNESS LLC – Naples	Barry Zuckerman	TBD	Naples	Florida	TBD	(954) 937-9696	Not Yet Open
0838	F9 ENTERPRISES LLC	George & Leslie Baccash & Donna & Richard Fenchel	TBD	Nocatee	Florida	TBD	(954) 915-8685	Not Yet Open
0671	OUR DIVINE PURPOSE LLC	Reginald McGill/ Cynthia McGill/ Adrienne Chambers	4414 SW College Rd	Ocala	Florida	34474	(352) 433-0220	Not yet open
0310	LONGWOOD FITNESS, LLC – Altamonte	Elsy & Larry Romero	976 W Mitchell Hammock Rd	Oveida	Florida	32765	(321) 800-3004	Not Yet Open
0848	PANAMA CITY FITNESS GROUP, LLC	Gabriel Gray, Kristopher Tucker & Graham Weaver	TBD	Panama City	Florida	TBD	(954) 609-3462	Not Yet Open
0837	F8 ENTERPRISES LLC	George & Leslie Baccash & Donna & Richard Fenchel	TBD	Ponte Vedra Beach	Florida	TBD	(954) 915-8685	Not Yet Open
0605	PORT ORANGE FITNESS GROUP, LLC	Andrew Restrepo/ Stefan Nash	TBD	Port Orange	Florida	TBD	(813) 787-9282	Not Yet Open
0841	MS FITNESS, LLC	Tommy McKnew & April Sameck	833 Ponce de Leon Boulevard	St Augustine	Florida	32084	(904) 647-8088	Not Yet Open

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0890	TAMPA FITNESS PARTNERS IX, LLC – St Petersburg - Downtown	Edgard Corona	640 1st Avenue South	St Petersburg	Florida	33701	(727) 513-5646	Not Yet Open
0525	OTF WINTER GARDEN, LLC–	Winter Garden/Ococoee Greg Hedger/ Rob Ferral/ James Bohl/ Stefan Nash	2883-2887 Maguire Rd	Windemere	Florida	34786	(407) 895-7002	Not Yet Open
0459	NASH FITNESS LLC	Stefan Nash	TBD	Windermere	Florida	TBD	(352) 339-6282	Not Yet Open
0125	VAILLANTINO , LLC - Alpharetta	Stacie Vaillancourt/Laura Salatino	3450 Old Milton Parkway, 220	Alpharetta	Georgia	30005	(770) 686-5352	OPEN 9/5/14
0247	RASBERRY VISION, LLC – Chastain	David Cox, Laura Salatino and Stacie Vaillancourt	4279 Roswell Road, Suite 501	Atlanta	Georgia	30342	(404) 434-2129	OPEN 9/5/14
0271	GEARON 2, LLC – Snellville	Carmine Parente/ Maureen Slawitschka	1250 Scenic Highway Suite 1264	Lawrenceville	Georgia	30045	(770) 450-1234	OPEN 9/13/15
0193	PEACH FIT ONE, LLC - Roswell Gary & Merit Hirsch/	Edward & Cindy Hirsch	625 West Crossville Road Suite 108	Roswell	Georgia	30075	(770) 625-6122	OPEN 7/18/14
0298	BMM FITNESS, LLC – Peachtree City	Michelle Strawser/Eric Haynes	130 Peachtree East Shopping Center, Suite 140	Peachtree	Georgia	30269	(678) 263-3086	OPEN 7/17/15
0315	MAXFITNESS SP NORCROSS, LLC – Norcross	Nooruddin Panjwani	5270 Peachtree Parkway, Suite 105	Norcross	Georgia	30092	(678)786-4100	OPEN 4/3/15
0264	JM WOODSTOCK, LLC	James Weeks/Michael Mehr	200 Parkbrooke Drive Suite 140	Woodstock	Georgia	30189	(770) 833-4550	OPEN 4/15/15
0162	BLACKBERRY VISION, LLC - Atlanta-Buckhead	David Cox, Laura Salatino and Stacie Vaillancourt	3097 Piedmont Rd	Atlanta	Georgia	30305	(404) 719-0170	OPEN 4/11/14
0612	CAP FITNESS LLC	TJ Moats/Keith Miller	1731-A Newnan Crossing Blvd East	Newnan	Georgia	30265	(470) 240-7787	OPEN 2/6/16
0137	STRAWBERRY VISION LLC - Atlanta - Midtown	David Cox, Laura Salatino and Stacie Vaillancourt	933 Peachtree St , Suite 939A	Atlanta	Georgia	30328	(404) 747-7107	OPEN 2/14/14
0194	PEACH FIT TWO, LLC - Suwanee	Gary & Merit Hirsch/ Edward & Cindy Hirsch	2615 Peachtree Parkway, Suite 230	Suwanee	Georgia	30024	(770) 688-0622	OPEN 2/13/15
0083	CONFLUENCE GROUP, LLC - Sandy Springs	John & Julie Stewart/ Kimberly & Jason Fishman	5975 Roswell Road, Suite A113	Atlanta	Georgia	30328	(770) 905-2600	OPEN 12/6/13
0265	JM ATHENS, LLC – West Cobb	James Weeks & Michael Mehr	3600 Dallas Highway, Suite 100	Marietta	Georgia	30064	(770) 876-4339	OPEN 12/23/14
0299	B O B FITNESS, LLC – Columbus	Michelle Strawser /Eric Haynes	5592-B Whitesville Rd , Ste 1303-B	Columbus	Georgia	31904	(706) 905-1870	OPEN 12/16/2016
0124	VAILLANTINO JC, LLC - East Cobb	Marietta David Cox, Stacie Vaillancourt/Laura Salatino	1401 Johnson Ferry Road Suite 320	Marietta	Georgia	30062	(678) 920-9455	OPEN 11/22/13

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0190	SIMPLE BERRY LLC - Emory Pointe	David Cox, Laura Salatino and Stacie Vaillancourt	855 Emory Point, Suite 115	Atlanta	Georgia	30329	(404) 698-0251	OPEN 11/14/14
0263	JM CANTON, LLC – Kennesaw	James Weeks/Michael Mehr	2555 Prado LN, Suite 1400	Marietta	Georgia	30066	(770) 687-3625	OPEN 11/11/15
0127	BLUEBERRY VISION INVESTMENTS INC - Howell Mill	David Cox, Laura Salatino and Stacie Vaillancourt	857 Collier Rd, Ste 15	Atlanta	Georgia	30318	(404) 455-0402	OPEN 10/4/13
0400	CRANBERRY VISION, LLC –	Brookhaven David Cox, Laura Salatino and Stacie Vaillancourt	4260 Peachtree Road	Brookhaven	Georgia	30319	(404) 772-8120	OPEN 10/10/2016
0316	MAX FITNESS SP DULUTH, LLC – Duluth	Nooruddin Panjwani	2220 Peachtree Industrial Blvd, Suite B-130	Duluth	Georgia	30097	(770) 330-5582	OPEN 07/15/2016
0383	EFFECTIVE FITNESS DECATUR, LLC – Decatur	Michal Salac	319 West Ponce De Leon Ave Unit 20	Decatur	Georgia	30030	(770) 797-5080	OPEN 03/11/2016
0494	HBB GROUP, LLC	Ahmad & Michael Haram	1227 Rockbridge Rd SW	Stone Mountain	Georgia	30087	(770) 604-1812	OPEN 02/19/2016
0355	HILTON AND BUTLER FITNESS, LLC – Athens	Philip Mulherin	196 Alps Road	Athens	Georgia	30606	(706) 521-0595	OPEN 01/22/2016
0317	MAX FITNESS SP SUGAR HILL, LLC – Buford	Nooruddin Panjwani	2463 Hamilton Mill Parkway	Dacula	Georgia	30019	(470) 443-1800	OPEN 9/18/15
0189	VAILLANTINO LS, LLC - John's Creek	David Cox, Stacie Vaillancourt/Laura Salatino	8465 Holocomb Bridge Road, Suite 430	John's Creek	Georgia	30022	(470) 388-3159	OPEN 6/4/15
0436	ENSAYO LLC	Antoinette Croyder/ Arabelle Jureidini	1750 Powder Springs Rd Sw	Marietta	Georgia	30064	(678) 591-4034	OPEN 12/5/15
0374	CONFLUENCE GROUP II, LLC – Cumberland	Jason & Kim Fishman/ John & Julie Stewart	3000 Windy Hill Road, Suite 156	Marietta	Georgia	30067	(678) 701-5510	OPEN 10/5/15
0368	ROYAL ONE, LLC – Augusta	Amanda Hess/Dana Brower/ Roy Scott Stewart	4274 Washington Road	Evans	Georgia	30809	(706) 814-3024	OPEN 5/28/15
0270	GEARON 1, LLC – Northlake	Carmine Parente/ Maureen Slawitschka/	2152 Henderson Mill Road	Atlanta	Georgia	30345	(678) 679 3400	OPEN 2/13/15
0300	NSU FITNESS, LLC – Cumming	Michelle Strawser/Eric Haynes	1735 Buford Highway Suite 220	Cumming	Georgia	30041	(770) 887-2223	OPEN 1/31/15
0496	JW CANTON, LLC	James E Weeks, III	TBD	Canton Holly Springs	Georgia	TBD	(770) 953-2118	Not Yet Open
0495	CAP FITNESS DOUGLASVILLE, LLC	Charles Whitlock / TJ Moats	2750 Chapel Hill Rd , Ste 100&200	Douglasville	Georgia	30135	(770) 755-8772	Not Yet Open

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0731	VVDC DUNWOODY, LLC – Dunwoody	David Cox, Laura Salatino & Stacie Vaillancourt	2480 Jett Ferry Road Suite 500	Dunwoody	Georgia	30338	(678) 333-3752	Not Yet Open
0382	EFFECTIVE FITNESS, LLC – Edgewood	Michal Salac	TBD	Edgewood	Georgia	TBD	(770) 652-4780	Not Yet Open
0272	GEARON 3, LLC – Lawrenceville	Carmine Parente/ Maureen Slawitschka	TBD	Lawrenceville	Georgia	TBD	(954) 465-6177	Not Yet Open
0866	VVDC MILTON, LLC	David Cox, Laura Salatino & Stacie Vaillancourt	TBD	Milton	Georgia	TBD	(813) 415 5207	Not Yet Open
0369	VVDC SAVANNAH, LLC - Savannah	No Owner	1800 East Victory Dr	Savannah	Georgia	31404	(912) 921-9519	Not Yet Open
0833	JK FIT LLC	Jason & Kim Fishman & John & Julie Stewart	4495 West Village Way	Smyrna	Georgia	30080	(678) 539-9715	Not Yet Open
0370	VVDC HENRY, LLC-Stockbridge	David Cox/ Laura Salatino / Stacie Vaillancourt	TBD	Stockbridge	Georgia	TBD		Not Yet Open
0845	MAXFITNESS BUFORD, LLC – Sugar Hill - Buford	Nooruddin Panjwani	5885 Cumming Highway Suite 401	Sugar Hill	Georgia	30518	(678) 786-4120	Not Yet Open
0379	GEARON 4, LLC – Vinings	Carmine Parente/ Maureen Slawitschka	TBD	Vinings	Georgia	TBD	(954) 476-6177	Not Yet Open
0603	FIT OAHU 2, LLC	Scott McPhail	The Marketplace @ Kapolei 590 Farrington Highway	Kapolei	Hawaii	96707	(808) 674-0590	OPEN 10/01/2016
0481	ALOHABERRY, LLC	Pavel & Kamil Stuchlik	449 Kapahulu Ave , Ste 101	Honolulu	Hawaii	96815	(808) 445-9227	OPEN 05/17/2016
0423	HELLOBERRY HAWAII LLC – Honolulu	Pavel & Kamil Stuchlik	660 Ala Moana Blvd , Ste 219A/219B	Honolulu	Hawaii	96813	(813) 406-1884	Not Yet Open
0480	MAHALOBERRY, LLC	Pavel & Kamil Stuchlik	1600 Kapiolani Blvd , Ste 107	Honolulu	Hawaii	96813	(808) 377-6626	Not Yet Open
0602	FIT OAHU 1, LLC	Scott McPhail	TBD	Kaneohe	Hawaii	TBD	(808) 371-0382	Not Yet Open
0523	HANNUM FITNESS LLC	Denise & Edwin Hannum	2907 N Eagle Road	Meridian	Idaho	83646	(208) 895-9076	OPEN 01/29/2016
0800	HANNUM FITNESS BOISE LLC	Denise & Edwin Hannum	TBD	Boise	Idaho	TBD	(406) 837-2690	Not Yet Open
0033	PROVIDENCE VENTURE OPERATING, LLC - Orland Park	Barbara & Allan Morris/Brad Ehrlich	Ravinia Plaza 15200 S La Grange Road	Orland Park	Illinois	60462	(708) 860-8292	OPEN 9/23/12
0331	STUDIO FITNESS GROUP LLC - Chicago Old Town	Dylan Bates/Fletcher Boyle	1513 N Wells Street	Chicago	Illinois	60610	(312) 625-1204	OPEN 7/24/15

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0163	FOWLER GROUP, LLC - Western Springs	Jacqueline Fowler	894 75th Street	Willowbrook	Illinois	60527	(630) 352-3330	OPEN 5/9/14
0227	MAJAMINO, LLC – South Naperville	Amy & Donald Shane Martin	2936 Showplace Drive	Naperville	Illinois	60564	(630) 857-9238	OPEN 5/29/15
0305	PERLOFF PROVIDENCE STUDIO #3 LLC – Wrigleyville	Brad Ehrlich/Barbara & Allen Morris/William Perloff/ David Perloff	3738 N Halsted, Unit #2	Chicago	Illinois	60613	(224) 252-0242	OPEN 5/1/15
0126	NORTHSHORE OTF, LLC - Evanston	David Lanz	2800 Central Street	Evanston	Illinois	60201	(847) 491 9090	OPEN 3/7/14
0165	OTF WHEATON CORP - Wheaton	Matt Green/Michael Kessler/ Chris Ellerman	223 Rice Lake Square	Wheaton	Illinois	60189	(630) 914-6767	OPEN 3/21/14
0325	QUARA MANAGEMENT, LLC – Schaumburg	Rebecca Lewis	16 E Golf Road	Schaumburg	Illinois	60173	(855) 683-4554	OPEN 2/19/16
0554	CHICAGO NORTHSHORE FITNESS, INC	Kristen & Michael Beaudoin	1050 N Western Ave	Lake Forest	Illinois	60045	(847) 728-8700	OPEN 12/4/15
0032	PROVIDENCE VENTURE STUDIO #3 LLC	Allan Morris, Barbara Morris & Brad Ehrlich	2209 N Halstead Street	Chicago	Illinois	60614	312-762-5556	OPEN 12/27/16
0804	JH FITNESS LLC	Heather Cox & John Schrieffer	1500 E Empire Street Suite A-13	Bloomington	Illinois	61701	(309) 434-5500	OPEN 12/17/16
0330	STUDIO FITNESS GROUP WEST LOOP LLC	Dylan Bates & Fletcher Boyle	823 W Madison St	Chicago	Illinois	60607	(773) 741-1600	OPEN 12/02/2016
0233	DINAMI FITNESS LLC – Downers Grove	Paul & Kathy Stratton	19 West Ogden Avenue	Westmont	Illinois	60559	(630) 326-3000	OPEN 10/30/15
0424	CHICAGOLAND FITNESS II, LLC	Adam Paris/ David Lanz	3328 N Western Ave	Chicago,	Illinois	60618	(312) 971-6223	OPEN 10/2/15
0303	PERLOFF PROVIDENCE STUDIO #1 LLC – Mount Prospect – Randhurst	Brad Ehrlich/Barbara & Allen Morris/William Perloff/ David Perloff	1032 Center Drive	Mount Prospect	Illinois	60056	(847) 737-5584	OPEN 10/17/14
0425	CHICAGOLAND FITNESS III, LLC	Adam Paris/ David Lanz	4728 North Lincoln Ave	Chicago	Illinois	60625	(312) 755-6650	OPEN 10/10/16
0031	PROVIDENCE VENTURE OPERATING, LLC Naperville	Barbara Morris/Brad Ehrlich/Alan Morris	Naperville Plaza 8 West Gartner Road, Suite 120	Naperville	Illinois	60540	(331) 444-3232	OPEN 1/11/13
0653	C & Z FIT III, LLC	Carrie Okninski/Ziggy Okninski	2037 Milwaukee Ave	Riverwood	Illinois	60015	(224) 521-0006	OPEN 09/09/2016
0326	QUARA MANAGEMENT, LLC – FITNESS 2	Glen Ellyn Rebecca Lewis	862 Roosevelt Road	Glen Ellyn	Illinois	60137	(630) 984-6886	OPEN 08/18/2016
0318	CHICAGOLAND FITNESS I, LLC	Adam Paris/ David Lanz	1126 W Grandville Ave	Chicago - Edgewater	Illinois	60660	(773) 234-0311	OPEN 07/10/2015

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0208	JDK ATHLETICS, LLC – Bannockburn	John Dean Kaulentis	2553 Waukegan Road	Bannockburn	Illinois	60015	(866) 601-0025	OPEN 06/26/2015
0544	HEARNE FITNESS, LLC	Derek Hearne/Adryenne Hearne/Rafael Alvarez	21012 S LaGrange Road	Frankfort	Illinois	60423	(630) 394-5050	OPEN 06/10/2016
0427	CHICAGOLAND FITNESS V, LLC	Adam Paris/ David Lanz	2251 N Milwaukee Avenue	Chicago	Illinois	60647	(312) 874-7227	OPEN 04/03/2016
0319	OTF WHEATON CORP – Elmhurst	Matt Green/Michael Kessler/ Chris Ellerman	135 N Addison Ave , Suite 100	Elmhurst	Illinois	60126	(331) 642-1500	OPEN 01/29/2016
0537	TLO INVESTMENTS LLC	Thomas & Lisa O'Brien	2401 Kaneville RD	Geneva	Illinois	60134	(630) 503-6818	OPEN 01/08/2016
0321	JS FITNESS WICKER PARK LLC – Wicker Park	John & Jayme Schneffer	1634 W North Ave	Chicago	Illinois	60622	(312) 757-1644	OPEN 5/29/15
0217	ALVAREZ & HEARNE HOLDINGS, LLC – Oak Park	Rafael Alvarz, Adryenne Hearne/ Rachel Mickelson	7121 W North Avenue	Oak Park	Illinois	60302	(708) 793-8219	OPEN 5/22/15
0238	MADGRA COMPANY - Western Springs/LaGrange	Jacqueline Fowler	10 N Ashland Avenue	LaGrange	Illinois	60525	(708) 793-7003	OPEN 5/1/15
0237	C & Z FIT, LLC – Glenview	Carrie & Ziggy Okninski	1464 Waukegan Road	Glenview	Illinois	60025	(847) 486-9100	OPEN 3/27/15
0332	STUDIO FITNESS GROUP HIGHLAND PARK LLC – Park Ridge	Dylan Bates/Fletcher Boyle	10 N Northwest Hwy	Park Ridge	Illinois	60068	(630) 235-6331	OPEN 12/3/15
0684	CHICAGOLAND FITNESS VI, LLC	Adam Paris/ David Lanz	TBD	Andersonville	Illinois	TBD	(847) 728-0997	Not Yet Open
0304	PERLOFF PROVIDENCE STUDIO #2 LLC – Lakeview	Brad Ehrlich/Barbara & Allen Morris/William Perloff/ David Perloff	TBD	Chicago	Illinois	TBD	(920) 839-9282	Not Yet Open
0334	STUDIO FITNESS GROUP STREETERVILLE LLC – Streeterville	Dylan Bates/Fletcher Boyle	TBD	Chicago	Illinois	TBD	(630) 235-6331	Not Yet Open
0333	STUDIO FITNESS GROUP RIVER NORTH LLC	Dylan Bates & Fletcher Boyle	TBD	Chicago	Illinois	TBD	(815) 341-1505	Not Yet Open
0545	DRA FITNESS LLC	Derek Hearne/Adryenne Hearne/Rafael Alvarez	1001 S State St	Chicago	Illinois	60605	(312) 734-1100	Not Yet Open
0743	JOMIL LLC – Hyde Park	Adryenne Hearne, Rafael Alvarez & Derek Hearne	TBD	Chicago	Illinois	TBD	(312) 543-7872	Not Yet Open
0306	PERLOFF PROVIDENCE STUDIO #4 LLC	Allen Morris, Barbara Morris, Brad Ehrlich, David Perloff & William Perloff	TBD	Chicago	Illinois	TBD	(920) 839-9282	Not Yet Open

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0646	C & Z FIT II, LLC	Carrie Oknnski/ Ziggy Oknnski	TBD	Deer Park	Illinois	TBD	(312) 699-9778	Not Yet Open
0426	CHICAGOLAND FITNESS IV, LLC	Adam Paris/ David Lanz	3101 Dundee Rd Ste A	Northbrook	Illinois	60062	TBD	Not Yet Open
0685	CHICAGOLAND FITNESS VII, LLC	Adam Paris/ David Lanz	TBD	Raveswood	Illinois	TBD	(847) 728-0997	Not Yet Open
0560	WINCITY FITNESS GROUP, LLC	Martin Flanagan/Leslie Gehrke	37-39 Main St	Roselle-Bloomingdale	Illinois	TBD	(331) 444-2401	Not Yet Open
0688	CHICAGOLAND FITNESS X, LLC	Adam Paris/ David Lanz	5230 W Touhy Ave	Skokie	Illinois	60077	(847) 423-6060	Not Yet Open
0805	TMB FITNESS LLC	Heather Cox & John Schrieffer	TBD	Springfield	Illinois	TBD	(312) 804-0989	Not Yet Open
0893	TLO II INVESTMENTS, LLC	Lisa & Thomas O'Brien	124 Kirk Road	St Charles	Illinois	60174	(331) 248-6050	Not Yet Open
0686	CHICAGOLAND FITNESS VIII, LLC	Adam Paris/ David Lanz	TBD	University Village	Illinois	TBD	(847) 728-0997	Not Yet Open
0687	CHICAGOLAND FITNESS IX, LLC	Adam Paris/ David Lanz	TBD	Uptown Chicago	Illinois	TBD	(847) 728-0997	Not Yet Open
0534	FULTON RIVER FITNESS, LLC	John Schrieffer	TBD	West Chicago	Illinois	TBD	(312) 804-0989	Not Yet Open
0275	CSM INDY LLC – Castleton	Shaun & Carolyn McDonald	11695 Olio Rd	Fishers	Indiana	46037	(317) 960-4100	OPEN 6/10/16
0629	ELLSWORTH FITNESS, LLC	Roger & Kelly Ellsworth	7135 Heritage Square Drive, #304	Granger	Indiana	46530	(574) 314-6300	OPEN 3/11/16
0515	METABOLIC VENTURES I, LLC	Jennifer & Steve Haas	2727 East 86th Street #115	Indianapolis	Indiana	46240	(317) 542-3102	OPEN 02/20/2016
0274	CSM CARMEL LLC – West Carmel	Shaun & Carolyn McDonald	Cool Creek Commons, 2438 E 146th Street	Carmel	Indiana	46033	(305) 978-0402	OPEN 4/24/15
0679	CO-OP FITNESS LLC	Eric Compton/Jon Opperman/ Julie Compton/ Mary Opperman	835 Joliet St	St Dyer	Indiana	46311	(219) 224-2660	OPEN 07/01/2016
0910	BTOWN FITNESS, LLC	Kerry & Lyle Feigenbaum	TBD	Bloomington	Indiana	TBD	(812) 327-7220	Not Yet Open
0372	CSM WEST CARMEL LLC	Carolyn McDonald & Shaun McDonald	4000 West 106th Street #145	Carmel	Indiana	46032	(317) 449-2100	Not Yet Open
0819	3TW, LLC	Larry Espenlaub, Tyson & Whitney Martin	3431 N Green River Road	Evansville	Indiana	47711	(812) 645-9712	Not Yet Open
0787	COLOR ME FIT ENTERPRISES, LLC	Katie Douglas	1675 W Smith Valley Rd Suite D5	Greenwood	Indiana	46142	(317) 247-0000	Not Yet Open

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0815	KMLV FIT, LLC – West Indy	Michael Langford & Kimberly Vinciguerra	TBD	Indianapolis	Indiana	TBD	(317) 427-8563	Not Yet Open
0680	CO-OP FITNESS NWI LLC	Eric Compton/Jon Opperman/ Julie Compton/ Mary Opperman	TBD	Schererville	Indiana	TBD	(219) 972 1505	Not Yet Open
0347	RILEYSQUIN ENTERPRISES, LC – Clive	Julie Bautista/ Carl & Evelyn Varley	2171 NW 111th Street	Clive	Iowa	50325	(515) 207-3430	OPEN 6/12/15
0631	RN ENTERPRISE, LLC	Richard Tuma/ Nathan McFarland	833 East 1st St , Ste 103&104	Ankenny	Iowa	50021	(515) 218-9778	OPEN 09/30/2016
0886	FITNESS AMES, LLC	Jacob Johnson, Kurt Johnson & Louis Prenger	725 24th Street Suites 103-104	Ames	Iowa	50010	(515) 212-4947	Not Yet Open
0814	BRAVI, LLC	Brandon Hoffman & Dustin Hoffman	4824 1st Avenue NE	Cedar Rapids	Iowa	52403	(319) 450-0665	Not Yet Open
0867	FITNESS IC, INC – Iowa City	Jacob Johnson, Kurt Johnson & Louis Prenger	1303 5th Street	Coralville	Iowa	52241	(252) 412-7221	Not Yet Open
0854	HNB ENTERPRISES LLC	Nichole Bean & Pamela Carter	4520 E 53rd Street	Davenport	Iowa	52807	(563) 594-6683	Not Yet Open
0050	OTF KC, LLC - Leawood	Terry Knoll	11614 Ash Street	Leawood	Kansas	66211	(913) 469-5200	OPEN 11/1/13
0353	KC FITNESS 1 LLC – Kansas City	Rebecca & Travis Renner	14995 W 119th St	Olathe	Kansas	66062	(913) 397-7500	OPEN 10/15/15
0514	MSM3 FITNESS, LLC	Darrin McDonald	9538 Nall Ave	Overland Park	Kansas	66207	(913) 440-0010	OPEN 07/15/2016
0589	FITNESS OF WICHITA I, LLC	Joseph Froehle/Patrick Walsh	1423 N Wedd Road Ste 159	Wichita	Kansas	67206	(316) 440-4640	OPEN 01/22/2016
0532	KC FITNESS 3, LLC	Travis & Becky (Rebecca) Renner	TBD	Lee's Summit	Kansas	TBD	(480) 650-1601	Not Yet Open
0914	KILO 1 FITNESS, LLC	Kristy & Scott Smith	20144 W 153rd Street	Olathe	Kansas	66062	(913) 274-1401	Not Yet Open
0531	KC FITNESS 2, LLC	Travis & Becky (Rebecca) Renner	13621 Metcalf Ave	Overland Park	Kansas	66223	(913) 213-1012	Not Yet Open
0590	FITNESS OF WICHITA II, LLC	Haylee Shaver/ Denette Ann Walsh/ Joseph Froehle/ Patrick Walsh	2835 N Maize Rd	W Wichita	Kansas	67205	(720) 215-5886	Not Yet Open
0171	DAVIS FITNESS STUDIO I INC - East Louisville	Billy Davis/Kathryn Stiebling-Davis	116 Sears Avenue	East Louisville	Kentucky	40207	(502) 259-9199	OPEN 5/9/14
0399	DAVIS FITNESS STUDIO II INC – Louisville East	Billy Davis/Kathryn Stiebling-Davis	13317 Shelbyville Road, Unit #103	Louisville	Kentucky	40223	(502) 242 3385	OPEN 10/31/15

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0505	S&C FITNESS II, L L C	Suzanne, Robert & Chase Whitehead/ Matthew & Lori Viola	185 Pavilion Parkway	Newport	Kentucky	41071	(859) 838-4555	OPEN 01/07/2016
0178	BASSEL BACON FITNESS GROUP, LLC – Lexington	Amy & Darren Bassel / Stephanie & Douglas Cronk	2369 Richmond Road, Suite #120	Lexington	Kentucky	40502	(859) 898-1077	OPEN 8/21/15
0868	DAVIS FITNESS STUDIO III INC – Louisville - Highlands	Billy Davis & Kathryn Stiebling-Davis	918 Baxter Avenue	Louisville	Kentucky	40204	(502) 968-1400	Not Yet Open
0295	HAWTHORNE NOLA1, LLC – Kenner/Metaire	Andrew Mahoney/Ellen Mahoney/ John Mahoney	4141 Bienville St Suite 107	New Orleans	Louisiana	70119	(504) 408-2602	OPEN 12/31/15
0597	TRI-POWER RED STICK #1, LLC	Patrick & Margaret Michaelson/Dale & Teresa Kilpatrick/ Scott & Lisa Russell	2373 Towne Center Blvd Suite 710	Baton Rouge	Louisiana	70809	(225) 424-5000	OPEN 06/09/2016
0775	CONNECTOME & ASSOCIATES LLC	Jason Cormier	109 Old Camp Road	Lafayette	Louisiana	70508	(337) 735-1877	Not Yet Open
0930	GREEN TIGERS LLC	Andrew Mahoney, Ellen Mahoney & John Mahoney	TBD	Long Farm	Louisiana	TBD	(954) 607-7552	Not Yet Open
0929	HAWTHORNE NOLA3 LLC	Andrew Mahoney, Ellen Mahoney & John Mahoney	TBD	Mandeville	Louisiana	TBD	(954) 607-7552	Not Yet Open
0493	HAWTHORNE NOLA2, LLC	Andrew Mahoney/Ellen Mahoney/ John Mahoney	5300 Tchoupitoulas St	New Orleans	Louisiana	70115	(954) 607-7552	Not Yet Open
0770	KMM FITNESS IV, LLC	Mason & Kim Mason & Matthew Moyer	1370 E 70th Street Suite 1000	Shreveport	Louisiana	71105	(318) 716-7776	Not Yet Open
0847	DKBL ABUTILON, LLC	Dwayne & Karen Duprey & Brian & Lisa Roy	195 Kennebec Street	Portland	Maine	04101	(207) 536-5833	OPEN 12/23/2016
0081	KENTLANDS FITNESS PARTNERS - GAITHERSBURG	David Ballow/Douglas Birer/ Craig Kuperman/Stephen Wolfrey	622 Center Point Way	Gaithersburg	Maryland	20878	(301) 250-1060	OPEN 2/1/14
0291	POTOMAC FITNESS PARTNERS, LLC	David Ballow, Douglas Birer, Craig Kuperman & Stephen Wolfrey	12435 Park Potomac Avenue R-10	Potomac	Maryland	20854	(301)265-5050	OPEN 12/9/16
0576	HUNT VALLEY FITNESS PARTNERS, LLC	Craig Kuperman/David Ballow/Douglas Birer/Pierre Medina/Sonrisa Medina/Stephen Wolfrey	118 Shawan Rd , Suite BB	Hunt Valley	Maryland	21030	(410) 777-8836	OPEN 02/11/2016
0290	OLNEY FITNESS PARTNERS, LLC – Olney	David Ballow/Douglas Birer/ Craig Kuperman/Stephen Wolfrey	18205 Hillcrest Avenue	Olney	Maryland	20832	(443) 221-6700	OPEN 9/3/15

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0082	MARYLAND FITNESS PARTNERS	David Ballow, Douglas Birer, Craig Kuperman, Stephen Wolfrey	22750 Newcut Road, Ste 4	Clarksburg	Maryland	20871	(443) 927-9100	OPEN 9/25/15
0575	INNER HARBOR FITNESS PARTNERS, LLC	Pierre & Sonrisa Medina/Craig Kuperman/David Ballow/Douglas Birer/Stephen Wolfrey	1415 Aliceanna St	Baltimore Inner Harbor	Maryland	21231	(954) 684-8228	Not Yet Open
0839	COLUMBIA FITNESS PARTNERS, LLC	David Ballow, Douglas Birer, Craig Kuperman & Stephen Wolfrey	TBD	Columbia	Maryland	TBD	(301) 606-7925	Not Yet Open
0927	MAMMOTH FITNESS MD, LLC	Kerri & Marc Johnson	TBD	Silver Spring	Maryland	TBD	(202) 805-4734	Not Yet Open
0135	BISH ONE, LLC - Brighton (Boston)	Andrew Bishins	375 Market Street	Brighton	Massachachusetts	02135	(617) 208-8378	OPEN 7/24/14
0443	THREE BLIND MICE, LLC	Jeffrey Goldstein/ Kerri & Robin Bliss	610 Providence Highway	Dedham	Massachachusetts	02026	(617) 307-7260	OPEN 12/18/15
0780	BISH THREE, LLC	Andrew Bishins & Paul Bishins	270 Third Street	Cambridge	Massachachusetts	02142	(617) 714-5280	OPEN 12/01/2016
0632	IRISH CROSSINGS I LLC	Michael Golic/ Christine Golic	15 Shipyard Dr , Ste 1B	Hingham	Massachachusetts	02043	(781) 328-1800	OPEN 09/24/2016
0524	BURLINGTON FITNESS, LLC	Paul Faucher	112 Burlington Mall Road	Burlington	Massachachusetts	01803	(781) 552-3838	OPEN 01/15/2016
0401	QIG FITNESS NATICK, LLC – Natick	Joseph Attia	21 Main Street	Natick	Massachachusetts	01760	(508) 455-5524	OPEN 4/19/15
0617	FITNESS CAPITAL VENTURES, LLC	Barbara Thompson/Jay Wagnon	40 Boston Post Road West	Marlborough	Massachachusetts	01752	(508) 762-1808	OPEN 6/1/16
0906	INTERVAL ZONE FITNESS, LLC	Nathan Dunn	TBD	Andover	Massachachusetts	TBD		Not Yet Open
0865	JD FAMILY FITNESS ENTERPRISES 1, LLC	Derek Blain & Jodi Bellefeuille	228 Washington Street Suite B290	Attleboro	Massachachusetts	02703	(508) 916-6903	Not Yet Open
0816	J D H FITNESS, INC	Jason Hartz	80 Beharrell Street Suite C	Concord	Massachachusetts	01742	(978) 776-6434	Not Yet Open
0689	FIDELIUS, LLC	David Sack/Tianni Liang	35 Independence Way	Danvers	Massachachusetts	01923	(978) 381-4332	Not Yet Open
0916	NAHOM ALPHA, LLC	David Nahom & Sarah Reardon	TBD	Hanover	Massachachusetts	TBD	(850) 543-6951	Not Yet Open
0285	BISH 2, LLC – Newton	Andrew & Sarah Bishins	10 Saint James Ave	Newton	Massachachusetts	TBD	(617) 872-3443	Not Yet Open

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0565	DELUCA FIT, LLC	Peter Deluca	25 Chestenut St	Quincy	Massachachusetts	02169	(617) 221-4045	Not Yet Open
0776	FIDELIUS, LLC AND/OR ITS LLC ASSIGNEE	David Sack & Tianni Liang	TBD	Reading	Massachachusetts	TBD	(978) 790-4830	Not Yet Open
0945	SIMPLE VENTURES II, LLC	Priya Gullapalli/ Kalyan Gullapalli	TBD	Saugus	Massachachusetts	TBD	TBD	Not Yet Open
0822	JD FAMILY FITNESS ENTERPRISES 2, LLC	Derek Blain & Jodi Bellefeuille	193 Boston Turnpike	Shrewsbury	Massachachusetts	01545	(857) 265-3927	Not Yet Open
0897	SOMERVILLE FITNESS, LLC	Paul Faucher	383 Revolution Drive Store #1135	Somerville	Massachachusetts	02145	(617) 702-4426	Not Yet Open
0633	IRISH CROSSINGS II LLC	Michael Golic/ Christine Golic	450 Paradise Road	Swampscott	Massachachusetts	01907	(860) 404-0362	Not Yet Open
0870	MK FITNESS, LLC	Marc Kaplan	TBD	Walpole	Massachachusetts	TBD	(508) 207-3570	Not Yet Open
0846	QIG FITNESS WALTHAM LLC	Joseph Attia	TBD	Waltham	Massachachusetts	TBD	(248) 830-9602	Not Yet Open
0888	SIMPLE VENTURES, LLC	Kalyan & Priya Gullapalli	160 Littleton Road	Westford	Massachachusetts	01886	(978) 237-8936	Not Yet Open
0359	277 INVESTMENTS LLC – Ann Arbor	Marjo Grabowski / Scott Marcus	2246 S Main Street	Ann Arbor	Michigan	48103	(734) 418-6260	OPEN 7/10/15
0147	OT MICHIGAN, LLC - Canton	Scott Marcus	41818 Ford Road	Canton	Michigan	48187	(734) 844-6100	OPEN 4/25/14
0422	SKT, LLC – Rochester Hills	Amy & Jason Hanley	1470 North Rochester Road	Rochester Hills	Michigan	48307	(248) 237-6720	OPEN 12/18/15
0593	OT ANN ARBOR 2, LLC	Marjo Grabowski	2643 Plymouth Rd	Ann Arbor	Michigan	48105	(734) 881-9669	OPEN 12/15/2016
0231	RO FITNESS LLC–	Scott Marcus	633 South Adams Road	Birmingham	Michigan	48009	(248) 712-4548	OPEN 11/21/14
0242	GRAND DIAMOND I LLC – Grand Rapids	Susan Gozdowski	3108 28th St SE	Grand Rapids	Michigan	49512	(616) 607-6000	OPEN 11/20/15
0489	TROY FITNESS CO LLC	Scott Marcus	3624 Rochester Rd	Troy	Michigan	48083	(248) 864-2190	OPEN 11/18/2016
0488	NORTHVILLE FITNESS CO LLC	Scott Marcus	39725 Traditions Drive	Northville	Michigan	48167	(248) 468-1604	OPEN 02/12/2016
0675	COMMERCE TOWNSHIP-LTGL GROUP, INC	Shenoo Sekhon/ Rajashi Ghosh/ Michael Pakulak	39690-39710 W 14TH Mile Rd	Commerce Township	Michigan	48390	(586) 604-5356	Not Yet Open
0911	DETROIT 277, LLC	Bret Borock & Marjo Grabowski	TBD	Detroit	Michigan	TBD	(734) 604-5910	Not Yet Open

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0243	EAST LANSING 277, LLC	Bret Borock & Marjo Grabowski	TBD	East Lansing	Michigan	TBD	TBD	Not Yet Open
0786	WB FITNESS LLC	Scott Marcus	31221 West Fourteen Mile Rd	Farmington Hills	Michigan	48334	(248) 579-4844	Not Yet Open
0944	AHRLELMG, LLC	Anne Antor/Heather Reece	TBD	Kalamazoo	Michigan	TBD	TBD	Not Yet Open
0905	LT GL GROUP, INC	Rajashi Ghosh, Michael Pakulak & Sheenoo Sekhon	TBD	Macomb	Michigan	TBD	(586) 604-5356	Not Yet Open
0600	ALH, LLC	Jason & Amy Hanley	50560 Scheonherr Rd	Shelby Township	Michigan	48315	(248) 635-5954	Not Yet Open
0175	GO FORWARD BRANDS, L L C - Apple Valley	Anthony Montgomery/ Justin Holtkamp	15624 Pilot Knob Road	Apple Valley	Minnesota	55124	(952) 683-1440	OPEN 4/7/14
0825	BLACK ROCK LLC – St Cloud	Barbara & Daniel Olson	110 2nd Street Suite 117	Waite Park	Minnesota	56387	(320) 270-7000	OPEN 12/2/16
0024	GO FAR INC - Maple Grove	John Finn	8121 Wedgewood Lane North	Maple Grove	Minnesota	55369	(763) 657-1313	OPEN 11/16/11
0281	GO FORWARD BRANDS 4 L L C Chanhassen	Anthony Montgomery/ Justin Holtkamp	460 Lake Dr #170	Chanhassen	Minnesota	55017	(952) 777-4243	OPEN 11/14/2016
0023	CALHOUN ORANGE, INC - Calhoun	John Bonk	2640 Hennepin Ave	Minneapolis	Minnesota	55408	(612) 926-8626	OPEN 11/11/11
0276	HAPPY TIME SURFSIDE, INC – Edina	Wendy Walker/Michael Calawerts	3523 West 70th Street	Edina	Minnesota	55435	(952) 232-1809	OPEN 01/14/2016
0017	ORANGE FITNESS, LLC - Plymouth	Justin Kelly	Plymouth Pointe 2700 Annapolis Circle, Suite A	Plymouth	Minnesota	55441	(763) 300-3447	OPEN 11/28/2011
0176	GO FORWARD BRANDS 2, L L C - Burnsville	Anthony Montgomery/ Justin Holtkamp	8264 Commonwealth Drive	Eden Parrie	Minnesota	55344	(952) 232-1809	OPEN 04/17/2015
0788	MM FITNESS LLC	Megan Mueller & Michael Mueller	3325 Central Park Village Dr Suite 120	Eagan	Minnesota	55121	(651) 705-0300	Not Yet Open
0693	BMO FITNESS L L C	Brian Morgan	3095 White Bear Ave	Maplewood	Minnesota	55109	(651) 988-2219	Not Yet Open
0177	GO FORWARD BRANDS 3, L L C - Savage Shakopee	Anthony Montgomery/ Justin Holtkamp	TBD	Minneapolis	Minnesota	TBD	(952) 992-9026	Not Yet Open
0277	MINNESOTA FITNESS SOLUTIONS, INC – North Loop/Minneapolis	Wendy Walker	TBD	Minneapolis	Minnesota	TBD	(612) 209-4767	Not Yet Open
0351	TRACOUR LLC – Woodbury	Trace & Courtney Martin	530 Woodbury Dr , Ste 300	Woodbury	Minnesota	55125	(612) 326-1234	Not Yet Open

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0444	PEGRAM 2015, LLC	Scot James/ Joseph Pegram	118 Pin Oak Drive	Oxford	Mississippi	38655	(662) 801-4170	OPEN 9/4/15
0625	EPOC FITNESS VENTURE, LLC	Dock Daniel/Kelsey Daniel/Dale Kilpatrick/Teresa Kilpatrick	111 Colony Crossing Suite #460	Madison	Mississippi	39110	(601) 707-9202	OPEN 06/10/2016
0791	FREEVIE 2016 LLC	Greg McGowan & Kelly McGowan	5515 Goodman Rd	Olive Branch	Mississippi	38654	(662) 276-1199	Not Yet Open
0626	EPOC FITNESS VENTURE II, LLC	Dock Daniel/Kelsey Daniel/Dale Kilpatrick/Teresa Kilpatrick	TBD	South Jackson	Mississippi	38655	(601) 707-7828	Not Yet Open
0191	INVICTUS HOLDINGS, LLC - Kirkwood	Steve Brown	9434 Manchester Road	Rock Hill	Missouri	63119	(314) 736-1170	OPEN 11/21/14
0737	STUDIO SAINT CHARLES, LLC – St Charles	Ronnie Hernandez, Alina Hernandez, Frank Rivas, AJ Garcia, Vivian Paez-Garcia, Parrish Lamb & Juan Ortega	1650 Beale Street Suite 170	St Charles	Missouri	63303	(314) 250-1037	OPEN 09/02/2016
0452	STL FITNESS PARTNERS STUDIO 1, LLC	Juan Ortega/ Parrish Lamb	15949 Manchester Road,	Ellisville	Missouri	63011	(314) 300-6996	OPEN 06/16/2016
0186	OTF CLAYTON LLC - Clayton George Aherling/	Nicholas Aherling	1674 Clarkson Rd	Chesterfield	Missouri	63017	(314) 384-9025	OPEN 9/28/15
0640	ALMR TWO, LLC	Ann Rusey	TBD	Columbia	Missouri	TBD	(309) 661-8961	Not Yet Open
0740	STUDIO COTTLEVILLE, LLC – Cottleville	Ronnie Hernandez, Alina Hernandez, Frank Rivas, AJ Garcia & Vivian Paez-Garcia	TBD	Cottleville	Missouri	TBD	(305) 710-8969	Not Yet Open
0187	OTF CREVE COEUR, INC	George Ahlering & Nicholas Ahlering	TBD	Creve Coeur	Missouri	TBD	(314) 707-4504	Not Yet Open
0451	STL FITNESS PARTNERS, LLC AND/OR ITS ASSIGNEE	Juan Ortega & Parrish Lamb	TBD	Ellisville	Missouri	TBD	(954) 530-6903	Not Yet Open
0724	FENTON FITNESS MO, LLC	Gerardo (Jerry) Guarch, Jr	TBD	Fenton	Missouri	TBD	(305) 246-4306	Not Yet Open
0734	MSM3 FITNESS KS, LLC – Brookside	Darrin & Rebecca Boresow	6236 Main Street	Kansas City	Missouri	64113	(816) 656-8390	Not Yet Open
0639	ALMR ONE, LLC	Ann Ruesy	6307 Ronald Regan Dr	Lake St Louis	Missouri	63367	(636) 614-4040	Not Yet Open
0785	ZONE FITNESS 2, LLC	Chris Abbott	TBD	N Springfield	Missouri	TBD	(720) 810-2064	Not Yet Open

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0738	STUDIO O'FALLON, LLC – O'Fallon	Ronnie Hernandez, Alina Hernandez, Frank Rivas, AJ Garcia & Vivian Paez-Garcia	TBD	O'Fallon	Missouri	TBD	(305) 710-8969	Not Yet Open
0784	ZONE FITNESS LLC	Chris Abbott	2862 S Glenstone	Springfield	Missouri	65804	(417) 633-7133	Not Yet Open
0723	CONCORD FITNESS MO, LLC	Gerardo (Jerry) Guarch, Jr	12434 Tesson Ferry	St Louis	Missouri	63128	(305) 246-4306	Not Yet Open
0739	STUDIO SAINT PETERS, LLC – St Peters	Ronnie Hernandez, Alina Hernandez, Frank Rivas, AJ Garcia & Vivian Paez-Garcia	TBD	St Peters	Missouri	TBD	(305) 710-8969	Not Yet Open
0721	BIL-ORANGE, LLC	Tempe Connell	TBD	Billings	Montana	TBD	(406) 582-9600	Not Yet Open
0720	BOZ-ORANGE, LLC	Tempe Connell	TBD	Bozeman	Montana	TBD	(406) 582-9600	Not Yet Open
0707	RIVER CITY FITNESS, LLC	Alex Burreson & Kelly Burreson	3624 Brooks Street #1014	Missoula	Montana	59801	(425) 420-6656	Not Yet Open
0497	OMAHA FIT 2, LLC	Anne Kennedy/Kimberly Lorenz	14450 Eagle Run Dr #110	OMAHA	Nebraska	68816	(402) 704-7003	OPEN 12/30/2016
0410	OMAHA FIT 1, LLC – West Omaha	Anne Kennedy/Kimberly Lorenz	16909 Burke Street, Suite 122	West Omaha	Nebraska	68118	(402) 281-0950	OPEN 10/02/2015
0820	OMAHA FIT 3, LLC – Midtown Omaha	Anne Kennedy & Kimberly Lorenz	TBD	Omaha	Nebraska	TBD		Not Yet Open
0142	HENDERBERRY LLC Las Vegas-Henderson	Michael Worley	10271 S Eastern Ave #103-105	Henderson	Nevada	89052	(702) 834-8300	OPEN 5/2/14
0076	CROSSKINGS FITNESS, LLC - Las Vegas	Marty Lacroix	9326 W Sahara, Suite 4	Summerlin (Las Vegas)	Nevada	89117	(702) 557-2884	OPEN 3/7/14
0223	HEARTZONE FITNESS V, L L C – Green Valley North	David Morrocco/ Jeanette Morrocco	691 Marks Street, Suite D	Henderson	Nevada	89014	(702) 850-2511	OPEN 3/28/15
0491	2JER2911, LLC	Russell & Alexis Riggs	8056 S Virginia Street	Reno	Nevada	89511	(775) 800-2308	OPEN 7/11/16
0858	CROSSQUEENS FITNESS LLC – Grand Canyon	Ken & Sonya Bossingham	4245 South Grand Canyon Drive Suite #109	Las Vegas	Nevada	89147	(702) 420-2142	Not Yet Open
0728	GLIMPSEFITNESS2, LLC – Spring Valley (Durango)	Michael Worley	5990 S Rainbow Blvd Suite 200	Las Vegas	Nevada	89118	(702) 868-8300	Not Yet Open
0729	GLIMPSEFITNESS3, LLC – North Las Vegas	Michael Worley	TBD	Las Vegas	Nevada	TBD	(702) 556-1150	Not Yet Open

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0490	1JER2911, LLC	Alexis Riggs & Russell Riggs	1575 Robb Drive Suite 1	Reno	Nevada	89523	(775) 800-5515	Not Yet Open
0492	3JER2911, LLC	Russell & Alexis Riggs	TBD	Reno North	Nevada	TBD	(678) 533-6963	Not Yet Open
0439	Heartzone Fitness VI, LLC	David Morrocco / Jeanette Morroco	TBD	TBD	Nevada	TBD	(480) 686-9506	Not Yet Open
0440	Heartzone Fitness VII, LLC	David Morrocco / Jeanette Morrocco	TBD	TBD	Nevada	TBD	(480) 686-9506	Not Yet Open
0222	AUREUM, LLC – Nashua	Dwayne & Karen Duprey	345 Amherst Street	Nashua	New Hampshire	03063	(603) 882-6800	OPEN 11/21/14
0647	VANDAVAL INC	Dwayne Duprey/ Karen Duprey/ Danielle McKenney	236 North Broadway	Salem	New Hampshire	03079	(603) 898-3000	OPEN 06/24/2016
0468	AGASTACHE LLC	Dwayne & Karen Duprey	104 Spit Brook Road, Suite C	Nashua	New Hampshire	03062	(603) 413-8757	OPEN 04/15/2016
0592	PERSONAL BEST, LLC	Sherri Ritz	2454 Lafayette Road Units 33 & 35	Portsmouth	New Hampshire	03801	(603) 686-8287	OPEN 02/26/2016
0663	COSMIA, LLC	Dwayne Duprey/Karen Duprey/ Wendy Forsley	TBD	Bedford	New Hampshire	TBD	(603) 325-5315	Not Yet Open
0940	PERSONAL BEST – DOVER, LLC	Sherri Ritz	TBD	Dover	New Hampshire	TBD	(603) 686-9007	Not Yet Open
0045	OTF NJ ONE LLC - Edgewater	Adam Krell/David Krell	Marketplace at Edgewater 725 River Road	Edgewater	New Jersey	07020	(201) 212-6388	OPEN 9/13/13
0262	DOGWOOD VENTURES NJ TWO , LLC	Paul Blanchard/Alan Damashek	104 US Route 9 Road,	Englishtown	New Jersey	07726	(732) 475-0333	OPEN 5/15/15
0046	OTF NJ TWO LLC - Garwood	Adam Krell/David Krell/ Barbara Krell	Mews at Garwood 502 N Avenue	Garwood	New Jersey	07027	(908) 737-1390	OPEN 2/21/14
0327	JLD FITNESS LLC-Moorestown	John Dodig / Lorrie Dodig	400 West Route 38, Unit #1400	Moorestown	New Jersey	08057	(856) 581-4801	OPEN 12/18/14
0613	BIGVFITNESS, LLC	Mark Livolsi/Marcella Livolsi/ John McGrath	434 Route 202-206	Bedminster	New Jersey	07921	(201) 341-5930	OPEN 12/02/2016
0061	ORANGE ENERGY-NJ, LLC - West Windsor	Bob & Jessica Grant	West Windsor Village Center 352 Princeton Hightstown Rd ,Suite 7	West Windsor	New Jersey	08850	(609) 286-3799	OPEN 11/15/13
0169	MORRIS FITNESS LLC - TBD	Brian Bolcar/Michael Nochimson/ Ned Bolcar/ Carolyn Bolcar	1260 Springfield Avenue, #11A	New Providence	New Jersey	07974	(908) 458-9353	OPEN 10/2/15

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0542	MIDDLETOWN FITNESS, LLC	Ned Bolcar/Brian Bolcar/Carolyn Bolcar/Michael Nochimson	846 Route 35 South	Middletown	New Jersey	07748	(908) 738-1200	OPEN 07/15/2016
0378	ALLA FITNESS, LIMITED LIABILITY COMPANY Princeton	Borzillo, Ralph / Alla Borzillo	640 Nassau Park Blvd	Princeton	New Jersey	08540	-609 474-0090	OPEN 02/05/2016
0348	8 STREET INVESTMENTS, LLC	William & Shirley Woo	650 Union Blvd	Totowa	New Jersey	07512	(973) 799-4561	OPEN 6/5/15
0717	B FIT BRICK, LLC	Theresa Batista	744 Route 70 W	Brick Township	New Jersey	TBD	(732) 730-2365	Not Yet Open
0667	ALPHA FITNESS VORHEES LLC	Dipika Desai/ / Romit Patel/ Shital Patel	929 Haddonfield Rd , Ste A	Cherry Hill	New Jersey	08002	(856) 282-1122	Not Yet Open
0794	STUDIO FITNESS LLC	Stacy & Thomas Devine	TBD	Chester	New Jersey	TBD	(516) 432-3339	Not Yet Open
0047	EPOC CL, LLC	Adam Krell & William Woo	111 Vervalen Street	Closter	New Jersey	07624	(201) 279-0877	Not Yet Open
0781	HUDSON FITNESS NJ 1, LLC	Eric & Tara Hudson	TBD	Denville	New Jersey	TBD	(908) 666-3020	Not Yet Open
0261	PR EPOC EB, LLC	Adam Krell / William Woo	TBD	East Brunswick	New Jersey	TBD	(917) 843-3386	Not Yet Open
0795	STUDIO FITNESS II, LLC	Stacy & Thomas Devine	295 Highway 202	Flemington	New Jersey	08822	(908) 366-7600	Not Yet Open
0718	B FIT FREEHOLD, LLC	Theresa Batista	TBD	Freehold	New Jersey	TBD	(732) 598-7630	Not Yet Open
0719	B FIT HOWELL, LLC	Theresa Batista	TBD	Howell	New Jersey	TBD	(732) 598-7630	Not Yet Open
0706	M2 JERSEY CITY LLC	Michael Reyes & Michael Zorn	TBD	Jersey City	New Jersey	TBD	(845) 781-0289	Not Yet Open
0614	M3FITNESS, LLC	John McGrath/Mark & Marcella Livolsi	TBD	Montgomery	New Jersey	TBD	(201) 341-5930	Not Yet Open
0668	ALPHA FITNESS STUDIO LLC	Dipika Desai/ / Romit Patel/ Shital Patel/ Vishesh Shah	764 Shoppes Blvd	N Brunswick Township	New Jersey	08902	(739) 9792447	Not Yet Open
0782	HUSDON FITNESS NJ 2, LLC	Eric & Tara Hudson	TBD	Parisppany	New Jersey	TBD	(908) 666-3020	Not Yet Open
0543	MONMOUTH FITNESS, LLC	Ned Bolcar/Brian Bolcar/Carolyn Bolcar	TBD	Shrewsbury	New Jersey	TBD	(908) 393-6207	Not Yet Open
0170	MORFITNESS LLC TBD	Brian Bolcar/Michael Nochimson/ Ned Bolcar	TBD	TBD	New Jersey	TBD	(908) 283-0904	Not Yet Open

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0902	HAVEN MANAGEMENT, INC	Cameron Humpheries & Vaughn McClelland	148 Route 73 Suite 4	Voorhees Township	New Jersey	08043	(856) 504-8286	Not Yet Open
0716	B FIT WALL, LLC	Theresa Batista	TBD	Wall Township	New Jersey	TBD	(732) 730-2365	Not Yet Open
0567	FAMILY FITNESS UNLIMITED TWO, LLC	Lorraine Higgins/ Cornelius Higgins/ Eileen Higgins	8850 Holly Ave , NE Suite D	Albuquerque	New Mexico	87122	(505-633-8048	OPEN 07/21/2016
0566	FAMILY FITNESS UNLIMITED, LLC	Lorraine Higgins/ Cornelius Higgins/ Eileen Higgins	6361 Riverside Plaza Lane NW	Albuquerque	New Mexico	87120	(505) 633-8009	OPEN 03/25/2016
0569	FAMILY FITNESS UNLIMITED, LLC	Lorraine Higgins/ Cornelius Higgins/ Eileen Higgins	TBD	Albuquerque	New Mexico	TBD	(505) 227-3371	Not Yet Open
0568	FAMILY FITNESS UNLIMITED, LLC	Lorraine Higgins/ Cornelius Higgins/ Eileen Higgins	516 W Cordova Rd	Santa Fe	New Mexico	87505	(505) 395-7100	Not Yet Open
0322	GV FITNESS LLC – Greenvale	Stamatious Regoukos/Nikolaos Galanis/Emanuel Galanis/ Rocky Fonovich	103 Jackson Avenue, Suite 1	Syosset	New York	11791	(516) 299-8309	OPEN 7/10/15
0058	OTFLI RVC, LLC - Rockville Centre	Nikolaos Galanis/Emanuel Galanis/Stamatios Regoukos	Village of Rockville Centre 313 Merrick Road	Rockville Centre	New York	11570	(516) 586-6555	OPEN 4/1/14
0034	FITNESS ADVOCATE, LLC - NYC	Adam Krell/ Barbara Krell / David Krell	124 West 23rd St	Manhattan	New York	10011	(646) 588-0133	OPEN 3/6/15
0016	ENP FITNESS, LLC - East Northport	Nikolaos Galanis/Emanuel Galanis/Stamatios Regoukos/ Rocky Fonovich	Huntingdon Square Mall Store 10 4000 Jericho Turnpike	East Northport	New York	11731	(631) 499-4500	OPEN 3/6/12
0384	MJP NISKAYUNA, LLC – Schenectady	John Palmiotto/Michael Parisi/ Paola & James Horvath	3333 Consaul Road	Schenectady	New York	12304	(518) 930-0283	OPEN 3/27/15
0601	EM FITNESS, LLC	Nancy Fisher/Emanuel Galanis/Nikolaos Galanis/Tommy (Stamatios) Regoukos / Rocky Fonovich	2312 Hempstead Turnpike	East Meadow	New York	11554	(404) 849-2455	OPEN 12/29/2015
0697	3 FITNESS LLC	Robert Rossitto/Alan Damashek/Paul Blanchard	245 Mamaroneck Ave	White Plains	New York	10605	(914) 729-0996	OPEN 12/16/2016
0692	ML FITNESS ONE LLC	Shimon Magrill / Amit Levran	222 E Main Street	Mount Kisco	New York	10549	(914) 227-2757	OPEN 11/21/2016
0656	EU VORTEX I, LLC	Shayne Macherowski / Brian Fettner	27 Rockland Plaza	Nanuet	New York	10954	(845) 367-7721	OPEN 11/18/2016
0328	CIC FIT I, LLC – Melville	Carmen Rivera/ Christina Carrasquillo	500 Walt Whitman Road	Melville	New York	11747	(631) 683-8311	OPEN 11/13/15

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0060	STONY FITNESS LLC	Nikolaos Galanis, Emanuel Galanis, Stamatios Regoukos, Rocky Fonovich	2306 Nesconset Highway	Stony Brook	New York	11790	531-246-1040	OPEN 09/22/2016
0385	MJP ALBANY, LLC – Albany	John Palmiotto/Michael Parisi/ Paola & James Horvath	1704-128 Western Ave	Albany	New York	12203	(518) 992-4910	OPEN 06/13/2013
0269	92 FITNESS CREW NEW YORK 2, LLC – Brooklyn Heights	Lars Scofield/Charles & Melissa Medrano	157 Kent Ave	Brooklyn	New York	11249	(917) 201-7014	OPEN 06/04/2016
0246	LEAD3, LLC	Carrol Brandt & Mark Brandt	4041B Hempstead Turnpike	Bethpage	New York	11714	(516)897-4740	OPEN 05/31/2015
0415	PFM SI-1, LLC – Staten Island	Maya Klotsman/Eric Gleit/ Jacob Khotoveli	2409 Richmond Ave	Staten Island	New York	10314	(347) 442-7020	OPEN 04/15/2016
0483	PFM SI-2, LLC	Eric Gleit/Jacob Khotoveli/Maya Rudy	1275 Woodrow Rd	Staten Island	New York	10309	(347) 577-9877	OPEN 03/25/2016
0546	92 FITNESS CREW NEW YORK 3, LLC	Charles Medrano/ Douglas Birer/ Lars Scofield/ Melissa Medrano	186 Montague Street	Brooklyn	New York	11201	(917) 201-7013	OPEN 03/05/2016
0442	FUSIONPRO, INC	Annette & John Gregorio	1895 South Rd	Poughkeepsie,	New York	12601	(845) 372-5656	OPEN 01/22/2016
0146	ARDCORE, LLC - Nassau County	Marian & Baldur Dujmovits	211 Glen Cove Road	Carle Place	New York	11514	(516) 268-6272	OPEN 01/08/2016
0158	ASHA3, LLC - Massapequa	Carol & Mark Brandt	4914 Merrick Road	Massapequa Park	New York	11762	(561) 590-7676	OPEN 02/13/2015
0547	92 FITNESS CREW NEW YORK 4, LLC	Charles Medrano/ Douglas Birer/ Lars Scofield/ Melissa Medrano	TBD	Astoria Sunnyside	New York	TBD	(404) 849-2455	Not Yet Open
0924	OTF BABYLON LLC	James Bohl, Kenneth Ferrall, Robert Ferrall & Gregory Hedger		Babylon	New York	TBD	(215) 913-5913	Not Yet Open
0938	1QUEENFITNESS LLC	Bobbe Ariano, Emanuel Galanis, Nikolaos Galanis & Stamatios Regoukos	TBD	Bayside	New York	TBD	(970) 759-1884	Not Yet Open
0827	REDWING3637, LLC	Jake Lewis & Michael Lewis	TBD	Bronxville Yonkers	New York	TBD	(908) 781-2621	Not Yet Open
0218	92 FITNESS CREW NEW YORK 1, LLC – Brooklyn/Queens	Lars Scofield/Charles & Melissa Medrano	248 Flatbush Ave	Brooklyn	New York	11217	(718) 475-9452	Not Yet Open

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0821	EPOC FITNESS AND TECHNIQUE INC – Columbia Morningside	Carla & Valentin Iliescu	TBD	Columbia	New York	TBD	(827) 239-2727	Not Yet Open
0939	2QUEENFITNESS LLC – Flushing – Little Neck	Bobbe Ariano, Emanuel Galanis, Nikolaos Galanis & Stamatios Regoukos	TBD	Flushing	New York	TBD	(970) 759-1884	Not Yet Open
0789	RADCORE, LLC	Baldur Dujmovits & Marian Dujmovits	TBD	Garden City Park	New York	TBD	(516) 268-6272	Not Yet Open
0830	LEAD3 LLC	Carol & Mark Brandt		Islip	New York	TBD	(516) 526-5356	Not Yet Open
0035	FITNESS ADVOCATE, LLC	Adam Krell, Barbara Krell, David Krell	TBD	Manhattan	New York	TBD	(908) 400-0831	Not Yet Open
0036	FITNESS ADVOCATE, LLC - #0036	Adam Krell, Barbara Krell, David Krell	TBD	Manhattan	New York	TBD	(646) 545-4320	Not Yet Open
0659	EU VORTEX IV, LLC	Shayne Macherowski	TBD	Montebello	New York	TBD	(561) 866-9882	Not Yet Open
0059	OTF LI, LLC - Long Island	Nikolaos Galanis/Emanuel Galanis/Stamatios Regoukos	1976 Merrick Rd	Nassau	New York	TBD	(917) 440-9999	Not Yet Open
0658	EU VORTEX III, LLC	Shayne Macherowski	1900 S Main Street	New City	New York	10956	(561) 866-9882	Not Yet Open
0726	PFM WC 2, LLC	Eric Gleit, Jacob Khotoveli & Maya Klotsman	TBD	New Rochelle	New York	TBD	(718) 926-7161	Not Yet Open
0730	FUELSOUL GROUP LLC – Midtown West	James Wang & Henry Wang	321 West 37th Street	New York	New York	10018	(646) 829-9330	Not Yet Open
0733	ML FITNESS TWO LLC – West Village Manhattan	Amit Levran & Shimon Magrill	TBD	New York	New York	TBD	(212) 584-6277	Not Yet Open
0894	WALLSTREET BERRY, LLC – Financial District	Kamil Stuchlik & Pavel Stuchlik	TBD	New York	New York	TBD	(813) 406-1884	Not Yet Open
0912	MIDTOWN FITNESS PARTNERS, LLC – Manhattan-Midtown/Murray Hill	Patti Bailin, Douglas & Lisa Birer, Josh Crosby & Craig Kuperman	TBD	New York	New York	TBD	(954) 684-8228	Not Yet Open
0657	EU VORTEX II, LLC	Shayne Macherowski	TBD	Nyack	New York	TBD	(561) 866-9882	Not Yet Open
	SYWO FITNESS LLC – Plainview	Alan & Gail Lewis	TBD	Plainview	New York	TBD	(516) 236-4454	Not Yet Open
0323	PWLI FITNESS LLC	Emanuel Galanis, Nikolaos Galanis & Tommy Regoukos	1013 Port Washington Blvd	Port Washington	New York	11050	(516) 302-4044	Not Yet Open

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0755	PFM WC-3, LLC	Eric Gleit, Jacob Khotoveli & Maya Klotsman	TBD	Riverdale	New York	TBD	(718) 926-7161	Not Yet Open
0923	OTF ROCKY POINT LLC – Rocky Point – Miller Place	James Bohl, Kenneth Ferrall, Robert Ferrall & Gregory Hedger	TBD	Rocky Point	New York	TBD	(215) 913-5913	Not Yet Open
0725	PFM WC-1, LLC	Eric Gleit, Jacob Khotoveli & Maya Klotsman	TBD	Rye	New York	TBD	(718) 926-7161	Not Yet Open
0386	MJP SARATOGA, LLC – Saratoga	John Palmiotto/Michael Parisi/ Paola & James Horvath	TBD	Saratoga	New York	TBD	(518) 346-6323	Not Yet Open
0649	BN FITNESS 2 LLC	Bobbe Ariano/Nicholas Zervis	5640 Sunrise Highway	Sayville	New York	11782	(631) 865-1515	Not Yet Open
0696	SOCIAL SUN LLC	Robert Rossitto/Alan Damashek/Paul Blanchard	TBD	Scarsdale	New York	TBD	(914) 361-1623	Not Yet Open
0259	OTF BUFFALO I, LLC	David Kern & Jerome Kern	TBD	Southstown	New York	TBD	(716) 481-5703	Not Yet Open
0834	SYRACUSE FITNESS, LLC	Daniel Fuleihan, Heather Fuleihan & Vanessa Fuleihan	3150 Erie Boulevard East	Syracuse	New York	13214	(315) 965-3555	Not Yet Open
0835	NORTH SYRACUSE FITNESS, LLC – North Syracuse	Daniel Fuleihan, Heather Fuleihan & Vanessa Fuleihan	TBD	Syracuse	New York	TBD	(315) 256-3960	Not Yet Open
	RMP FITNESS LLC – Manhasset/Roslyn/Port Washington	Stamatious Regoukos/Nikolaos Galanis/Emanuel Galanis/ Rocky Fonovich	TBD	TBD	New York	TBD	(613) 414-7711	Not Yet Open
0915	VICTOR FITNESS, LLC	James & Paola Horvath & John Palmiotto	400 Commerce Drive Suite 900	Victor	New York	14564	(585) 207-0202	Not Yet Open
0648	BN FIT LLC	Bobbe Ariano/Nicholas Zervis	TBD	West Babylon	New York	TBD	(970) 759-1884	Not Yet Open
0065	OTF WESTCHESTER ONE, LLC - Westchester	Adam Krell	TBD	Westchester	New York	TBD	(646) 545-4320	Not Yet Open
0266	JACKELLE FITNESS TRIANGLE, LLC – North Raleigh	Kristine Shifflette	6625 Falls of Neuse Road, Suite 107	Raleigh	North Carolina	27615	(919) 263-5668	OPEN 9/25/15
0288	STUDIO TWO CLT FITNESS, INC – South Charlotte	Douglas Birer/John Thomas IV	8038 Providence Road, Suites 100	Charlotte	North Carolina	28277	(704) 612-2102	OPEN 7/29/15
0389	KMOD FIT, LLC – Cornelius	Kathleen O'Day / Daniel Schloss	20619 Torrence Chapel Rd	Cornelius	North Carolina	28031	(704) 964-2557	OPEN 12/4/15

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0141	STUDIO ONE CLT FITNESS, LLC - TBD	Douglas Birer/John Thomas IV	8402 Park Road	Charlotte	North Carolina	28210	(704) 247-6137	OPEN 12/19/14
0420	STRENGTH OF LIFE, LLC – Wake Forest	Kristine Bernecki	12646 Capital Blvd , Suite 152	Wake Forest	North Carolina	27587	(919) 761-7778	OPEN 12/18/15
0746	STUDIO FOUR CTL FITNESS, INC – Ballantyne	Jay Thomas & Doug Birer	14825 Ballantyne Village Way Suite A 180	Charlotte	North Carolina	28277	(704) 412-4369	OPEN 12/09/2016
0650	SUGAR FITNESS, LLC	Natalie Anderson/Emily Brause	1816 Hendersonville Rd , Suite 60& 70	Asheville	North Carolina	28803	(828) 610-5500	OPEN 11/04/2016
0182	JACKELLE FITNESS CHAPEL HILL, LLC - Chapel Hill	Kristie Shifflette	104 Meadowmont Village Circle	Chapel Hill	North Carolina	27517	(919) 883-9424	OPEN 10/31/14
0498	JACKELLE FITNESS FOUR, LLC	Kristie Shifflette	1204 Parkside Main St	Carey	North Carolina	27519	(919) 9 234-7454	OPEN 09/02/2016
0654	1 GREENSBORO GET HEALTHY LLC	Thomas Campagnolo/Denise Campagnolo	1410 Westover Terrace Suite 100 B	Greensboro	North Carolina	27408	(336) 346-2977	OPEN 07/10/2016
0533	JOELE FITNESS, LLC	Matthew & Kristie Shifflette/ Dustin & Susan Gross	6800 Parker Farm Drive Suite 120	Wilmington	North Carolina	28405	(910) 660-0933	OPEN 04/22/2016
0289	STUDIO THREE CLT FITNESS, INC – Charlotte - SouthEnd	Douglas Birer/John Thomas IV	2317 South Blvd	Charlotte	North Carolina	28203	(704) 626-7322	OPEN 04/04/2016
0506	CKN FITNESS CONCORD, LLC	Christopher & Kelli Narveson	3016 B Prosperity Church Rd	Charlotte	North Carolina	28269	(704) 705-2377	OPEN 02/05/2016
0133	JACKELLE FITNESS LLC - Morrisville	Kristine Shifflette	1112 Market Center Drive	Morrisville	North Carolina	27560	(919) 883-9469	OPEN 01/31/2014
0358	JOELE FITNESS SEVEN, LLC –	Holly Springs Dustin & Susan Gross/ Kristie & Matthew Shifflette	141 Grand Hill Place	Holly Springs	North Carolina	27540	(919) 267-1683	OPEN 4/23/15
0767	JOELE FITNESS FOUR, LLC	Kristie & Matthew Shifflette & Dustin & Susan Gross	TBD	Brier Creek	North Carolina	TBD	(919) 960-6861	Not Yet Open
0769	JOELE FITNESS SIX, LLC	Kristie & Matthew Shifflette & Dustin & Susan Gross	TBD	Cary	North Carolina	TBD	(919) 960-6861	Not Yet Open
0768	JOELE FITNESS FIVE, LLC	Kristie & Matthew Shifflette & Dustin & Susan Gross	TBD	Durham	North Carolina	TBD	(919) 960 6861	Not Yet Open
0895	ATHAYES2016, LLC	Scot James, Brittany Mitchell & Joseph Pegram	TBD	Fayetteville	North Carolina	TBD	(504) 312-1850	Not Yet Open
0507	CKN FITNESS LAKE WYLIE, LLC	Christopher & Kelli Narveson	1329 Broadcloth St , Suite 105	Fort Mill	North Carolina	29708	(704) 251-7944	Not Yet Open

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0655	1 WINSTON SALEM GET HEALTHY LLC	Thomas Campagnolo/Denise Campagnolo	5710 Gate City Blvd , Ste T	Jamestown	North Carolina	27407	(336) 663-1056	Not Yet Open
0390	ODAY FITNESS, LLC – Concord Harrisburg	Kathleen O'Day	63 Brawley School Rd #401	Mooresville	North Carolina	28117	(704) 626-7515	Not Yet Open
0766	JOELE FITNESS THREE, LLC	Kristie & Matthew Shifflette & Dustin & Susan Gross	TBD	Raleigh	North Carolina	TBD	(919) 960-6861	Not Yet Open
0765	JOELE FITNESS TWO, LLC	Kristie & Matthew Shifflette & Dustin & Susan Gross	Independence Blvd & S 17th Street Units 1002 & 1003	Wilmington	North Carolina	28412	(919) 960-6861	Not Yet Open
0615	NARANGI FARGO LLC	Maria & Archit Shah/John Striano	4501 15TH Street	Fargo	North Dakota	58103	(701) 369-2200	Not Yet Open
0608	DALLAS FITNESS, LLC	Adam Dallas/ Jocelyn Dallas	6819 E Broad Street	Columbus	Ohio	43213	(614)427-0121	OPEN 9/18/16
0380	YOUNG FITNESS 1, LLC – Westerville	Alan & Cynthia Young & Matthew & Stephanie Young	3959 Britton Parkway	Hilliard	Ohio	43026	(614) 721-7444	OPEN 9/10/15
0148	DOUBLE-S P, LLC Dublin	Sarah San Pedro	7581 Sawmill Road	Dublin	Ohio	43016	(614) 356-9999	OPEN 5/9/14
0463	KSA1 LLC	Kurt & Stephanie Altenburger	19800 Center Ridge Rd	Rocky River	Ohio	44116	(216) 370-3277	Open 12/4/15
0674	FIT FOR THE RED CARPET LLC	Rhonda Martin	34 N Hawkins Ave , Ste 305	Akron	Ohio	44313	(330) 864-5555	OPEN 12/30/2016
0705	REVIVE HEALTH, LLC	Tessa Shagovac & Robert George	18105 Southpark Center	Strongsville	Ohio	44136	440-249-0070	OPEN 12/23/2016
0722	YOUNG FITNESS 2, LLC	Alan Young/Cynthia Young/Matthew Young/Stephanie Young	823 Polaris Parkway	Westerville	Ohio	43082	(614)300-2925	OPEN 12/01/2016
0433	KO GROUP FITNESS, LLC	Rebecca Ko	7340 Fodor Road	New Albany	Ohio	43054	(614)918-7038	OPEN 11/6/15
0619	LG FITNESS LLC	George & Leslie Bostick	8259 Chippewa Rd	Brecksville	Ohio	44141	(440) 550-4614	OPEN 10/21/2016
0710	PRESTIGE FITNESS, LLC	Sachin Patel/Hetal Patel	6025 Kruse Drive	Solon	Ohio	44139	(440)399-2999	OPEN 10/07/2016
0611	BUCKEYE 22 FITNESS, LLC	Jole Harmon	2224 E Main St	Bexley	Ohio	43209	(614) 360-1212	OPEN 09/09/2016
0470	FIT PATH, LLC	Sarah San Pedro	1009 W 5th Ave	Columbus	Ohio	43212	(614)305-7555	OPEN 08/19/2016
0371	CINCY FITNESS LLC – Hyde Park	Douglas & Stephanie Cronk	3202 Vandercar Drive	Cincinnati	Ohio	45209	5(13)808-4882	OPEN 07/22/2016

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0418	S&C FITNESS I, LLC – Mason	Chase Whitehead/ Robert & Suzanne Whitehead/ Lori & Matthew Viola	8267 Arbor Sq Dr	Mason	Ohio	45040	(513)445-5844	OPEN 06/10/2016
0673	FIT FOR THE RUNWAY LLC	Rhonda Martin	4342 Beld-en Village Street NW	Canton	Ohio	44718	-330 423-1733	OPEN 05/05/2016
0508	WALTON, LLC	Douglas & Stephanie Cronk	7641 Voice of America Centre Drive	West Chester	Ohio	45069	(513)718-2535	OPEN 03/25/2016
0904	STUDIO NUMBER THREE, LLC	Amy Bassel, Darren Bassel, Douglas Cronk & Stephanie Cronk	8154 Montgomery Rd	Cincinnati	Ohio	45236	(850) 540-0172	Not Yet Open
0709	DUBLIN 22 FITNESS CENTER, LLC	Jole Harmon	6505 Perimeter Drive	Dublin	Ohio	43016		Not Yet Open
0752	BENNETT GROUP FITNESS LLC	Rebecca Ko & Richard Ko	2718 London Groveport Rd	Grove City	Ohio	43213	(614) 852-4700	Not Yet Open
0896	PRESTIGE FITNESS HUDSON, LLC	Hetal Patel & Sachin Patel	TBD	Hudson	Ohio	TBD	(314) 610-8042	Not Yet Open
0844	YOUNG FITNESS 3, LLC	Matthew Young & Stephanie Young	TBD	Lewis Center	Ohio	TBD	(614) 307-6782	Not Yet Open
0907	FITNESS VENTURE GROUP LLC	Marc Elkman & Robert Simonelli	TBD	Mayfield Heights	Ohio	TBD	TBD	Not Yet Open
0829	FRESH FITNESS GROUP LLC	John Paalacqua, Justin Shach, Marc Elkman, Matt Gates, Patrick Delaney & Robert Simonelli	7519 Mentor Ave Suite #A14	Mentor	Ohio	44060	(440) 290-5859	Not Yet Open
0744	LG FITNESS ORANGE, LLC	George Bostick & Leslie Bostick	200 Park Avenue Suite 14	Orange	Ohio	44122	(239) 598-0895	Not Yet Open
0777	FORT MEGIS 22 FITNESS CENTER LLC	Jole Harmon	TBD	Perrysburg	Ohio	TBD	(419) 699-9118	Not Yet Open
0683	GREAT LAKES 22 FITNESS CENTER, LLC	Jole Harmon	3504 Secor Road #310	Toledo	Ohio	43606	(419)586-1054	Not Yet Open
0793	KSA2 LLC	Kurt Altenburger & Stephanie Altenburger	30676 Detroit Rd	Westlake	Ohio	44145	(440) 772-1100	Not Yet Open
0604	OKC FITNESS STUDIO LLC AND/OR ITS LLC ASSIGNEE	Ronald Wenang/ Eric Moerman/ Brian Massoll/ Nabilah Fountain	3325 S Boulevard St , Suite 141	Edmond,	Oklahoma	73013	(405)445-0809	OPEN 07/15/2016
0803	CHOPFIT 1, LLC	Greg Christensen & Ryan Smith	TBD	Midtown Tulsa	Oklahoma	TBD	(602) 578-4692	Not Yet Open

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0859	NWOKC FITNESS STUDIO, LLC	Brian Massoll, Eric Moerman, Nabilah Fountain (Shamseddine) & Ronald Wenang	12220 N MacArthur Blvd Suite E	Oklahoma City	Oklahoma	73162	(405) 878-8060	Not Yet Open
0335	S& H FITNESS, LLC Oregon	Heather and Stefan Klemm	12268 SW Scholls Ferry Road	Tigard	Oregon	97223	(503)782-4888	OPEN 5/29/15
0509	FITZONE 1 LLC	Chad Rudolph/Steve Caldwell/ Kevin Scott	955 NE Oreno Station Loop	Hillsboro	Oregon	97124	(503)828-3323	OPEN 12/17/16
0609	MAXFITNESS, LLC	Nooruddin Panjwani/ Samir Panjwani	29756 SW Town Center Loop West	Wilsonville	Oregon	97070	(503)374-1920	OPEN 12/17/16
0552	HBB TOO, LLC	Ahmad Haram/ Michael Haram	19151 Willamette Dr	West Linn	Oregon	97068	(503)607-8488	OPEN 06/03/2016
0486	ACAIBERRY, LLC	James E Weeks, III	1107 NE 9th Ave	Portland	Oregon	97232	(503)946-9409	OPEN 04/11/2016
0336	IN THE ZONE, LLC Oregon	Heather and Stefan Klemm	11800 NW Cedar Falls Drive Ste 108	Portland/Oak Hills	Oregon	97229	(503)427-1915	OPEN 03/18/2016
0594	MAXFITNESS SOUL, LLC	Nooruddin Panjwani/ Samir Panjwani	TBD	Arnold Creek	Oregon	TBD	(770) 455-9475	Not Yet Open
0596	MAXFITNESS MIND, LLC	Nooruddin Panjwani/ Samir Panjwani	3905 SW 117th Ave	Beaverton	Oregon	97005	(503)512-5800	Not Yet Open
0932	BEND FIT, LIMITED LIABILITY COMPANY	Anne Barrans & Timothy Barrans	TBD	Bend	Oregon	TBD	TBD	Not Yet Open
0756	ICON ACTIVE LLC	Alexander Berry & Amber Briant	1838 NW 9th Street Suite 112	Corvallis	Oregon	97330	(541) 716-5006	Not Yet Open
0595	MAXFITNESS BODY, LLC	Nooruddin Panjwani/ Samir Panjwani	TBD	East Beaverton	Oregon	TBD	(770) 455-9475	Not Yet Open
0806	ICON FITNESS LLC	Alexander Berry & Amber Briant	TBD	Eugene	Oregon	TBD	(415) 509-6267	Not Yet Open
0510	FITZONE 2 LLC	Chad Rudolph/ Rafel Maymi	TBD	Happy Valley	Oregon	TBD	(425) 829-2333	Not Yet Open
0487	GOJIBERRY, LLC	James E Weeks, III	0841 NE Orenco Station	Hillsboro	Oregon	97124	(503)308-6782	Not Yet Open
0467	HOODBERRY, LLC	James E Weeks, III	TBD	Portland Downtown	Oregon	TBD	(404) 606-0267	Not Yet Open
0761	HBB FOREVER, LLC	Ahmad Haram & Michael Haram	4405 Commercial Street SE	Salem	Oregon	97302	(971) 599-7005	Not Yet Open
0553	HBB Forever, LLC	Ahmad Haram/ Michael Haram	TBD	Salem	Oregon	TBD	(404) 944-9834	Not Yet Open

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0511	FITZONE 3 LLC	Chad Rudolph/ Rafael Maymi	19221 SW Martinazzi Ave	Tualatin	Oregon	97062	(503) 782-0002	Not Yet Open
0360	RAM FITNESS LLC – Langhorne	Robert & Anne Marie Meckling	144 N Flowers Mill Rd	Langhorne	Pennsylvania	19047	(215)839-111	OPEN 7/17/15
0342	WET BEAVER FITNESS – BLUE BELL, LLC – Blue Bell	Emilia & Louis Satterfield	1510 DeKalb Pike	Blue Bell	Pennsylvania	19422	(610) 272-1300	OPEN 6/5/15
0207	TANGERINE RETAIL VENTURES I, LLC - Pittsburgh	James Rosenbloom/ Christopher Labishak	5841 Penn Avenue	Pittsburgh	Pennsylvania	15206	(412) 362-3616	OPEN 6/26/15
0572	F O L Fitness, LLC	Michael Rider/James Hueber	82 East Lancaster Ave ,	Paoli	Pennsylvania	19301	(484)674-6000	OPEN 3/11/16
0343	WET BEAVER FITNESS – GWYNEDD, LLC – Gwynedd	Emilia & Louis Satterfield	1210 Bethlehem Pike , #A5	North Wales	Pennsylvania	19454	(215)643-0596	OPEN 12/4/15
0662	F O L FITNESS II, LLC	Michael Rider/ James Hueber	294 Main Street	Exton	Pennsylvania	19341	(610)298-5400	OPEN 11/21/2016
0234	F2 FITNESS, LLC – Doylestown	Robert Ferrall	1661 Easton Road	Warrington	Pennsylvania	18976	(215) 792-7952	OPEN 11/21/14
0021	OTF MAIN LINE, LLC	Robert Ferrall/Adrienne Gerhart	Willow Grove Shopping Center 164 Park Avenue	Willow Grove	Pennsylvania	19090	(215) 866-8666	OPEN 1/2/13
0591	CENIVIVA FITNESS, LLC	George Ceniviva	613 South Trooper Road Ste 15	Audubon	Pennsylvania	19403	(484)435-0596	OPEN 09/02/2016
0352	THE FITNESS SQUAD, LLC – Newton	William Davish/Lynn Craig/ Anita & Steven Sayers	2140 South Eagle Road,	Newton	Pennsylvania	18940	(215)957-1700	OPEN 07/31/2015
0312	TANGERINE RETAIL VENTURES II, LLC – Ross Township – Pittsburgh	James Rosenbloom/ Christopher Labishak	12007 Perry Highway	Wexford	Pennsylvania	15090	724-400-6773	OPEN 05/02/2016
0556	CENTER CITY FITNESS, LLC	Robert Ferrall	1625 Chestnut Street	Philadelphia	Pennsylvania	19103	(215)543-3833	OPEN 04/01/2016
0741	TC BUSINESS WEST CHESTER, LLC	Andrew Titus & Theodore Clements	672 Downingtown Pike	West Chester	Pennsylvania	19380	484-886-4500	OPEN 12/30/2016
0574	F O L FITNESS III LLC	Michael Rider/ James Hueber	TBD	Allentown	Pennsylvania	TBD	(610) 442-7744	Not Yet Open
0538	RAP VENTURES, LLC	Alan Damashek/ Paul Blanchard	TBD	Ardmore	Pennsylvania	TBD	(760) 831-0402	Not Yet Open
0610	MAB MANAGEMENT, LLC	Anthony & Barbra Bianucci/ Chad Smith	TBD	Camp Hill	Pennsylvania	TBD	(571) 258-0228	Not Yet Open
0541	SOUTHSIDE FITNESS, LLC	Robert Rossitto/Alan Damashek/Paul Blanchard	TBD	Glen Mills	Pennsylvania	TBD	(917) 843-3386	Not Yet Open

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0540	NORTHBOUND FITNESS, LLC	Alan Damashek/Paul Blanchard	TBD	Newtown Square	Pennsylvania	TBD	(917) 843-3386	Not Yet Open
0899	TAYLOR FITNESS, LLC	Mark Popple & Taylor Popple	TBD	Northern Liberties	Pennsylvania	TBD	(570) 760-4477	Not Yet Open
0732	P&L FITNESS 1, LLC – Conshohocken	Kenneth Lane, III & Nick Peterson	8232 Germantown Avenue	Philadelphia	Pennsylvania	19118	(813) 789-2737	Not Yet Open
0869	TANGERINE RETAIL VENTURES III, LLC	Christopher Labishak & James Rosenbloom	TBD	South Hills	Pennsylvania	TBD	(412) 580-5713	Not Yet Open
0772	P&L FITNESS 1, LLC	Kenneth Lane, III & Nick Peterson	TBD	Springfield	Pennsylvania	TBD	(813) 258-2774	Not Yet Open
0539	5 WOOD, LLC	Robert Rossitto/Alan Damashek/Paul Blanchard	821 W Lancaster Ave	Wayne	Pennsylvania	19087	610-572-4789	Not Yet Open
0742	FITNESS CAPITAL VENTURES #2, LLC	Barbara Thompson/Jay Wagnon	4 Chapel View Blvd	Cranston	Rhode Island	02920	(401)830-2812	OPEN 09/26/2016
0192	ORANGE GODDESS I, LLC - Charleston	James E Weeks, III	975 Savannah Highway	Charleston	South Carolina	29407	(843) 277-9036	OPEN 9/19/14
0296	OG HORIZON, LLC	James E Weeks, III	1101 N Main Street	Summerville	South Carolina	29483	(843) 970-2144	OPEN 03/31/2016
0881	COLA 2, LLC	Joe Walker	10296 Two Notch Rd , Suite 2	Columbia	South Carolina	29229	(803) 486-2206	Not Yet Open
0882	COLA3, LLC	Joe Walker	4708 Forest Drive	Columbia	South Carolina	29206	(803) 630-5200	Not Yet Open
0875	JM GREENVILLE, LLC	James Weeks	1143 Woodruff Rd Suite B/C	Greenville	South Carolina	29607	(864) 697-2660	Not Yet Open
0430	GREENVILLE GODDESS I, LLC	Jamie Weeks	823 S Church Street	Greenville	South Carolina	29601	(864)729-4505	Not Yet Open
0883	COLA 4, LLC	Joe Walker	5230 Sunset Blvd Suite D	Lexington	South Carolina	29407	(803) 220-0080	Not Yet Open
0874	JM MT PLEASANT LLC	James Weeks	695 Johnnie Dodds Blvd	Mt Pleasant	South Carolina	29464	(845) 523-9938	Not Yet Open
0885	COLA 6 , LLC	Joe Walker	TBD	Myrtle Beach	South Carolina	TBD	-803 730-6131	Not Yet Open
0880	COLA1, LLC	Joe Walker	TBD	NW Columbia	South Carolina	TBD	(803) 730-6131	Not Yet Open
0774	CHARAL INVESTMENTS, LLC	Jami Feldman & Mark Feldman	2674 Celanese Rd , Ste 107	Rock Hill	South Carolina	29732	(803) 667-3388	Not Yet Open
0884	COLA 5, LLC	Joe Walker	TBD	Sumter	South Carolina	TBD	(803) 730-6131	Not Yet Open

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0144	SOFIT LLC - Nashville (TBD)	Brigitte & Don Edwards, Evan Latham	2104 Crestmoor Rd	Nashville	Tennessee	37215	615-800-6118	OPEN 9/25/15
0438	MISTRAL2015, LLC	Kelly & Greg McGowan	4615 Poplar Ave, Suite -12	Memphis	Tennessee	38117	(901)421-5785	OPEN 8/28/15
0260	MTC-33, LLC –	Michael Davis/William Davis	11674 Parkside Drive, Suite 674	Knoxville	Tennessee	37934	(865)223-6699	OPEN 7/24/15
0143	SEAFIT LLC -	Brigitte & Don Edwards	690 Old Hickory Blvd	Brentwood	Tennessee	37209	(615) 373-0333	OPEN 5/9/14
0145	RECON2013, LLC -	Gregory & Kelly McGowan/ Scot & Elizabeth James	9067 Poplar Ave , Suite 105	Germantown	Tennessee	38138	(901) 907-0298	OPEN 5/9/14
0366	TYC, LLC	Martine Mahoney/Robert Scot & Elizabeth James	281 Indian Lake Blvd , Suite 200	Hendersonville	Tennessee	37075	(615) 815-5970	OPEN 3/27/15
0435	JM CHATTANOOGA, LLC	James E Weeks, III	7407 IGOU Gap Road	Chattanooga	Tennessee	37421	(770) 953-2118	OPEN 3/22/16
0396	LKB FITNESS, LLC	Karen Meng	6720 Charlotte Pike Suite 102	Nashville	Tennessee	37209	(615) 933-0084	OPEN 12/31/2015
0154	MSL FRANKLIN LLC -	Meghan & Scott Littlejohn	3301 Aspen Grove Drive, Suite 107	Franklin	Tennessee	37067	(615) 504-1110	OPEN 12/19/14
0499	CORE&MORE, INC	Nancy & Jeffrey Rose	2961 Canada Road, Suite 111-112	Lakeland	Tennessee	38002	(901)302-6132	OPEN 10/30/15
0828	KNOX 2, LLC	Leah Braden, Michael Davis & William (Chris) Davis	122 North Forest Park Blvd	Knoxsville	Tennessee	37919	(865) 224-6480	Not Yet Open
0367	TYCMTJULIET, LLC – Mount Juliet	Martine Mahoney/Robert Scot & Elizabeth James	11199 Lebanon Road	Mount Juliet	Tennessee	37122	(615)981-3800	Not Yet Open
0240	Fit to Be LLC	Brigitte & Donald Edwards	1700 Division Street	Nashville	Tennessee	37203	(954) 683-5040	Not Yet Open
0155	MSL MURFREESBORO LLC - Murfreesboro	Meghan & Scott Littlejohn	TBD	TBD	Tennessee	TBD	(954) 349-1965	Not Yet Open
0320	VALENCIA FITNESS - CASTLE HILLS, LLC – Lewisville (Castle Hills)	James Webb/ Cathy O'Keefe	6201 N Josey Ln, #200	Lewisville	Texas	75056	(972) 521-8404	OPEN 8/7/15
0450	BISSONNET COACHING, LLC	James Potesta/Martin Reichenthal	2511 Bissonnet Street	Houston	Texas	77005	(832)510-2866	OPEN 8/28/15
0309	NORTH AUSTIN FITNESS PARTNERS II, LLC – Avery Ranch	Terry Blachek/Lesley & David Robertson/ & Marc Weinstein	14900 Avery Ranch Blvd , Suite A-100	Austin	Texas	78717	(512) 669-5272	OPEN 8/14/15
0188	VSB VENTURES I, LLC - Colleyville (Fort Worth)	Mason & Kim Mason/ Brett Hargrove/ Scott Watkins/Vernon Govender	4709 Colleyville Blvd , Suite 500	Colleyville	Texas	75034	(817) 840-3400	OPEN 8/14/14

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0110	CAMBIO –Management LLC	Martin Reichenthal	15890 Southwest Freeway, Suite 300	Sugar Land	Texas	77478	(281) 325-0018	OPEN 8/14/14
0244	VSB VENTURES II, LLC – Keller	Brett Hargrove/Vernon Govender/ Scott Watkins	101 Town Center Lane, Suite A108	Keller	Texas	76248	(817) 502-2525	OPEN 6/1/15
0256	OZONE FITNESS LLC – Sonterra	Carol Boaziz/Marc Knezevic	427 North Loop 1604 West 106	San Antonio	Texas	78232	(210) 802-4348	OPEN 5/8/15
0339	VALENCIA FITNESS – PRESTON HOLLOW, LLC – Preston Hollow	James Webb/ Cathy O'Keefre	7039 Walnut Hill Lane, Suite B20	Dallas	Texas	75225	(469)729-5866	OPEN 5/22/15
0138	K & M FITNESS I, LLC - Coppell (Dallas)	Mason & Kim Mason	240 N Denton Tap Rd Ste 440	Coppell	Texas	75019	(214) 300-9983	OPEN 4/4/14
0361	ALL SPORTS FITNESS STUDIOS LLC – Pearland	Alexandra Edward	9517 W Broadway, Suite 115	Pearland	Texas	77584	(281) 377-1723	OPEN 4/3/15
0140	K & M FITNESS III, LLC - Dallas (TBD)	Mason & Kim Mason	5290 Beltline Road, Suite 156	Dallas	Texas	75254	(214) 758-0338	OPEN 4/17/15
0131	OTF WEST PLANO, LLC - Plano - Dallas	James Webb / Cathy O'Keefe	2208 Dallas Parkway	Plano	Texas	75093	(972) 521-3500	OPEN 4/11/14
0104	AUSTIN FITNESS PARTNERS I, LLC - Austin	Terry Blachek	10721 Research Blvd , Suite A-100	Austin	Texas	78759	(512) 900-3223	OPEN 4/10/15
0715	KMP FITNESS V, LLC	Kim Mason/ Mason	5701 Bryan Irvin Road, Suite 106	Fort Worth	Texas	76132	(817)770-0181	OPEN 12/30/2016
0109	OTF FITNESS PARTNERS HOUSTON, LLC AND/OR ITS LLC ASSIGNEE -	Martin Reichenthal/ Johnny Carrabba/Jim Potesta/Brett Potesta	6415 A San Felipe Rd	Houston	Texas	77057	(713) 952-9917	OPEN 12/27/13
0754	CAMBIO INVESTORS LLC AND/OR ITS LLC ASSIGNEE – Webster	No Owner	136 West Bay Area Blvd	Webster	Texas	77598	832-598-7199	OPEN 12/23/2016
0301	I AM SECOND, INC – Lubbock	Lori & Ronald Bostick	5214 98th Street, Suite 300	Lubbock	Texas	79424	(806) 749-1200	OPEN 12/19/14
0236	WANGLEVY, LLC – Four Points	Ronald Levy & Stephanie Wang-Levy	7301 N FM 620, Suite 175	Austin	Texas	78726	(512) 368-9343	OPEN 12/18/14
0268	K & M FITNESS IV, LLC – Fort Worth SW	Mason & Kim Mason	2600 West 7th Street, Suite 131	Fort Worth	Texas	76107	(817)888-8842	OPEN 11/25/15
0130	OTF FRISCO, LLC - Frisco	James Webb/ Cathy O'Keefe	4350 W Main St , Suite 100	Frisco	Texas	75034	(972) 521-3600	OPEN 11/21/14
0813	VALENCIA FITNESS – NORTH PLANO, LLC – North Plano	James Webb	8245 Preston Road	Plano	Texas	75024	469-708-2090	OPEN 11/18/2016

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0645	MAXIMUM FITNESS, LEANDER LLC	David Pikoff/ Jonathan Pikoff	3421 N Lakeline Blvd	Leander	Texas	78641	(512)807-0443	OPEN 11/17/2016
0691	KMM Fitness III LLC	Kim Mason/Mason Mason/Matthew Moyer	419 WSW Loop	Tyler	Texas	75701	(903)705-6580	OPEN 11/11/2016
0711	TRIANGLE FITNESS PARTNERS, LLC	Terry Blachek	4601 N Lamar Blvd	Austin	Texas	78751	(512)807-0446	OPEN 10/27/2016
0643	MAXIMUM FITNESS, WESTLAKE LLC	David Pikoff/ Jonathan Pikoff	3300 Bee Cave Road	Austin	Texas	78746	(512)807-0441	OPEN 10/20/2016
0139	K & M FITNESS II, LLC - Dallas Preston-Frankford	Mason & Kim Mason	18101 Preston Road, Unit 105	Dallas	Texas	75252	(214)679-9270	OPEN 10/10/14
0212	Ture Grit Fit, LLC	David Stein/Megan Stein	1765 North Town East Blvd , Suite 141	Mesquite	Texas	75150	(972) 698-0525	OPEN 10/10/14
0672	5A FITNESS LAREDO #1, L L C	Alejandra & Alfonso Arguindegui	3502E Del Mar	Laredo	Texas	78045	(956) 286-8300	OPEN 10/07/2016
0205	VALENCIA FITNESS-ALLEN, LLC - Allen	James Webb -/ Cathy O'keepe	945 W Stacy Road, Suite 100	Allen	Texas	75013	(972) 521-3700	OPEN 1/30/15
0308	Cowan Fitness South Round Rock LLC	Kathy Conan/Greg Conan	661 Louis Henna Blvd , Suite 450	Round Rock	Texas	78664	(512) 969-6625	OPEN 1/23/15
0472	SAWYER HEIGHTS COACHING LLC – Sawyer Heights	Martin Reichenthal & James Potesta	2313 Edwards Street	Houston	Texas	77007	(832)916-2138	OPEN 09/30/2016
0132	OTF SOUTHLAKE, LLC - Southlake	James x Webb x / Kathy o'Keefe	621 E Southlake Blvd, Ste 100	Southlake	Texas	76092	(871)796-9660	OPEN 09/08/2016
0529	VSB VENTURES III, LLC	G Brett Hargrove/Scott Watkins/Vernon Govender	4000 S Points Blvd # 155	Arlington	Texas	76018	(817) 419-2505	OPEN 08/19/2016
0651	KMM Fitness I LLC	Kim Mason/ Mason Mason/ Matthew Moyer	1428 Wooded Acres Drive #116	Waco	Texas	76710	(254)265-7222	OPEN 08/05/2016
0516	AVANTI FITNESS, LLC	Javier Ramos	1691 State Highway 46W	New Braunfels	Texas	78132	(830) 312-4660	OPEN 07/14/2016
0105	COWAN FITNESS NORTH ROUND ROCK LLC – Round Rock University	Gregory & Kathy Cowan	311 University Blvd	Round Rock	Texas	78665	512-954-9333	OPEN 07/08/2016
0338	VALENCIA FITNESS – MCKINNEY, LLC – McKinney	James Webb/ Cathy O'Keefe	15910 Eldorado Parkway	Frisco	Texas	75035	(469)634-2100	OPEN 06/03/2016
0241	BRIGHT OCEAN 1, LLC – Lakeway	Ronald Levy & Stephanie Wang-Levy	1516 620 South	Lakeway	Texas	78734	(512)430-1373	OPEN 05/19/2016
0405	MIH FITNESS I LLC – Copperfield	Alex Garcia/Sara Castillo/ Jose Malaga	9925 Barker Cypress Road, Ste 143	Cypress	Texas	77433	(281)661-1006	OPEN 04/07/2016

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0618	INTERVAL FITNESS OF MIDLAND, LLC	Evans Etheredge/Ron Bostick	4410 N Midkiff Road	Midland	Texas	79705	(806) 441-9094	OPEN 02/27/2016
0349	MTM FITNESS, LLC –	Tamer Youssef/Alan Tolba/ Matthew Tolba	9500 South I H 35 Frontage Road, Suite L800	Austin	Texas	78748	(512) 969-6626	OPEN 01/08/2016
0530	VALENCIA FITNESS - ROCKWALL, LLC	Cathy O'Keefe/Marc Hite/James Webb	601E FM544 Suite 300	Murphy	Texas	75094	(972)335-0809	OPEN 01/08/2016
0471	CINCO RANCH COACHING, LLC	James Potesta/Martin Reichenthal	23144 Cinco Ranch Blvd,	Katy	Texas	77494	(281)727-0098	OPEN 01/05/2016
0297	CAMBIO MANAGEMENT IV LLC - West Houston	Martin Reichenthal/James Potesta	700 Town and Country Blvd , Suite 2430	Houston	Texas	77024	(281)769-1064	OPEN 4/17/15
0644	MAXIMUM FITNESS, LAKELINE LLC	David Pikoff/ Jonathan Pikoff	13000 N FM 620 RD SB , suite 105	Lakeline	Texas	78750	(512)807-0442	OPEN 12/2/2016
0350	RDK FITNESS I VINTAGE, LLC	Keri DesAutels & Ryan DesAutels	15556 Cutten Road, Suite 100	Houston	Texas	77070	(281) 656-6645	OPEN 1/30/15
0862	FITNESS PREMISE ABILENE, LLC	Hassan Farid, Tamara Savage, Amani Farid, Brad Wilson & Keeli Wilson & Walid Zaza	TBD	Abilene	Texas	TBD	(806) 789-7169	Not Yet Open
0750	SOUTH LAMARFITNESS PARTNERS, LLC	Terry Blachek	1100 S Lamar Blvd	Austin	Texas	78704	(512) 807-0400	Not Yet Open
0920	SUNSET VALLEY FITNESS LLC	Terry Blachek	5601 Brodie Lane Suite 1200B	Austin	Texas	78745	-512 807-0404	Not Yet Open
0817	DOMAIN FITNESS PARTNERS LLC	Terry Blachek	3100 Esperamza Crossing, Suite 118	Austin	Texas	78758	-813 817-9645	Not Yet Open
0783	KEY-FIT, LLC	Kelly Faldyn	TBD	Bandera	Texas	TBD	(512) 422-2993	Not Yet Open
0690	KMM FITNESS II LLC	Kim Mason/Mason Mason/Matthew Moyer	TBD	Cedar Hill	Texas	TBD	(214) 679-9270	Not Yet Open
0749	CEDAR PARK FITNESS PARTNERS, LLC	Terry Blachek	5001 183 A Toll Rd , Ste L100	Cedar Park	Texas	78613	(512) 807-0402	Not Yet Open
0713	AVANTI FITNESS OF SCHERTZ, LLC	Manuel Torres/ Javier Ramos	513 Cibolo Valley Drive	Cibolo	Texas	78108	(210)510-0299	Not Yet Open
0947	Circle C Fitness, LLC	Alan Tolba/Emad Yacoub/Peter Bolos	TBD	Circle C	Texas	TBD	TBD	Not Yet Open
0818	COLLEGE STATION FITNESS PARTNERS LLC	Terry Blachek	TBD	College Station	Texas	TBD	(813) 817-9645	Not Yet Open
0681	KALKAI FITNESS, LLC	Ron Levy/ Stephanie Wang-Levy	TBD	Dripping Springs	Texas	TBD	(512) 993-0470	Not Yet Open

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0879	VALENCIA FITNESS – FLOWER MOUND, LLC	James Webb	TBD	Flower Mound	Texas	75028	(469) 682-4192	Not Yet Open
0832	VSB VENTURES IV, LLC	G Brett Hargrove, Scott Watkins & Vernon Govender	9700 Feather Grass Lane	Ft Worth	Texas	76177	(214) 673-5425	Not Yet Open
0627	SIX FOURTEEN TWELVE I, LLC	Ashley Prewitt	TBD	Georgetown	Texas	TBD	(512) 569-1937	Not Yet Open
0621	COWAN FITNESS, LLC	Greg & Kathy Cowan	4810 Gattis School Road	Hutto	Texas	78634	(512) 298-3350	Not Yet Open
0406	MIH FITNESS II LLC – Kingwood	Alex Garcia/Sara Castillo	TBD	Kingwood	Texas	TBD	(305) 962-1639	Not Yet Open
0933	5A FITNESS MCALLEN #1, L L C	Alejandra Arguindegui & Alfonso Arguindegui	5800 North 10th Street Bldg , Suite 110	McAllen	Texas	78504	(956) 331-2181	Not Yet Open
0941	Central Austin Fitness Partners, LLC	Terry Blachek	TBD	Mueller	Texas	TBD	TBD	Not Yet Open
0849	INTERVAL FITNESS OF ODESSA, LLC	Evans Etheredge, Ron Bostick & Ryman Peters	6147 E Highway 191	Odessa	Texas	79762	(432) 362-9055	Not Yet Open
0876	VALENCIA FITNESS- WEST FRISCO, LLC	James Webb	3555 Legacy Drive	Plano	Texas	75023	(469) 682-4192	Not Yet Open
0778	VALENCIA FITNESS – PROSPER, LLC	James Webb	TBD	Prosper	Texas	TBD	(469) 682-4192	Not Yet Open
0620	VALENCIA LAKE RH, LLC	Marc Hite	1063-103 East Interstate 30	Rockwall	Texas	75087	(469)651-1410	Not Yet Open
0773	CAMBIO INVESTORS LLC AND OR ITS LLC	James Potesta & Martin Reichenthal	TBD	Rosenberg	Texas	TBD	(713) 315-0969	Not Yet Open
0863	FITNESS PREMISE SAN ANGELO, LLC	Amani Farid, Brad Wilson, Hassan Farid, Keeli Wilson, Tamara Savage & Walid Zaza	TBD	San Angelo	Texas	TBD	(806) 789-7169	Not Yet Open
0851	STONE RIDGE FITNESS PARTNERS, LLC	Terry Blachek	20935 US Highway 281	San Antonio	Texas	78258	(210) 899-0098	Not Yet Open
0852	LACONTERRA LLC	Terry Blachek	TBD	San Antonio	Texas	TBD	(813) 817-8645	Not Yet Open
0853	THE QUARRY FITNESS PARTNERS LLC	Terry Blachek	11600 Bandera Rd	San Antonio	Texas	78250	(210) 899-0099	Not Yet Open
0676	XDJ, LLC	John Nguyen	5619 NW Loop 1604	San Antonio	Texas	78253	(210)899-0100	Not Yet Open
0751	WALLINGMONT FITNESS LLC	Joe Lee	12055 Vance Jackson Rd	San Antonio	Texas	78230	(210) 899-0044	Not Yet Open

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0628	SIX FOURTEEN TWELVE II, LLC	Ashley Prewitt	243 Wonder World Drive	San Marcos	Texas	78666	(512)357-3057	Not Yet Open
0745	MIH Fitness III, LLC	Alex Garcia/ Sara Castillo	TBD	Spring	Texas	TBD	(305)962-1639	Not Yet Open
0678	EWING PEARL INVESTMENTS LIMITED LIABILITY COMPANY	Jana Pickett	12314 N IH 35,	Tech Ridge	Texas	78753	(662) 317-0172	Not Yet Open
0753	CAMBIO INVESTORS LLC AND/OR ITS LLC ASSIGNEE	James Potesta/Martin Reichenthal	4747 Research Forest Drive	Woodlands	Texas	TBD	(850) 450-2678	Not Yet Open
0226	HEARTZONE FITNESS III, LLC – Cottonwood Heights	David & Jeannette Morrocco	6953 1300 E	Cottonwood Heights	Utah	84047	(801) 463-6748	OPEN 9/25/15
0228	TLJ TWO, LLC – Salt Lake City (Downtown)	Albert & Jill Sanchez & Tempe Connell	602 East 500 South	Salt Lake City	Utah	84102	(801) 255-9050	OPEN 2/27/15
0381	A WOLF FITNESS, INC – American Fork – Lehi	Alex & Lacey Caputo	1345 S State Street	Orem	Utah	84097	(801)896-9058	OPEN 11/6/15
0393	HBTANNER HOLDINGS I LLC – Bountiful	Russell & Lauren Tanner	85 West 500 South	Bountiful	Utah	84010	(801)784-6477	OPEN 10/9/15
0224	HEARTZONE FITNESS I, LLC –	David & Jeannette Morrocco	11516 District Drive, Suite 600	South Jordan	Utah	84095	(801) 758-0500	OPEN 10/17/14
0394	HBTANNER HOLDINGS II LLC – Layton	Russell & Lauren Tanner	200 N Flint Street	Kaysville	Utah	84037	(801) 710-4496	OPEN 10/06/2016
0225	HEARTZONE FITNESS II, LLC –	David & Jeannette Morrocco	10261 S State Street	Sandy	Utah	84070	801-821-4675	OPEN 06/24/2016
0518	TLJ THREE, LLC	Albert Lucas & Jill Sanchez/Tempe Connell	1678 Redstone Center Drive #110	Park City	Utah	84098	(435)575-5575	OPEN 05/12/2016
0528	AWOLF FITNESS, LLC	Alex & Lacey Caputo	TBD	American Folk – Lehi	Utah	TBD	(480) 823-1945	Not Yet Open
0727	HEARTZONE FITNESS IV, LLC – Draper	David & Jeanette Morrocco	111 East 13800 South	Draper	Utah	84020	(801) 696-4652	Not Yet Open
0204	TLJ ONE, LLC -	Lucas & Jill Sanchez/Tempe Connell	TBD	TBD	Utah	TBD	(406) 698-0888	Not Yet Open
0375	RIVER5 FITNESS LLC –	Dunn Loring /Gaurave Batta	2672 Avenir Place, D200	Vienna	Virginia	22180	(703) 222-2651	OPEN 9/14/15
0201	MDMS CAPITAL VA1, LLC -	Sheila Muzin/Mark Steverson/ Craig Donnelly/Patrick Maritato	1776 Wilson Blvd	Arlington	Virginia	22209	(571) 431-6140	OPEN 8/29/14
0202	MDMS CAPITAL VA2, LLC	Sheila Muzin/Mark Steverson/ Craig Donnelly/Patrick Maritato	4201 Wilson Blvd	Arlington	Virginia	22203	(571-257-0050	OPEN 7/15/15

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0062	RA LIFE, LLC - Fairfax	Alan Luchnick	13063 Lee Jackson Memorial Hwy	Fairfax	Virginia	22033	(703) 961 8985	OPEN 12/11/13
0267	JKOLA FITNESS TWO, LLC – Sterling	Stephen Kolakowski/Jill Myers	20806 Edds Lane	Sterling	Virginia	20165	(571) 257-0077	OPEN 11/6/15
0196	JKOLA FITNESS ONE, LLC - Lansdowne	Stephen Kolakowski/Jill Myers	44050 Ashburn Village Shopping Center, Unit #189	Ashburn	Virginia	20147	(703) 881-9110	OPEN 11/21/14
0419	S VA FITNESS R1, LLC – Short Pump	Robert Mark Blum/Robert Turner	11819 W Broad St	Henrico	Virginia	23233	-804 823-7530	OPEN 10/9/15
0812	MDMS CAPITAL VA4 LLC	Craig Donnelly, Patrik Mariato, Sheila Muzin & Mark Steverson	TBD	Clarendon	Virginia	TBD	(240) 535-0055	OPEN 10/30/2016
0462	S VA FITNESS R3 LLC	R Mark Blum & R Kyle Turner	15801 City View Drive	Midlothian	Virginia	23113	804-510-0300	OPEN 10/28/2016
0796	SIF I LLC – Fairfax City	Brian Laubscher & Gary Vaughan	10621 Braddock Road Suite 1	Fairfax	Virginia	22032	(703) 595-2231	OPEN 10/22/2016
0764	KALYAN NEWPORT NEWS FITNESS, LLC	Dylan Patel, Nick Patel & Rita Patel	12515 Jefferson Ave	Newport News	Virginia	23602	(757) 849-0220	OPEN 10/20/2016
0757	2MD FITNESS LLC	Mary & Michael Davis	1005 Port Republic Road	Harrisonburg	Virginia	22801	(540) 326-2314	OPEN 10/15/2016
0464	MDMS CAPITAL VA3, LLC	Craig Donnelly/ Mark Steverson/ Patrick Maritato/ Sheila Muzin	1221 S Fern Street	Arlington	Virginia	22202	-571 349-0033	OPEN 08/12/2016
0634	DYER FITNESS, LLC	Tolan Dyer/ Abigail Dyer	2111 Princess Anne Rd , Ste 106	N Virginia Beach	Virginia	22314	-757 802-3280	OPEN 08/05/2016
0636	G3 FITNESS GROUP DC1, LLC	George & Nicole Leppert	14062 Promenade Commons St	Gainesville	Virginia	20155	(571) 222-5448	OPEN 05/20/2016
0482	BAA MANAGEMENT, LLC	Barbara & Anthony Bianucci	1101 King Street, Ste 110[a]	Alexandria	Virginia	22314	-571 919-0379	OPEN 05/15/2016
0802	BBAB MANAGEMENT, LLC – West Alexandria	Anthony Bianucci & Barbara Bianucci	TBD	Alexandria	Virginia	TBD	(703) 731-4854	Not Yet Open
0925	2MD HOKIES LLC	Mary & Michael Davis	TBD	Blacksburg	Virginia	TBD	(540) 746-6110	Not Yet Open
0921	G3 FITNESS GROUP III, LLC	George & Nicole Leppert	TBD	Bristow	Virginia	TBD	(936) 588-0603	Not Yet Open
0797	SIF II LLC	Brian Laubscher & Gary Vaughan	TBD	Burke	Virginia	TBD	(571) 212-1275	Not Yet Open
0748	SMASH FITNESS, LLC – Charlottesville	Toni Halkos	1935 Arlington Blvd #M006	Charlottesville	Virginia	22903	(434) 483-5757	Not Yet Open

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0901	KFIT CHESAPEAKE, LLC	Robert Killen & Kimon Theodore	940 Cedar Road Suite #108	Chesapeake	Virginia	23322	(757) 785-4455	Not Yet Open
0892	SIF III, LLC – Lorton – Fairax Station	Brian Laubscher & Gary Vaughan	9027 Silverbrook Road Suite 101	Fairfax Station	Virginia	22039	(703) 424-9894	Not Yet Open
0708	MAMMOTH FITNESS, LLC	Kerri Johnson & Marc Johnson	455 South Maple Unit C	Falls Church	Virginia	22046	(403) 998-1501	Not Yet Open
0762	KALYAN FREDERICKSBURG FITNESS, LLC	Dylan Patel, Nick Patel & Rita Patel	10002 Southpoint Parkway	Fredericksburg	Virginia	22407	(804) 677-8889	Not Yet Open
0801	BA MANAGEMENT, LLC	Anthony Bianucci & Barbara Bianucci	TBD	Kingstown	Virginia	TBD	(703) 731-4854	Not Yet Open
0922	G3 FITNESS GROUP IV, LLC – SE Manassas	George & Nicole Leppert	TBD	Manassas	Virginia	TBD	(936) 588-0603	Not Yet Open
0637	G3 FITNESS GROUP DC1, LLC	George Leppert & Nicole Leppert	6625 Old Dominion Drive	Mclean	Virginia	22101	(936) 588-0603	Not Yet Open
0799	HART FITNESS 3 INC	Kevin Hart	TBD	Montclair	Virginia	TBD	(954) 394-4004	Not Yet Open
0790	RESTON HEARTRATE FITNESS, LLC	Gary Long & Stephen Kolakowski	TBD	Reston	Virginia	TBD	(443) 838-3111	Not Yet Open
0926	2MD ROANOKE LLC	Mary & Michael Davis	TBD	Roanoke	Virginia	TBD	(540) 746-6110	Not Yet Open
0763	KALYAN STAFFORD FITNESS, LLC	Dylan Patel, Nick Patel & Rita Patel	TBD	Stafford	Virginia	TBD	(804) 677-8889	Not Yet Open
0913	DYER FITNESS 2, LLC – Virginia Beach - Hilltop	Abigail & Tolan Dyer	737 First Colonial Road Suite #216	Virginia Beach	Virginia	23451	(757) 828-1228	Not Yet Open
0461	S VA FITNESS R2, LLC	Robert Turner/ Robert Mark Blum	TBD	West End	Virginia	TBD	(256) 529-8181	Not Yet Open
0937	TUGBOAT FITNESS LLC	Edward & Tami Walton	TBD	Williamsburg	Virginia	TBD	(254) 466-5059	Not Yet Open
0798	HART FITNESS 2 INC – Lake Ridge	Kevin Hart	4172 Merchant Plaza	Woodbridge	Virginia	22192	(571) 589-8088	Not Yet Open
0840	S VA FITNESS R4, LLC	Mark Blum & Kyle Turner	TBD	Woodlake	Virginia	TBD	(256) 529-8181	Not Yet Open
0407	JTSB FITNESS ONELLC – Issaquah	John Williams	16535 NE 76th St	Redmond	Washington	98052	-425 522-4838	OPEN 5/2/14
0160	BHE of Capitol Hill, LLC	Kevin Turner/Matthew Hill	519 East Broadway Ave , Ste 8	Seattle	Washington	98102	(206) 467-1690	OPEN 4/25/14
0581	BHE of BALLARD, LLC	Kevin Turner/ Matthew Carey	2032 NW Market Street	Seattle	Washington	98107	206-330-0510	OPEN 10/06/2016

Studio #	Franchisee	Franchisee Members	Street Address	City	State	Zip	Telephone	Status
0159	BHE of Lower Queen Anne, LLC	Kevin Turner/Matthew Carey	500 Mercer St	Seattle	Washington	98109	(206)282-0557	OPEN 1/15/15
0583	BHE of MILL CREEK, LLC	Kevin Turner/ Matthew Carey	12902 Bothell Everett Highway	Everett	Washington	98208	(206)330-0511	OPEN 07/28/2016
0584	BHE of U District, LLC	Kevin Turner/ Matthew Carey	7317 35th Avenue NE	Seattle	Washington	98115	(206)330-0502	OPEN 07/27/2016
0571	ASHWORTH INVESTORS, LLC	David Lovell, Jr / Kyle A Anderson/ Michelle Abbott/ Mr Tyler Abbott	18336 Aurora Avenue N	Shoreline	Washington	98133	-206 504-1511	OPEN 02/25/2016
0484	MISSFIT VENTURES SOUTH, LLC	Richard Cote/Melissa Cote	2620 East 29th Ave	Spokane	Washington	99223	-509 774-0636	OPEN 12/18/15
0587	BHE of MAPLE VALLEY, LLC	Kevin Turner/ Matthew Carey	26555 Maple Valley Black Diamond SE Suite 102	Maple Valley	Washington	98038	-206 330-0509	OPEN 09/22/2016
0473	KAIZEN CULTURE LLC	Ryan Casey/ Patrick Casey/ Sherilynn Casey	22627 Bothell Everett Highway (SR 527) Suite A	Bothell	Washington	98201	(425)318-7353	OPEN 05/13/2016
0578	BHE of BELLEVUE CBD, LLC	Kevin Turner/ Matthew Carey	30 Bellevue Way NE	Bellevue	Washington	98004	(206)785-9190	Not Yet Open
0582	BHE of BELLEVUE SUB, LLC	Kevin Turner/ Matthew Carey	TBD	Bellevue Sub	Washington	TBD	(425) 455-5687	Not Yet Open
0512	FITZONE 4 LLC	Chad Rudolph/ Kevin Scott/ Steve Caldwell	TBD	Camas	Washington	TBD	(206) 232-6554	Not Yet Open
0577	BHE of FREMONT, LLC	Kevin Turner/ Matthew Carey	TBD	Fremont	Washington	TBD	(425) 455-5687	Not Yet Open
0513	JM VANCOUVER, LLC	James E Weeks, III	TBD	Hazel Dell	Washington	TBD	(206) 412-1118	Not Yet Open
0408	JTSB FITNESS TWO, LLC	John Williams	TBD	Issaquah	Washington	TBD	TBD	Not Yet Open
0579	BHE of KIRKLAND, LLC	Kevin Turner/ Matthew Carey	TBD	Kirkland	Washington	TBD	(425) 455-5687	Not Yet Open
0585	BHE of LYNNWOOD, LLC	Kevin Turner/ Matthew Carey	TBD	Lynnwood	Washington	TBD	(479) 381-2500	Not Yet Open
0588	BHE of MERCER ISLAND, LLC	Kevin Turner/ Matthew Carey	TBD	Mercer Island	Washington	TBD	(479) 381-2500	Not Yet Open
0485	MISSFIT VENTURES NORTH, LLC	Richard Cote/Melissa Cote	TBD	North Spokane	Washington	TBD	(509) 995-0676	Not Yet Open
	BHE of NORTHGATE, LLC	Kevin Turner/ Matthew Carey	TBD	Northgate	Washington	TBD	(425) 455-5687	Not Yet Open

Studio #	Franchisee	Franchisee Members	Street Address	City	State	Zip	Telephone	Status
0474	KAIZEN CULTURE II LLC	Ryan Casey/ Patrick Casey/ Sherilynn Casey	TBD	Renton	Washington	TBD	(714) 348-9481	Not Yet Open
0660	MISSFIT VENTURES RICHLAND, LLC	Melissa Cote/ Richard Cote	1020 Queensgate Dr	Richland	Washington	99352	(509) 466-4195	Not Yet Open
0447	JTSB FITNESS THREE, LLC	John Williams	TBD	Sammamish	Washington	TBD	(425) 221-7956	Not Yet Open
0580	BHE OF BELLTOWN, LLC	Kevin Turner & Matthew Carey	2310 5th Ave , Suite 3	Seattle	Washington	98121	(425) 455-5687	Not Yet Open
0586	BHE of WEST SEATTLE, LLC	Kevin Turner/ Matthew Carey	TBD	West Seattle	Washington	TBD	(479) 381-2500	Not Yet Open
0823	BNC FITNESS, LLC	Brock Meadows	3034 Champion Drive	Barboursville	West Virginia	25504	(304) 521-1500	Not Yet Open
0824	BNC FITNESS II, LLC	Brock Meadows	TBD	Charleston	West Virginia	TBD	(740) 262-6211	Not Yet Open
0096	KC DELAFIELD, LLC	Kevin Scharnek	3149 Golf Road	Delafield	Wisconsin	53018	262-510-0566	OPEN 10/06/2016
0095	POSTCARD FITNESS LLC - Brookfield	Kevin Scharnek	15375 West Bluemound Road	Brookfield	Wisconsin	53005	(262) 439-8402	OPEN 05/02/2014
0441	BEN I FIT LLC	Ann & Jason Benish	11305 N Cedarburg	Mequon	Wisconsin	53092	262-457-7880	OPEN 03/25/2016
0341	RADIANT EMBER LLC – SW Madison	Eric Funcke/Ann Simmons	2501 W Beltline Highway, Suite 105	Madison	Wisconsin	53713	(608) 709-8099	OPEN 4/10/15
0340	LIVE EMBER LLC – NW Madison/Middleton	Eric Funcke, Ann Simmons	7803 Mineral Point Road	Madison	Wisconsin	53717	(608)960-4044	OPEN 12/11/15
0831	KC SHOREWOOD, LLC	Kevin Scharnek	4155 N Oakland Avenue	Shorewood	Wisconsin	53211	(414) 930-4545	Not Yet Open

EXHIBIT L-2 TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

NAME	CITY	STATE	BUSINESS TELEPHONE NUMBER	DATE	REASON
Steven C Stansberry	Clovis	California	916-524-2461	4/25/16	Sale of Franchise license (Owner of other Franchise license)
Steven C Stansberry	Elk Grove East	California	916-524-2461	12/7/16	Sale of Franchise license (Owner of other Franchise license)
Oswaldo A Armitano and Maria C Perez[1]	Shelton	Connecticut	786-554-1611	4/20/17	Sale of Franchise License
Terry Blachek & Vincent Jackson	Carrollwood	Florida	813-817-9645	5/5/16	Sale of Franchise license (Blachek – Owner of other Franchise licenses)
Terry Blachek & Bianca Mize	Channelside	Florida	813-817-9645	5/5/16	Sale of Franchise license Blachek – Owner of other Franchise licenses
Randall Bowers	Delray Beach	Florida		8/9/16	Sale of Franchise license
Keith Keltner	Royal Palm Beach	Florida	608-213-7069	10/27/16	Sale of Franchise license
Terry Blachek & Vincent Jackson	Sarasota	Florida	813-817-9645	5/5/16	Sale of Franchise license (Blachek - Owner of other Franchise licenses)
Bobbi G Hoobler	Vero Beach	Florida	954-815-1912	4/14/16	Sale of Franchise license
Terry Blachek, Robert Prager, Randall Kella & Joseph Dawson	Wesley Chapel	Florida	813-817-9645	5/5/16	Sale of Franchise license (Blachek – Owner of other Franchise licenses)
Ahmad Haram & Michael Haram	Douglasville	Georgia	404-944-9834	10/6/16	Sale of Franchise license (Owner of other Franchise licenses)
Antoinette Croyder & Arabelle Jureidini	Marietta	Georgia	678-591-4034	11/22/16	Sale of Franchise license
Dana Brower, Amanda Hess & Roy Scott Stewart	Savannah	Georgia	678-642-1114	6/14/16	Sale of Franchise license (Owner of other Franchise license)
Dana Brower, Amanda Hess & Roy Scott Stewart	Stockbridge	Georgia	678-642-1114	6/14/16	Sale of Franchise license (Owner of other Franchise license)
Jay Wagnon & Barbara Thompson	Shrewsbury	Massachusetts	917-407-3330	6/14/16	Sale of Franchise license (Owner of other Franchise licenses)

NAME	CITY	STATE	BUSINESS TELEPHONE NUMBER	DATE	REASON
Scott Marcus	Canton	Michigan	248-645-2600	6/16/16	Sale of Franchise license (Owner of other Franchise licenses)
Susan Gozdowski	Grand Rapids	Michigan	224-645-1429	10/7/16	Sale of Franchise license (Owner of other Franchise license)
Jeffrey & Karen Edris & Mitchell & Stacie Wagner	Durango	Nevada	480-272-1437 480-502-4663	6/21/16	Sale of Franchise license Owners of other franchise licenses
Frank & Laura Caputo	Henderson	Nevada	480-822-0009	11/9/16	Sale of Franchise license
Frank & Laura Caputo	Mountains Edge	Nevada	480-822-0009	11/9/16	Sale of Franchise license
Jeffrey & Karen Edris & Mitchell & Stacie Wagner	North Las Vegas	Nevada	480-272-1437 480-502-4663	6/21/16	Sale of Franchise license Owners of other franchise licenses
Frank & Laura Caputo	Northwest Centennial	Nevada	480-822-0009	11/9/16	Sale of Franchise license
Martin Lacoix	Summerlin	Nevada	310-622-3074	8/31/16	Sale of Franchise license
Robert Grant	Moorestown	New Jersey	609-922-2133	9/29/16	Sale of Franchise license (Owner of other Franchise license)
Christina Carrasquillo & Carmen Rivera	New Hyde Park	New York	516-606-7628	11/15/16	Sale of Franchise license
Timothy & Mia Shannon	Holly Springs	North Carolina	407-730-7771	7/15/16	Sale of Franchise license
John F Maybank, Jr	Charleston	South Carolina	843-266-0728	7/27/16	Sale of Franchise license
John F Maybank, Jr & Mary Ann Stisher	Greenville	South Carolina	843-266-0728	7/27/16	Sale of Franchise license
John F Maybank, Jr	Summerville	South Carolina	843-266-0728	7/27/16	Sale of Franchise license
David & Tammie Regelean	Mesquite	Texas	972-877-3749	11/1/16	Sale of Franchise license
Roger Graham[1]	Dripping Springs	Texas	512-673-0051	01/19/17	Sale of Franchise License
Terry Blachek	North Round Rock	Texas	813-817-9645	1/27/16	Sale of Franchise license Owner of other Franchise licenses
James H Webb, Jr	Rockwall	Texas	469-682-4192	8/31/16	Sale of Franchise license Owner of other Franchise license

NAME	CITY	STATE	BUSINESS TELEPHONE NUMBER	DATE	REASON
Terry Blachek, Lesley & David Robertson & Audra & Marc Weinstein	Round Rock	Texas	813-817-9645	4/18/16	Sale of Franchise license Owners of other Franchise licenses
Chad Rudolph, Steve Caldwell & Kevin Scott	Hazel Dell	Washington	425-829-2333	12/22/16	Sale of Franchise License (Owner of other Franchise licenses)

(1) This transfer occurred in 2017

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

EXHIBIT M TO THE DISCLOSURE DOCUMENT

FORM OF FRANCHISE COMPLIANCE CERTIFICATE

FORM OF FRANCHISE COMPLIANCE CERTIFICATION

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

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

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

Yes _____ No _____

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

Yes _____ No _____

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

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

Yes _____ No _____

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

_____

_____

_____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

_____

_____

_____

9 Do you acknowledge and understand that no parent or affiliate of ours promises to back us financially or otherwise guarantees our performance or commits to perform post-sale obligations for us?

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

16 If you have answered "Yes" to any one of questions 12-15, please provide a full explanation of each "Yes" answer in the following blank lines (Attach additional pages, if necessary, and refer to them below)

_____

_____

_____

17 Do you understand that the Franchise Agreement, Addendum (if any) and related agreements contain the entire agreement between you and us concerning the ORANGE THEORY® Studio franchise, meaning that any prior oral or written statements not set out in the Franchise Agreement, Addendum (if any) or related agreements will not be binding?*

Yes _____ No _____

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

18 Do you understand that, except as provided in the FDD, nothing stated or promised by us that is not specifically set forth in the Franchise Agreement, Addendum (if any) and related agreements can be relied upon?

Yes _____ No _____

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

[*Signature Page Follows*]

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

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

FRANCHISEE APPLICANT

_____
Signature

_____
Printed Name

_____, 20__
Date

_____
Signature

_____
Printed Name

_____, 20__
Date

_____
Signature

_____
Printed Name

_____, 20__
Date

_____
Signature

_____
Printed Name

_____, 20__
Date

[*Signature Page to ORANGE THEORY® Studio Franchise Compliance Certification*]

EXHIBIT N TO THE DISCLOSURE DOCUMENT

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the area representative agreement and franchise agreement and other information in plain language Read this disclosure document and all agreements carefully

If Ultimate Fitness Group, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first

If Ultimate Fitness Group, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and any applicable state agency (as listed in Exhibit "A" to this disclosure document)

The franchisor is Ultimate Fitness Group, LLC, located at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 Its telephone number is (954) 530-6903

We authorize the respective state agencies identified on Exhibit "A" to receive service of process for us if we are registered in the particular state

Issuance Date April 14, 2017, as Amended July 28, 2017

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

Name	Principal Business Address	Telephone Number
□ David Long □ Jerome Kern □ David Hardy □ Daniel Adelstein □ Gregg Koffler □ Kristen Swinehart	6000 Broken Sound Parkway NW, Suite 200 Boca Raton, FL 33487	(954) 530-6903
□ _____ (insert name of Area Representative from Exhibit K for prospective franchisee's area, if any)	See Exhibit K for information about Area Representatives (if any) in your area	See Exhibit K for information about Area Representatives (if any) in your area

I received a disclosure document dated April 14, 2017, as Amended July 28, 2017 (the state effective dates are listed on the pages preceding the table of contents) The disclosure document included the following exhibits

A List of State Agencies/Agents for Service of Process
B Franchise Agreement
C Financial Statements
D Conditional Assignment of Telephone Numbers and Listings and Internet Addresses
E Form of Addendum to Lease Agreement
F Table of Contents of Operations Manual
G State Specific Addenda and Riders
H Owner's Guaranty
I Owner's Statement
J Nondisclosure and Noncompetition Agreement
K Information About Area Representatives
L-1 List of Current Franchisees
L-2 List of Franchisees Who Have Left the System
M Form of Franchise Compliance Certificate
N Receipts

_____
Prospective Franchisee

_____
Print Name

_____
Date

KEEP THIS COPY FOR YOUR RECORDS

RECEIPT

This disclosure document summarizes certain provisions of the area representative agreement and franchise agreement and other information in plain language Read this disclosure document and all agreements carefully

If Ultimate Fitness Group, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first

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K Information About Area Representatives
L-1 List of Current Franchisees
L-2 List of Franchisees Who Have Left the System
M Form of Franchise Compliance Certificate
N Receipts

_____
Prospective Franchisee

_____
Print Name

_____
Date

OUR COPY —RETURN TO US