FRANCHISE DISCLOSURE DOCUMENT

Planet Fitness Franchising LLC
(a Delaware Limited Liability Company)
4 Liberty Lane West, Floor 2
Hampton, NH 03842
(603) 750-0001
www.planetfitness.com

PLANET FITNESS® businesses are fitness training facilities offering exercise machines and free weights, fitness training services, related services, amenities, and ancillary goods. We offer for sale **PLANET FITNESS** franchises for new locations and for existing fitness facilities that want to convert to a **PLANET FITNESS**.

The total investment necessary to begin operation of a single **PLANET FITNESS®** facility ranges from $1,282,500 to $3,769,000 if you finance your equipment. This includes $33,300 to $353,500 that must be paid to the franchisor or its affiliate. If you choose to purchase your equipment, the total investment necessary to begin operation of a single **PLANET FITNESS®** facility ranges from $2,385,000 to $5,386,000. This includes $333,000 to $1,050,000 that must be paid to the franchisor or its affiliate. These estimated initial investment ranges also apply to each facility that you develop under the Area Development Agreement. If you sign an Area Development Agreement, you must develop one or more **PLANET FITNESS®** facilities, and you will pay an Area Development Fee ranging from $10,000 to $30,000 per facility to be developed under the Area Development Agreement, plus the then-current initial franchise fee due for each facility at the time the Franchise Agreement for that facility is signed.

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, us or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jason Bauman, Associate General Counsel, Franchising, at 4 Liberty Lane West, Hampton, NH 03842 and (603) 750-0001.

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

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

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

Issuance date: May 22, 2026

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit I.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit H includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only PLANET FITNESS® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a PLANET FITNESS® franchisee?	Item 20 or Exhibit I lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

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

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

Out-of-State Dispute Resolution. The Franchise Agreement and Area Development Agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in New Hampshire (or, if our corporate headquarters is no longer in New Hampshire, the city where our corporate headquarters is then-located). Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in New Hampshire (or the state where our corporate headquarters are then-located) than in your own state.

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

NOTICE REQUIRED
BY
STATE OF MICHIGAN

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(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 refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan
Office of the Attorney General
Corporate Oversight Division
Attention: Franchise Section
525 West Ottawa Street
G. Mennen Williams Building, 5th Floor
Lansing, Michigan 48913
Telephone Number: (517) 335-7567

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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EXHIBITS:

A. List of State Agencies and Agents to Receive Service of Process
B. Nondisclosure & Non-Use Agreement
C. Franchise Agreement (including Addenda and Appendices)
D. Acquisition Amendment to Franchise Agreement
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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

This Disclosure Document provides certain information about Planet Fitness Franchising LLC and the terms on which we currently offer franchises in the United States (as required by federal regulations and certain state laws). This Disclosure Document cannot and does not provide all the information a prospective franchisee should consider in making a decision on whether to enter into a Franchise Agreement. Prospective franchisees should make an independent investigation before making a decision to enter into a Franchise Agreement and should consult with their own professional advisors, including their attorney and accountant. Unless the context otherwise requires, all references to "we", "us", "our", or "Franchisor" refer to Planet Fitness Franchising LLC and all references to "you" or "your" refer to the person who is inquiring about or is granted the right to operate a **PLANET FITNESS®** franchise under a Franchise Agreement. If you are a corporation, limited liability company, partnership or any other type of legal entity, the provisions of the Franchise Agreement also apply to your owners who must sign a personal guaranty agreeing to comply with all provisions of the Franchise Agreement.

The Franchisor, Its Predecessors, Affiliates, and Parents

We are a Delaware limited liability company formed on June 13, 2018. We do business under our corporate name and under the **PLANET FITNESS** name. We have been offering franchises for the operation of **PLANET FITNESS** businesses since August 2018. We have not conducted business in any other line of business or offered franchises in any other line of business. Our principal business address currently is 4 Liberty Lane West, Floor 2, Hampton, NH 03842, and the principal business address of our affiliates, predecessors and parents below is the same, except as otherwise indicated below. Our agents to receive service of process are identified in attached Exhibit "A".

Our affiliate and predecessor, Pla-Fit Franchise, LLC ("Pla-Fit Franchise"), offered franchises for the operation of **PLANET FITNESS** businesses from February 2003 through July 2018. Pla-Fit Franchise was organized in the state of New Hampshire on January 27, 2003. Its principal business address is 4 Liberty Lane West, Hampton, NH 03842. We acquired all the marks and other intellectual property used in the franchise System in the United States, from our affiliate, PFIP, LLC ("PFIP"). PFIP was organized in New Hampshire on November 30, 2000.

Our immediate parent, Planet Fitness Master Issuer LLC ("Master Issuer"), and its immediate parent, Planet Fitness SPV Guarantor LLC ("Guarantor"), were organized in Delaware on June 13, 2018.

Our affiliate, Planet Fitness Assetco LLC ("Assetco") was organized on June 13, 2018, and owns and operates certain corporate **PLANET FITNESS** locations in the United States. Throughout this disclosure document, we refer to those **PLANET FITNESS** locations operated by our affiliate as "company-owned" or "corporate" locations.

Our affiliate, Planet Fitness Distribution LLC ("PF Equipment") was organized on June 13, 2018, and is the approved supplier of fitness equipment in the United States. We may require you to conduct business with it. See Item 8 for more information on approved suppliers.

Guarantor's immediate parent, Planet Fitness Holdings, LLC ("Holdings"), was organized on March 16, 2007, originally under the name "Pla-Fit Ridgmar, LLC." On March 7, 2008, Pla-

Fit Ridgmar, LLC changed its name to "Planet Fitness Holdings, LLC." Holdings is also an affiliate of ours and under a management agreement with us, acts as the manager ("Manager") to provide our required assistance, support and services to **PLANET FITNESS** area developers and franchisees under their Area Development Agreements and Franchise Agreements and related documents. Holdings is wholly-owned by Pla-Fit Holdings, LLC ("Topco").

Our ultimate parent, Planet Fitness, Inc. is majority owner and sole managing member of Topco. Planet Fitness, Inc. is a publicly traded company. The principal business address of Planet Fitness, Inc., Topco, and Holdings is 4 Liberty Lane West, Hampton, NH 03842.

Our affiliate, Pla-Fit Canada Franchise, Inc., is the franchisor for Canadian **PLANET FITNESS** locations, and it has been offering franchises for the operation of **PLANET FITNESS** businesses in Canada since October 2014. Pla-Fit Canada Franchise, Inc. does not operate any **PLANET FITNESS** locations, and it does not offer franchises in any other line of business.

Our affiliate, Planet Fitness International Franchise, LLC ("International Franchise") is the franchisor for **PLANET FITNESS** locations in Central America, Spain and New Zealand, and it has been offering franchises for the operation of **PLANET FITNESS** businesses since October 2015. International Franchise does not operate any **PLANET FITNESS** locations, and it does not offer franchises in any other line of business.

Our affiliate, Planet Fitness Mexico, S. de. R.L. de C.V., is the franchisor for **PLANET FITNESS** locations in Mexico, and it has been offering franchises for the operation of **PLANET FITNESS** businesses in Mexico since August 2021. Planet Fitness Mexico, S. de. R.L. de C.V. does not operate any **PLANET FITNESS** locations, and it does not offer franchises in any other line of business.

Our affiliate, Planet Fitness Australia Franchise Pty Ltd, is the franchisor for **PLANET FITNESS** locations in Australia and it has been offering franchises for the operation of **PLANET FITNESS** businesses since August 2019. Planet Fitness Australia Franchise Pty Ltd does not operate any **PLANET FITNESS** locations, and it does not offer franchises in any other line of business.

Other than as described in this Item 1, our affiliates have never offered franchises for **PLANET FITNESS** businesses or any other line of business.

The Franchise

A **PLANET FITNESS** franchise offers fitness training facilities, including exercise machines and free weights, fitness training services, related services, amenities and ancillary related merchandise as we may authorize. You must offer for sale all services, products, and merchandise we designate under our System, unless prohibited by law or you obtain our prior written approval not to offer certain services, products, or merchandise. Our System consists of our proprietary business methods, designs and arrangements for developing and operating **PLANET FITNESS** businesses in facilities and remotely via technology, which include the Marks, building design and layouts, equipment, training, and certain operating and business standards and policies, all of which we may improve, develop or otherwise modify at any time (the "System"). The System may include the delivery of digital content, which may be offered by us directly to members or other consumers as a standalone service or bundled with membership offers.

You must sign the form of Nondisclosure & Non-Use Agreement attached to this Disclosure Document as Exhibit "B" before we engage in substantive discussions with you about the franchise opportunity. You will sign our then-current form of franchise agreement (the "Franchise Agreement") for each **PLANET FITNESS** franchise you open regardless of whether you are opening a new facility or converting an existing facility. Each Franchise Agreement will grant you the right to own and operate a single **PLANET FITNESS** franchise to be operated under the service mark **PLANET FITNESS®**, as well as other trademarks, service marks, trade dress, trade names and commercial symbols owned by us (collectively "Marks") and in accordance with the System at an agreed-upon location. A copy of our current form of Franchise Agreement is attached to this Disclosure Document as Exhibit "C". If you are acquiring an existing **PLANET FITNESS** location, you will also sign our Acquisition Amendment attached to this Disclosure Document as Exhibit "D". If you are entering into an agreement for a successor term of your existing **PLANET FITNESS** franchise, you will also sign our Successor Amendment attached to this Disclosure Document as Exhibit "E".

For an existing fitness training facility converting to a **PLANET FITNESS** franchise, we may negotiate with you to reach mutually acceptable terms of a franchise agreement. You must also sign our Conversion Amendment attached to this Disclosure Document as Exhibit "F". Typically, the existing fitness training facility will have an established location and may have equipment at the location that we determine to be acceptable to our System standards. In some cases, the location of an existing fitness training facility seeking to convert to **PLANET FITNESS** may never be approved based on certain factors such as parking or other limitations. Except where otherwise noted, the disclosures in this Disclosure Document apply to conversion franchises as well as initial franchises.

Our affiliates may sell and we may franchise one or more company-owned **PLANET FITNESS** locations or purchase a franchised location from a franchisee. In these transactions, our affiliate negotiates with the prospective franchisee to reach mutually acceptable terms of a sale agreement and any lease assignment or sublease of the real estate. If you purchase a company-owned location, you must sign a Franchise Agreement, though the terms may vary from the standard terms of our Franchise Agreement attached to this Disclosure Document. In addition, one of our affiliates may jointly own **PLANET FITNESS** locations with third parties.

If you qualify, we may grant you area development rights according to the form of Area Development Agreement included in this Disclosure Document as Exhibit "G" ("Area Development Agreement"). You and we may enter into an Area Development Agreement for the development of a certain number of **PLANET FITNESS** facilities in a designated geographic area called the "Development Area." Under an Area Development Agreement, you must develop one or more **PLANET FITNESS** facilities in the Development Area within a given period of time, depending on population of the area, its market potential and other factors described in Item 12. You must sign our then-current Franchise Agreement for your first **PLANET FITNESS** facility at or soon after the time you sign the Area Development Agreement and for each **PLANET FITNESS** facility you open under the Area Development Agreement, which form of Franchise Agreement may contain materially different terms and conditions than the Franchise Agreement attached to this Disclosure Document as Exhibit "C".

If (1) you or your affiliates are a party to a prior Franchise Agreement or Area Development Agreement with us, and (2) you want to sign a new Franchise Agreement with us (not under an existing Area Development Agreement with us) or a new Area Development Agreement with us, we may require you to sign a general release in the form attached as Exhibit "J", releasing any

claims arising from your prior agreements as a condition of us granting new franchise or development rights to you.

Market and Competition

The services and ancillary merchandise offered by a **PLANET FITNESS** franchise are intended primarily for the general public. We have designed our services and ancillary merchandise to appeal to a health-conscious consumer who appreciates a low-pressure judgement-free fitness environment. You will have to compete with other businesses offering similar products and services, including other fitness facilities, gyms, health-related establishments, sports complexes, and businesses offering home fitness equipment, other fitness products or digital fitness content. Your competition may include other businesses that we or our affiliates may franchise or operate, as noted in Item 12. The services and ancillary merchandise our franchises sell are well recognized by consumers and widely available from other sources. The market for our franchisees' goods and services is well developed. Typically, our services and ancillary merchandise are sold to individuals and selling is not seasonal, though membership sales may fluctuate throughout the year.

The fitness industry is a highly competitive, fragmented and developed market, which can be affected significantly by many factors, including changes in local, regional or national economic conditions, changes in consumer spending and habits, and increases in the number of, and particular locations of competing facilities. Various factors can adversely affect the fitness industry, including inflation, increases in labor and energy costs, the availability and cost of suitable sites, fluctuating interest and insurance rates, state and local regulations and licensing requirements and the availability of employees.

Industry Specific Regulations

You should consider that certain aspects of the fitness industry and other services offered at **PLANET FITNESS** locations are regulated by federal, state and local laws, rules and ordinances. Some states limit the length and terms of your membership contract, provide certain customers rights, including the right to terminate the membership contract, and require you to obtain a bond to protect pre-paid membership fees you collect. In some states, you may be required to escrow or post a bond for any pre-opening membership fees you collect. In some states, you may be required to post specific notices to your members regarding activities conducted in your business, including tanning. Some states and municipalities may also have enacted laws requiring fitness centers to have a staff person on the premises who is certified in basic cardiopulmonary resuscitation, or has other specialized training. In addition, some states have laws requiring a fitness center to have an automated external defibrillator and other first aid equipment on the premises, and some may require you to take other safety measures. It is your sole responsibility to investigate these laws, and we recommend that you do so before you sign a Franchise Agreement or Area Development Agreement with us. In addition, if you are constructing a new fitness facility and rely on the proceeds of the membership to build and equip the facility, the offer and sale of those memberships could be considered the sale of "securities" under those laws and require registration. You will also need to develop and operate your location in compliance with laws, regulations and ordinances applicable to businesses generally, like the Americans with Disabilities Act, federal and state wage and hour laws, the Occupational Safety and Health Act, and business licensing and permitting requirements. You must comply with all applicable laws and obtain and keep in force all necessary licenses and permits.

Your business is subject to state and federal regulations that allow the government to restrict travel and/or require businesses to close during state or national emergencies. Because your business is operated from a destination to which your customers must travel, your business can be affected by such orders more than others.

ITEM 2
BUSINESS EXPERIENCE

Colleen Keating, Chief Executive Officer

Colleen Keating has served as our Chief Executive Officer since June 2024, in Hampton, New Hampshire. She had served as the Chief Executive Officer of FirstKey Homes, LLC from February 2020 to May 2024, in Marietta, Georgia.

Tom Fitzgerald, Interim Chief Financial Officer

Tom Fitzgerald has served as our Interim Chief Financial Officer since March 2026, in Hampton, New Hampshire. He was our Chief Financial Officer from January 2020 through December 2024.

Sarah Powell, General Counsel

Sarah Powell has served as our General Counsel since November 2025, in Hampton, New Hampshire. She served as the Executive Vice President, General Counsel and Secretary of GoTo Foods LLC, the indirect parent company to franchisors of the following brands: Auntie Anne's, Carvel, Cinnabon, Schlotzky's, Moe's Southwest Grill, Jamba, and McAlister's Deli, from January 2015 to October 2025, in Atlanta, Georgia.

Brian O'Donnell, Senior Vice President, Financial Planning and Analysis, Tax and Treasury

Brian O'Donnell has served as Senior Vice President, Financial Planning and Analysis, Tax and Treasury of Pla-Fit Franchise in Hampton, New Hampshire since March 2025. He was its Senior Vice President, Finance and Chief Accounting Officer from December 2022 to March 2025. He was its Vice President, Finance and Chief Accounting Officer from December 2019 to December 2022.

Scott Fogg, Senior Vice President, Franchise Operations and Services

Scott Fogg has served as Senior Vice President, Franchise Operations and Services of Pla-Fit Franchise in Hampton, New Hampshire since September 2022. He was its Vice President of Vendor and Supply Chain & Associate General Counsel from November 2017 to September 2022.

Steve Fairhurst, Vice President, Operations Systems

Steve Fairhurst has served as Vice President, Operations Systems of Pla-Fit Franchise in Hampton, New Hampshire since March 2025. He was its Senior Director, Franchise Services and Indirect Procurement from January 2023 to March 2025. He was its Director, Supply Chain and Vendor Management from November 2017 to January 2023.

Ian O'Meara, Senior Director, Franchise Services & Equipment

Ian O'Meara has served as Senior Director, Franchise Services & Equipment of Pla-Fit Franchise in Hampton, New Hampshire since March 2025. He was its Senior Director, Franchise Services and Direct Procurement from January 2023 to March 2025. He was its Director, Equipment and Vendor Management from November 2017 to January 2023.

Patrick Kelleher, Vice President, Construction & Design

Patrick Kelleher has served as Vice President, Construction & Design of Pla-Fit Franchise in Hampton, New Hampshire since April 2026. He was its Senior Director, Construction from April 2021 through April 2026.

Darrell Chichester, Vice President, Senior Associate General Counsel

Darrell Chichester has served as Vice President, Senior Associate General Counsel of Pla-Fit Franchise in Hampton, New Hampshire since March 2024. From March 2023 to March 2024, he was its Senior Associate General Counsel. From November 2017 through March 2023, he was its Associate General Counsel.

Jason Bauman, Associate General Counsel, Franchising

Jason Bauman has served as Associate General Counsel, Franchising of Pla-Fit Franchise in Hampton, New Hampshire since March 2020.

Mark Miller, Vice President, Real Estate & Development

Mark Miller has served as Vice President, Real Estate & Development for Pla-Fit Franchise in Hampton, New Hampshire since May 2023. From April 2021 through April 2023, he served as Vice President, Real Estate and Construction for The Joint Chiropractic, Inc. in Scottsdale, Arizona.

Kent Adams, Director, Real Estate

Kent Adams has served as Director, Real Estate of Pla-Fit Franchise in Hampton, New Hampshire since March 2017.

Nigel Head, Director, Real Estate

Nigel Head has served as Director, Real Estate for Pla-Fit Franchise in Hampton, New Hampshire since March 2023. From May 2020 through February 2023, he was an Independent Consultant and Contractor at HeadCount Real Estate Solutions in Atlanta, Georgia.

Cristy Vertachnik, Director, Real Estate

Cristy Vertachnik has served as Director, Real Estate of Pla-Fit Franchise in Hampton, New Hampshire since January 2024. She was Director of Real Estate at Black Rifle Coffee Company in Salt Lake City, Utah from July 2021 to November 2023. She was Director of Real Estate at GameStop in Grapevine, Texas from May 2020 to July 2021.

Christie Routhier, Director, Real Estate

Christie Routhier has served as Director, Real Estate of Pla-Fit Franchise in Hampton, New Hampshire since March 2024. She was its Senior Manager, Real Estate from April 2023 to March 2024. She was its Manager, Real Estate from March 2019 to April 2023.

Troy Volkel, Director, Real Estate

Troy Volkel has served as Director, Real Estate of Pla-Fit Franchise in Hampton, New Hampshire since August 2023. He was a Dealmaker for Level 5 Capital Partners from May 2022 to May 2023 in Austin, Texas. He was a Senior Real Estate Manager for United PF Partners, a Planet Fitness franchisee, from September 2019 to April 2022 in Austin, Texas.

Bill Bode, Chief Operating Officer

Bill Bode has served as Chief Operating Officer of Pla-Fit Franchise in Hampton, New Hampshire since March 2025. He was its Division President, US Franchise from December 2022 to March 2025. From December 2020 to December 2022, he was its Chief Operations Officer.

Chip Ohlsson, Chief Development Officer

Chip Ohlsson has served as Chief Development Officer of Pla-Fit Franchise in Hampton, New Hampshire since January 2025. He served as Executive Vice President and Chief Development Officer of Wyndham Hotels and Resorts from October 2015 to June 2024 in Parsippany, New Jersey.

Erin Mason, Director, Regional Franchise Operations

Erin Mason has served as Director, Regional Franchise Operations for Pla-Fit Franchise in Hampton, New Hampshire since December 2022. She was Vice President, People and Company Restaurants for Pieology Pizzeria in Tustin, California from February 2022 to September 2022 and a consultant for Pieology Pizzeria from September 2022 to November 2022. She was Regional Vice President of Operations at Wingstop Restaurants in Addison, Texas, from April 2020 to October 2021.

Joshua Costanzo, Director, Regional Franchise Operations

Joshua Costanzo has served as Director, Regional Franchise Operations for Pla-Fit Franchise in Hampton, New Hampshire since September 2022. He was a Franchise Business Coach for Pla-Fit Franchise from April 2019 to September 2022.

Maud Brown, Director, Regional Franchise Operations

Maud Brown has served as Director, Regional Franchise Operations for Pla-Fit Franchise in Hampton, New Hampshire since September 2022. She was a Franchise Business Coach for Pla-Fit Franchise from November 2019 to September 2022.

Brittany Burton, Director, Operations Systems

Brittany Burton has served as Director, Operations Systems for Pla-Fit Franchise in Hampton, New Hampshire since September 2022. She was Director, Global Operations for the

Taymax Group, a Planet Fitness franchisee, from April 2021 to September 2022 in Salem, New Hampshire.

Jamie Medeiros, Chief Brand Officer

Jamie Medeiros has served as Chief Brand Officer of Pla-Fit Franchise in Hampton, New Hampshire since August 2022. From February 2015 to August 2022, she was its Vice President of National Marketing.

Brian Povinelli, Chief Marketing Officer

Brian Povinelli has served as the Chief Marketing Officer of Pla-Fit Franchise since February 2025, in Hampton, New Hampshire. He served as Global Head of Marketing & Brand, Marriott International from April 2023 to December 2024 in Bethesda, Maryland. He served as SVP Brand, Loyalty & Portfolio Marketing, Marriott International from September 2020 to April 2023 in Bethesda, Maryland.

Dawn Sullivan, Head of Marketing Operations

Dawn Sullivan has served as Head of Marketing Operations of Pla-Fit Franchise in Hampton, New Hampshire since February 2024. From February 2015 to February 2024, she served as its Vice President of Local Corporate and Franchise Marketing.

Tom Manchester, Vice President of Field Marketing

Tom Manchester has served as Vice President of Field Marketing for Pla-Fit Franchise in Hampton, New Hampshire since December 2022. From June 2021 to November 2022, he was Brand President for MaidPro Franchise, LLC in Boston, Massachusetts.

Paul Barber, Chief Information Officer

Paul Barber has served as Chief Information Officer for Pla-Fit Franchise in Hampton, New Hampshire since October 2022. From November 2020 through October 2022, he was Senior Vice President, Information Technology at UNFI in Providence, Rhode Island.

Matt Kraft, Vice President, Club Technology, Cloud & Security

Matt Kraft has served as Vice President, Club Technology, Cloud & Security of Pla-Fit Franchise in Hampton, New Hampshire since April 2023. From November 2021 to April 2023, he was Senior Director of Restaurant Technology at Yum! Brands Kentucky Fried Chicken US Division, in Louisville, Kentucky. From January 2019 to October 2021, he was Senior Director of Information Technology at Dunkin' Brands in Canton, Massachusetts.

Sean Oatney, Director, Franchise Sales

Sean Oatney has served as Director, Franchise Sales of Pla-Fit Franchise in Hampton, New Hampshire since November 2025. He served as the Chief Development Officer of ARC Group, Inc. from June 2024 to October 2025 in Jacksonville, Florida. He served as the Vice President of Franchise Development for Tommy's Express Car Wash from February 2022 to January 2024 in Holland, Michigan.

Mark Andrews, Director, Franchise Sales

Mark Andrews will serve as Director, Franchise Sales of Pla-Fit Franchise in Hampton, New Hampshire beginning June 2026. He served as the Vice President of Sales and Operations of Feet First Partners from October 2023 to May 2026 in Portsmouth, New Hampshire. He served as the Chief Development Officer of Retro Fitness from February 2021 to October 2023 in West Palm Beach, Florida.

ITEM 3
LITIGATION

1. Wyndham Hotel Group, LLC, TMH Worldwide, LLC, Travelodge Hotels, Inc., Baymont Franchise Systems, Inc. v. Luxurban Hotels Inc., Luxurban Re Holdings LLC, Corphousing RSL LLC, Brian Ferdinand., MRS-L-000977-24, Superior Court, Morris County, New Jersey. In May 2024, Wyndham Hotel Group along with subsidiaries TMH Worldwide, LLC, Travelodge Hotels, Inc., and Baymont Franchise Systems, Inc., filed a civil lawsuit against Florida-based LuxUrban Hotel, certain subsidiaries and a principal alleging the defendants had breached their obligations under certain franchise agreements. In December 2024, one of the defendants, LuxUrban Hotel principal Brian Ferdinand, filed a counterclaim against Chip Ohlsson, as Wyndham's chief development officer (who is currently our Chief Development Officer), and Michael Moloff, as its director of franchise sales and development, alleging that they had fraudulently and/or negligently misrepresented several aspects of the transaction in question, and that LuxUrban had entered agreements as a result of material representations and omissions. The plaintiff seeks to recover damages of unspecified amounts. The case is currently in discovery. We are not a party to this litigation.

Prior Actions:

1. Planet Fitness International Franchise v. JEG-United, LLC and Ray Miolla; Civil Action No. 1:20-cv-00693, United States District Court, District of New Hampshire. On June 10, 2020, our affiliate International Franchise commenced an action against JEG-United, LLC ("JEG") to require JEG to satisfy its obligations to sell its Planet Fitness locations in Mexico to International Franchise pursuant to a letter agreement entered into by the parties in March 2019 (the "Letter Agreement"). Under the Letter Agreement JEG was given the option to require International Franchise to purchase at book value the Planet Fitness locations it had developed in Mexico. JEG exercised that right on March 19, 2020. A dispute arose between the parties regarding the book value of the locations and the transaction did not close. International Franchise filed a complaint seeking a declaratory judgment requiring JEG to sell the Planet Fitness locations at book value in accordance with the Letter Agreement and asserting a breach of contract claim against JEG. On June 19, 2020, International Franchise filed an amended complaint reflecting further attempts to close the transaction. On June 29, 2020, JEG filed its answer to the amended complaint asserting various defenses and various counterclaims against International Franchise and Ray Miolla, the former Chief Development Officer of our affiliate Pla-Fit Franchise, LLC. JEG asserted a breach of contract claim against International Franchise alleging that International Franchise's failure to purchase the locations resulted in a breach of the Letter Agreement and a breach of the implied covenant of good faith performance and fair dealing due to International Franchise's alleged refusal to negotiate in good faith the terms of an area development agreement. JEG also asserted against International Franchise and Mr. Miolla a claim for tortious interference with contractual and prospective business relationships and violation of the New Hampshire Consumer Protection Act. These claims are based in whole or in part on International Franchise's and Mr. Miolla's

alleged interference with JEG's contractual relationship with a retailer in Mexico, International Franchise's alleged interference with JEG's efforts to purchase various gyms in Mexico, and International Franchise's alleged interference with JEG's efforts to sell their Mexico operations to a third party. This matter was settled on October 23, 2023. Under the settlement terms, our affiliate agreed to repurchase the Planet Fitness franchises operated by JEG in Mexico, and JEG granted a release of all claims. We were not a party to this litigation.

2. Conway v. Planet Fitness Holdings, LLC et al., Civil Action No. 2013-756, Superior Court, Essex County, Massachusetts. On May 10, 2013, the former CFO of Pla-Fit Franchise, Jayne Conway ("Conway"), filed a civil complaint for an unspecified sum against Pla-Fit Franchise and Holdings (collectively, "Planet Fitness"), and certain owners and officers of Planet Fitness, including Michael Grondahl (individually, and as a trustee of the Michael A. Grondahl Revocable Trust of 2006), Marc Grondahl (individually, and as a trustee of the Marc Grondahl Revocable Trust of 2006), Christopher Rondeau (individually, and as a trustee of the Christopher J. Rondeau Revocable Trust of 2006), and Richard Moore (collectively, "Defendants"). None of these individuals remain with Planet Fitness. In her Complaint, Conway alleged that Defendants withheld information, and/or made misrepresentations to her, about the status and value of her ownership interests in Planet Fitness in the course of negotiating and finalizing her separation and settlement agreement with Planet Fitness. Conway asserted claims for fraud, negligent misrepresentation, and breach of the covenant of good faith and fair dealing. On June 23, 2022, the court entered a final judgment in favor of Conway in the amount of $8,826,394.20. We were not a party to this litigation.

3. Scenic Investments Colorado Fitness, LLC v. Pla-Fit Franchise, LLC: American Arbitration Association, Case No. 01-17-0002-6156. On May 4, 2017, Scenic Investments Colorado Fitness, LLC ("Scenic") filed a Demand for Arbitration of claims arising out of the termination of their Area Development Agreement with Pla-Fit Franchise. Pla-Fit Franchise had terminated Scenic's Area Development Agreement after Scenic failed to meet the development schedule required in its Area Development Agreement. Scenic alleged that Pla-Fit Franchise terminated the Area Development Agreement in an effort to give Scenic's territory to another franchisee. Scenic alleged breach of contract, breach of the covenant of good faith and fair dealing, tortious interference with a contract, and civil conspiracy based on its contention that the termination was not justified. This matter was settled on August 10, 2018. Under the settlement terms, our affiliate repurchased four franchises operated by Scenic, and Scenic granted a release of all claims.

Governmental Actions:

1. In re: Planet Fitness Holdings, LLC, Pla-Fit Franchise, LLC, and Planet Fitness NAF, LLC, Assurance No. 15-182. In the spring of 2013, the New York Office of the Attorney General (OAG) alleged that certain references to "free" or "unlimited" in Planet Fitness advertising constituted a deceptive practice under New York law, and alleged that seven of the approximately eighty independently owned and operated PLANET FITNESS franchise locations in New York at that time had violated certain state laws related to indoor tanning by failing to post signage, provide certain paperwork, and provide protective eyewear. In a November 17, 2015 settlement agreement between the OAG and Pla-Fit Franchise and the named affiliates, it was agreed that Pla-Fit Franchise would no longer approve marketing materials for locations in New York State that referred to tanning services as "free" or "unlimited," the company-owned locations would continue to refrain from making health benefit claims regarding red lamp therapy or tanning, and Pla-Fit

Franchise would encourage franchisees to comply with state laws regarding the advertising and promotion of red lamp therapy and tanning.

Litigation Against Franchisees in the Last Year: None.

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

ITEM 4
BANKRUPTCY

In re Darrell Chichester Jr., Case No. 18:10-10267, United States District Court, District of New Hampshire. Darrell Chichester, Vice President, Senior Associate General Counsel of Pla-Fit Franchise, filed a personal bankruptcy petition under Chapter 7 of the U.S. Bankruptcy Code on March 2, 2018. On July 3, 2018, the bankruptcy court entered a discharge of the debtor's debts. The principal business address of Mr. Chichester is 4 Liberty Lane West, Hampton, NH 03842.

No other bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Except as discussed below, you will pay a lump-sum nonrefundable Initial Franchise Fee of $40,000 when you sign the Franchise Agreement. The Initial Franchise Fee is fully earned by us when you sign the Franchise Agreement. The Initial Franchise Fee is uniform and non-refundable and is not credited against any other obligation you have to us. All initial fees are the same for both initial and conversion franchises.

If you acquire rights under our Area Development program, you will pay an Area Development Fee determined by multiplying the number of locations you agree to develop under the Area Development Agreement by $10,000, unless you are acquiring development rights in the same or a similar territory as that covered by an Area Development Agreement with you or your affiliates that was terminated before its completion. In that case, the Area Development Fee will be $30,000 per location to be developed. The Area Development Fee is fully earned by us when you sign the Area Development Agreement and is due at that time. The Area Development Fee is non-refundable and is not credited against any other obligation you have to us.

We are currently waiving Initial Franchise Fees for Franchise Agreements issued under Area Development Agreements. We may terminate this policy at any time, and if we do, you will pay the then-current Initial Franchise Fee at the time you must sign the Franchise Agreement. You must commit to opening one or more **PLANET FITNESS** locations as a condition of acquiring area development rights, either yourself or through one or more entities in which you own a 51% or more interest.

We may require you to reimburse us for our reasonable expenses, including the costs of travel, lodging and food, incurred in site evaluation for each visit we make at your request. We estimate our reasonable expenses related to site selection will be between $0 and $10,000. If we require you to pay these expenses, the amounts are nonrefundable and are due upon receipt of an invoice.

We encourage you to use our designated architects to prepare all architectural plans and drawings (together with project management plans, the "Construction Development Plans") for

your **PLANET FITNESS** location. You must submit all Construction Development Plans, including design specifications, to us for our written acceptance before starting to develop the location. If you do not use our designated architects to prepare all architectural plans and drawings for the location, you must pay us a $5,000 Construction Development Plan review fee at the time that you submit the Construction Development Plans for our acceptance. The Construction Development Plan review fee is nonrefundable. If your Construction Development Plans do not materially comply with our specifications, you must resubmit Construction Development Plans that meet our specifications and, if your resubmitted plans do not materially comply with our specifications, you must pay us a $5,000 Design Resubmission Fee at the time you resubmit your plans. The Design Resubmission Fee is nonrefundable.

You currently must purchase fitness equipment from our affiliate PF Equipment before opening your location. If you finance the purchase of that equipment, we estimate the cost of a down payment typically to be between 10% and 30% of the total amount financed; the down payment typically ranges between approximately $33,300 and $298,500. We estimate the cost to purchase equipment before opening will range from $333,000 to $995,000. The equipment finance and purchase costs are nonrefundable.

Our affiliates may sell and we may franchise a company-owned **PLANET FITNESS** location. In these transactions, our affiliate will negotiate with the prospective franchisee to reach mutually acceptable terms of a sale agreement and any lease or sublease of the real estate. Depending on the circumstances, the financial and other terms may vary from the standard terms of our Franchise Agreement.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks (Note 1)
Royalty (See Note 2)	7% of the total gross monthly and annual membership fees payable to you via EFT Dues Draft (as described in Note 2).	Paid monthly and annually.	Certain **PLANET FITNESS** businesses may qualify for a Royalty Incentive Period (as described in Note 2).
Interest	10% (annualized) or the highest contract rate of interest permitted by law, whichever is lower.	As incurred.	(See Note 3)
Join Fee	20% of the regular monthly membership fee or 5% of the total price of a prepaid membership.	Paid monthly.	Paid to us for each new memberships to the business (regardless of how the membership application is made or processed). Charged once per new membership.
Administrative Fees	Will vary under the circumstances, but will not exceed 50% of the	Will vary under the circumstances.	Paid to us in connection with our administration of certain commercial partnerships. This

Type of Fee	Amount	Due Date	Remarks (Note 1)
	revenue you receive in connection with such partnerships.		fee will vary based upon the arrangements with the commercial partners. We may change this fee based upon those arrangements on notice to you.
Refresher Training Workshops	$500 to $1,500 based on the number of people trained and the length of the training.	As we and you agree.	Payable for any refresher training courses for previously trained managers that we may require or operational training for new managers as you may request. See Item 11 for more information on Training.
Per Diem Fee	$100 to $1,000 based on the number of people trained, and the length and location of the training.	As we and you agree.	You must pay Per Diem Fees in connection with additional or special operational training for your managers that you request. You are also responsible for travel, food, and lodging expenses for our personnel. See Item 11 for more information on Training.
Re-Equip Costs	Currently, $333,000 to $995,000.	As incurred.	You must maintain your equipment according to our brand standards. You must replace your exercise equipment as we may specify. These costs may increase based upon when you are required to replace your equipment. (See Notes 4 and 6)
Remodel Costs	Currently, $250,000 to $1,200,000 but the total amount will depend upon the amount we incur for the remodel.	As incurred.	You must maintain the franchise premises according to our brand standards. This may include substantial remodeling of your premises as frequently as every 12 years. If you fail to maintain the premises to our brand standards, we may do so for you and pass through the costs we incur (See Notes 5 and 6).

Type of Fee	Amount	Due Date	Remarks (Note 1)
Fees to Evaluate and Approve Alternative Suppliers	Our reasonable costs and expenses, capped at $25,000.	Upon receipt of our bill.	See Item 8 for more information on approved suppliers.
Third-party payments	Amount we pay the third party on your behalf.	Paid monthly, as incurred.	We may collect from you undisputed payments owed to certain third parties, and we will then remit the payments to the third party as arranged (see Item 8). You must also reimburse us for any overdue payments we make on your behalf.
Insurance	Amount we pay to obtain the insurance for you.	Within 5 business days of demand.	If you fail to obtain the required insurance coverage for the franchise, we may obtain coverage for you at your expense.
Pre-Sale/Grand Opening Marketing Expense	Will vary under the circumstances, but no more than $120,000. (See Note 7).	Upon demand.	If you fail to execute the Pre-Sale Marketing Plan or the Grand Opening Marketing Plan, we may execute the applicable plan on your behalf and at your expense.
National Advertising Fund ("NAF") Fee	2% of monthly membership fees and certain annual membership fees, not to exceed 3% of the EFT Dues Draft. During 2026 only, 2% of the EFT Dues Draft, plus 1% of total gross monthly membership fees payable to you via EFT ("Monthly EFT") (See Note 7).	Via EFT when the Royalty is paid.	Depending on when your **PLANET FITNESS** business first opens, monthly fees may vary during the year. See Item 11 for more information on advertising.
Local Advertising Funds ("LAF")	Greater of $60,000 or 7% of cumulative Monthly EFT in a year, subject to adjustment to reflect any adjustment to the NAF Fee.	Expended according to our Methods of Operations as per your advertising budget.	Only paid to us if we decide to collect it directly from you or you fail to spend the required amounts.

Type of Fee	Amount	Due Date	Remarks (Note 1)
	During 2026 only, greater of $50,000 or 6% of cumulative Monthly EFT (See Note 7).		If you own and operate multiple **PLANET FITNESS** businesses in the same market area and LAF spending for them is combined, you will be in compliance with the LAF requirement if you spend an amount that satisfies the LAF obligations for all of the **PLANET FITNESS** businesses in the aggregate. See Note 7 and Item 11 for more information on advertising.
Advertising Cooperative Fees	Amount you fail to pay to your advertising cooperative.	Upon demand.	If you fail to make a payment due to your advertising cooperative, we may collect the amount via EFT Dues Draft.
Special Marketing Programs	Up to 7% of Monthly EFT for a single month.	Upon demand.	Paid to us or third parties. (See Note 8).
Auditing and Inspection Costs	Actual costs we incur to audit your business.	After inspection or audit.	You must reimburse us for our auditing costs if we have to audit you because (a) you fail timely to provide us with required reports, (b) the audit discloses your material noncompliance, or (c) the audit is a follow-up audit arising from prior noncompliance disclosed in a prior audit.
Franchise Agreement Transfer Fee	$10,000, plus our reasonable out-of-pocket expenses, including external legal and administrative costs we incur in connection with the transfer, which will not exceed $10,000 per club transferred.	Before or concurrently with transfer.	Paid to us if you want to transfer the franchise. If the Transferee is (a) one of your existing owners, (b) a family member of one of your existing owners and the transfer is of a non-controlling interest in you, (c) an entity controlled by one of your existing owners for estate planning purposes, or (d) a third-party, but the transfer is of a five percent (5%) or smaller ownership interest in

Type of Fee	Amount	Due Date	Remarks (Note 1)
			you, we do not charge a transfer fee, but you must reimburse us for any outside legal and administrative costs.
Securities Offering Fee	Up to $100,000, plus our reasonable out-of-pocket expenses, including external legal and administrative costs we incur in connection with the offering, which will not exceed $100,000.	Before or concurrently upon submission of securities offering materials to us for review.	Only paid to us if you propose certain securities offerings.
Area Development Agreement Transfer Fee	$5,000 per location to be developed, plus our reasonable out-of-pocket expenses, including external legal and administrative costs we incur in connection with the transfer, which will not exceed $5,000.	Before or concurrently with transfer.	Paid to us if you want to transfer the development rights. If the Transferee is (a) one of your existing owners, (b) a family member of one of your existing owners and the transfer is of a non-controlling interest in you, (c) an entity controlled by one of your existing owners and for estate planning purposes, or (d) a third-party, but the transfer is of a five percent (5%) or smaller ownership interest in you, we do not charge a transfer fee, but you must reimburse us for any outside legal and administrative costs.
Site Evaluation Fees	Our reasonable expenses, which will not exceed $25,000.	As incurred.	You must reimburse us for our travel, lodging, and food costs incurred in conducting site evaluations that you request during construction.
Successor Franchise Fee	$20,000	Concurrently with our granting a successor franchise to you.	You only pay this fee if you want to renew your franchise and we agree to grant a successor franchise.
Indemnification	Will vary under circumstances.	As incurred.	You must reimburse us if we are held liable for claims or incur certain costs or damages arising out of your franchise operations, breaches of certain representations or covenants

Type of Fee	Amount	Due Date	Remarks (Note 1)
			you make to us, your internal ownership disputes and governance, our takedown of unauthorized uses of our marks by you, disclosure of confidential information, securities offerings, unapproved marketing, debranding, your infringement of intellectual property rights, and defamation.
Administrative third-party costs	Our reasonable expenses, which will not exceed $5,000.	Upon demand.	If you request a franchise in a jurisdiction where the franchise is not registered, or changes to the Franchise Agreement or Area Development Agreement or additional documents, we reserve the right to require you to reimburse us for filing fees and other reasonable third-party costs we may incur.
Costs and Attorney's Fees	Actual costs. Will vary under circumstances.	Upon demand.	Payable if we prevail in any legal dispute with you or if you fail to participate in mediation. You'll reimburse us for accounting, attorneys', arbitrators' and related fees and costs incurred by us.
Cure Period Extension Fee (Franchise Agreement)	Up to 4% of the total gross monthly and annual membership fees payable to you via EFT.	Paid monthly via EFT on the day designated as your Monthly Membership Billing Day, as defined in our Franchise Agreement.	Payable only if you fail to cure a default within the applicable cure period provided in a written notice of default and we agree to extend your cure period. We are under no obligation to extend your cure period. The Cure Period Extension Fee is in addition to all of our other remedies.
Debrand Deficiency Fee	Currently, $35,000 for one or more pieces of strength or amenity equipment plus $35,000 for one or more pieces of cardio equipment.	Upon demand.	Payable if you fail to meet your debranding requirements and we cannot repurchase or debrand the affected equipment.

Type of Fee	Amount	Due Date	Remarks (Note 1)
Management Fees	Our costs, not to exceed 10% of monthly gross revenue of the club.	As incurred.	If we must manage your business under certain circumstances, we may require you to reimburse us for our costs.
Emergency Purchases	Cost of items we purchase on your behalf.	As incurred.	Under emergency circumstances, we may purchase items for you that we determine are necessary for you to operate your business. You must reimburse us for these purchases. (See Note 9)
Software licensing	Currently, $100 per year.	Upon demand.	We provide you with access to third-party customer relationship management software and applications. You must reimburse us for a portion of our cost.
Late Development Fee	$5,000, for every 30 day period.	As incurred.	Only payable if you fail to open a PLANET FITNESS business by the date required under your Area Development Agreement or Franchise Agreement. The Late Development Fee payable for failure to open your PLANT FITNESS Business by the date in your Franchise Agreement is capped at the then-current initial franchise fee. This cap does not apply to the Late Development Fee under your Area Development Agreement.
Early Termination Fee	Your average monthly royalty amount owed over the 24 months before the termination, or a shorter period if the business has not been open for a 24-month period multiplied by the lesser of (x) 36 or (y) the number of whole months remaining in the	Upon demand.	Payable upon the early termination of your Franchise Agreement due to your default or unpermitted closure of your business.

Type of Fee	Amount	Due Date	Remarks (Note 1)
	term of your Franchise Agreement.		
Late Non-Renewal Fee	$25,000.00	Upon demand.	Only payable if you do not notify us of your decision not to acquire a successor franchise by the sooner of (1) if applicable, 30 days prior to the expiration of the period provided under your lease to exercise an option to extend the term of the lease or (2) 180 days prior to the expiration of the term.
Temporary Closure Fee	Your average monthly Royalty amount owed over the 24 months before the temporary closure, or a shorter period if the business has not been open for a 24-month period.	Upon demand.	Only payable if we require you to temporarily close your business due to your uncured default.

Notes:

Note 1 Unless otherwise noted, all fees are uniformly imposed for all new franchisees, payable to us and not refundable. However, existing franchisees and area developers may be entitled to lower fees based on their existing agreements. Historically, we have collected NAF only on monthly membership fees and on $49 annual membership fees, but we do have the right to collect the NAF on all monthly and annual membership fees. The above fees may be payable by automatic electronic funds withdrawal from your designated bank account. See Item 11 for additional details.

You will pay all state and local taxes, including taxes denominated as income or franchise taxes, that may be imposed on us as a result of our receipt or accrual of the Initial Franchise Fee, Area Development Fee, advertising fees, Extension Fee, successor franchise fee, and other fees that are referenced in the Franchise Agreement and Area Development Agreement, whether assessed against you through withholding or other means or whether paid by us directly. In either case, you will pay to us (and to the appropriate governmental authority) additional amounts as are necessary to provide us, after taking these taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required.

Note 2 Your Royalty payment is currently based on the total gross monthly and annual membership fees for your **PLANET FITNESS** business that are due and payable to

you each month and annually, as applicable, by or on behalf of your members through authorized EFT withdrawals (the "EFT Dues Draft"), regardless of the amount of membership fees you actually collect. The term "total gross monthly and annual membership fees" means the total amount of the fees due and payable to you by or on behalf of your members, exclusive of any federal, state or local tax deductions or offsets. The term "total gross monthly and annual membership fees" includes any payments by EFT by or on behalf of members by any third party (including health plan or employer reimbursement programs and similar reimbursement programs), for recurring membership dues or fees. Members generally will pay membership fees by automatic withdrawal from a bank account, credit card or debit card, or other means of payment. We can on 60 days' prior notice to you, calculate the Royalty with reference to the Total Net Membership Revenues of the Business. As more fully defined in the Franchise Agreement, the term "Total Net Membership Revenues" means the total receipts from all membership fees that you receive.

For all memberships not included in the EFT Dues Draft, we may charge an amount equivalent to the Royalty applicable to your EFT Dues Draft.

The Royalty under each Franchise Agreement will be the one in effect for new franchises as of the date of execution of the Franchise Agreement.

For each **PLANET FITNESS** business opened before the date required under Area Development Agreement attached to this Disclosure Document, and provided that you (and your affiliates) are in compliance with the terms of all Area Development Agreements and Franchise Agreements between us and you (and your affiliates), regardless of when signed, then you (or your affiliate) will not be required to pay Royalties under the applicable Franchise Agreement for the business until the sooner of (a) the applicable required opening date or (b) 180 days after the business opens (the "Royalty Incentive Period"). The Royalty Incentive Period terminates immediately upon the expiration or termination of the Area Development Agreement. Contributions to the NAF and all other fees will be due from the opening date of the business.

Note 3 Interest begins from the date any payment is due, if not timely paid.

Note 4 You must periodically re-equip your facilities pursuant to our plans and specifications as we deem necessary upon inspection. For most clubs, we may require you to replace: (a) all cardio equipment not more often than once every 6 years, and (b) all other fitness equipment not more often than once every 8 years. For low-use clubs, we may require you to replace: (a) all cardio equipment not more often than once every 7 years, and (b) all other fitness equipment not more often than once every 9 years. For high-use clubs, we may require you to replace: (a) all cardio equipment not more often than once every 5 years, and (b) all other fitness equipment not more often than once every 7 years. We will determine what category of use your Business is in. For example, high-use businesses are those in the highest 15% of **PLANET FITNESS** businesses and low-use businesses are those in the lowest 15% of **PLANET FITNESS** businesses, in all cases as determined by our usage calculations.

In addition, we may require you to replace each item of amenity equipment as we may reasonably determine. We estimate the total costs to re-equip your facility with

both cardio equipment and all other fitness equipment will range from $333,000 to $995,000 every 5 to 9 years, payable to our affiliate. Your actual costs may be higher or lower depending on the size of your **PLANET FITNESS** business, the volume and usage of your members, or changes in the market.

We will advise you approximately 6 months before requiring any substantial replacement of your exercise or other equipment. If we require you to substantially remodel or replace your exercise or other equipment in the last 2 years of the initial term of the Franchise Agreement and you comply with our requirements, we will not require a substantial remodel or equipment replacement as a condition of obtaining a successor franchise agreement, unless in connection with a change in our Marks. If you have upgraded your fitness and amenity equipment during the term of the Franchise Agreement and have notified us that you do not intend to acquire a successor franchise, and meet certain other conditions, we will not require you to replace equipment or remodel substantially in the last 2 years of the Franchise Agreement.

We may also require you to occasionally add or replace a limited quantity of select equipment in connection with updates to the System or to comply with legal requirements.

Note 5 In addition to re-equipping your facility, you must periodically upgrade and/or remodel your physical premises as we deem necessary upon inspection, or otherwise require. However, with the exception of signage, we will not require substantial remodeling more often than every 12 years during the term of the franchise agreement.

We estimate the costs to upgrade and/or remodel your facility will range from $250,000 to $1,200,000 every 12 years but will depend upon the costs of equipment and construction services at the time of the upgrade or remodel. Your actual costs may also be higher or lower depending on the size and location of your **PLANET FITNESS** business. We will advise you about 6 months before requiring any substantial remodeling. If the general state of repair, appearance or cleanliness of your franchise, or its fixtures, non-fitness equipment, furniture, or signs does not meet our standards and if, after notice, you fail or refuse to initiate or maintain a program to complete the required maintenance, we may enter the franchise location and do the maintenance on your behalf and at your expense. We may also require you to upgrade or remodel your premises at any time to comply with applicable law or to satisfy safety or security standards at the business, as a condition to granting a successor franchise agreement, changing or replacing the trademarks used in the operation of the business, or, under certain circumstances, in connection with a transfer of the business.

Note 6 We may also require you to remodel your facility and/or replace, remove or add equipment in the future in advance of the timelines described in Notes 4 and 5 by gaining an approval vote by either (i) 66% of all then existing U.S. company-owned and franchised **PLANET FITNESS** businesses, or (ii) 51% of all then existing U.S. franchised **PLANET FITNESS** businesses.

Note 7 We can increase the amounts you pay to the NAF upon notice to you, but they may not exceed 3% of the EFT Dues Draft for the calendar year. If we adjust the annual NAF requirement, we may make corresponding adjustments to the monthly NAF and LAF requirements. Your combined LAF and NAF requirements will not exceed 9% of the EFT Dues Draft.

You must also spend on local advertising the greater of $24,000 or 10% of cumulative Monthly EFT during the first calendar quarter of the year, and the greater of $4,000 or 3% of Monthly EFT during each month in the second, third and fourth quarters of the calendar year.

If you do not comply with your LAF requirements, we may (i) collect the LAF from you and administer them on your behalf, and collect from you the administrative costs we incur during this process based on a reasonable allocation of personnel salaries, benefits, and overhead for the time spent by our employees to administer the LAF on your behalf (which we anticipate to be about 8% of the funds administered), or (ii) collect the amount by which you underspent and contribute it to the NAF.

Both the NAF and LAF requirements may be modified as described in Item 11.

Note 8 You must participate in and contribute funds to special marketing programs and campaigns that we develop and administer. Your required contribution to a special marketing program will not exceed 7% of Monthly EFT for a single month. The special marketing program fee may be fully assessed in a single month or spread across months (e.g., 1% of Monthly EFT in the first month, 3% of Monthly EFT in the second month and 3% of Monthly EFT in the third month). We will credit the special marketing program fee towards your required LAF expenditures.

Note 9 We only make these purchases on your behalf under limited, infrequent, emergency circumstances. In addition, we must (i) purchase these items on behalf of all similarly situated businesses, including those owned by our affiliates and us, and (ii) consult with the recognized franchisee association prior to doing so.

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 Franchise Fee (See Note 1)	$0 - $40,000	Lump sum	When you sign the Franchise Agreement	Us
Site Selection Costs (See Note 2)	$0 - $10,000	Lump sum	As incurred	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Construction Development Plan Review Fee	$0 - $5,000	Lump sum	Upon your submission of your Construction Development Plans	Us
Design Resubmission Fee	$0 - $5,000	Lump sum	Upon demand.	Us
Leasehold Improvements (See Note 3)	$1,000,000 - $2,167,000	Varies	Before opening	Approved suppliers or per specifications
Fitness Equipment (See Note 4)	$33,300 - $995,000	Varies	Varies	Your Lender; Approved Suppliers; Our Affiliate
Non-Fitness Equipment (See Note 4)	$89,200 - $1,315,000	Varies	Varies	Your Lender; Approved Suppliers; Our Affiliate
Pre-Sale/Grand Opening Marketing (See Note 5)	$40,000 - $120,000	Varies	Monthly, as incurred	Paid to various media companies and other third parties to promote the opening of your business (See Note 5)
Exterior Signs	$12,000 - $40,000	Varies	Before opening	Approved suppliers or per specifications
Computer System, Point of Sale System, and other Supplies (See Note 6)	$1,000 - $7,000	Varies	Varies	Approved suppliers or per specifications
Insurance	$25,000 - $45,000	Lump sum payment of first year premium for one location	Before opening	Insurance companies
Real Estate Lease Deposits (See Note 7)	$0 - $95,000	Lump sum	When you sign your lease	Landlord

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Other Deposits (See Note 8)	$0 - $23,000	Lump sum	When you engage the service	Utilities, banks/credit card companies, leased equipment vendors, alarm company, telephone company
Professional Fees	$2,000 - $25,000	Varies	Varies	Accountants, lawyers, etc.
Out-of-Pocket Initial Training Expenses	$2,000 - $10,000	Varies	Varies	Airfare, ground transportation, meals, lodging, etc.
Licenses/Bonds (See Note 9)	$10,000 - $25,000	Lump sum on application	Before opening	Government agencies and bonding companies
Additional Funds - three months (See Note 10)	$68,000 - $459,000	Varies	Varies	Payroll, debt services, ongoing pre-sale/grand opening marketing (see Note 5), and cash to cover miscellaneous day-to-day expenses
Total (See Note 11)	**$1,282,500 - $5,386,000**	**(Excludes the cost of purchasing or leasing real estate)**		

Except as described in Note 10 (Additional Funds), the expenses in this Item 7 chart are estimates of your initial investment in one location prior to commencing operations. The estimated initial investment for a conversion facility will be substantially the same as the estimated initial investment for a new facility. We cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on how closely you follow the **PLANET FITNESS** System standards, your management skill, experience and business acumen, local economic conditions, the acceptance by local consumers of our approved services, prevailing wage rates, real estate conditions, competition, etc. Unless otherwise noted, all fees payable to us or our affiliates are non-refundable.

Notes:

Note 1 See Item 5 for more information on the Initial Franchise Fee. If you sign an Area Development Agreement, you must commit to opening one or more **PLANET FITNESS** locations, and you will pay an Area Development Fee of $10,000 - $30,000 per location. This Area Development Fee is in addition to the Initial Franchise Fee for each location that you must pay at the time you must sign each franchise agreement, assuming we are no longer waiving the Initial Franchise Fee for locations opened under an Area Development Agreement. See Item 5 for more information on the Area Development Fee.

Note 2 We may require you to reimburse us for our reasonable expenses, including the costs of travel, lodging and food, incurred in site evaluation for each visit we make at your request.

Note 3 The estimated initial investment does not include costs to lease or purchase real estate beyond the initial lease deposit and typical leasehold improvements. We do not require you to purchase real estate. **PLANET FITNESS** businesses typically are located in strip centers, malls, and freestanding locations. Typically, you will need to lease a building of approximately 15,000 to 25,000 square feet and pay the cost of site work and/or leasehold improvements. The cost of purchasing or leasing and developing a site for a **PLANET FITNESS** franchise will vary considerably depending on the location, size, local real estate market, current buildout of the location and other factors. Your leasehold improvement costs may be less if your landlord provides you with a tenant improvement allowance. Although we do not typically recommend building your own building in which to operate your **PLANET FITNESS** franchise, in certain instances, franchisees that are familiar with the **PLANET FITNESS** model have decided to build their own building. Building your own building may increase the cost significantly and exceed the estimated range. In addition, your costs may significantly exceed the estimated range if you choose a location in an area with unusually high real estate costs and/or construction or other costs which, in our experience, you may encounter in certain dense urban areas.

Note 4 You must acquire the fitness equipment and other non-fitness equipment (such as televisions, tanning beds, trusses, lockers, interior signage, flooring, fans, and the like) for your location through our approved supplier. You may purchase or finance the equipment. If you finance it, you are responsible for obtaining financing. If you finance it, we estimate that the cost to make down payments on financed required fitness equipment for a new location generally ranges between $33,300 and $298,500. If you choose to purchase rather than finance the required equipment for your location, the cost to purchase the equipment will generally range between $333,000 and $995,000. These estimates, however, may vary. In addition, we estimate that your cost to make down payments on non-fitness equipment generally ranges between $89,200 and $394,500 with the total estimated cost to purchase the non-fitness equipment ranging between $892,000 and $1,315,000. The amount of your down payment on equipment that you finance, as well as the purchase price of the equipment (should you choose not to finance), may vary depending on the size of your location and your financing terms and credit.

Note 5 The stated amount is an estimate of the amount you are required to spend on pre-sale/grand opening marketing before opening. The remaining pre-sale/grand opening marketing expenditure is included in the "Additional Funds" described in Note 10. The pre-sale/grand opening marketing period typically begins no less than 60 days immediately before the date that you intend to commence regular operations at your **PLANET FITNESS** location, and it may be as long as 180 days after you commence regular operations ("Pre-Sale/Grand Opening Marketing Period"). You must spend on your pre-sale/grand opening marketing plan an amount set by us, which will be $20,000 to $30,000 per every 30-day period. We may not require you to spend more than $120,000 on pre-sale/grand opening marketing, absent a material delay in the commencement of regular operations. We will determine the amount of the Pre-

Sale/Grand Opening Marketing Expense and length and start date of the Pre-Sale/Grand Opening Marketing Period based upon the location of the **PLANET FITNESS** business, demographics and other factors. As explained more fully in Item 11, we may reduce the length of the Pre-Sale/Grand Opening Marketing Period and related expenses based on market saturation and other factors. Presale marketing expenses will include a variety of marketing, public relations programs, media and advertising materials that we approve. You will conduct your pre-opening marketing efforts both online and from a temporary facility located at or near the site of your future **PLANET FITNESS** location, as described in the Operations Manual. We must accept the proposed physical location of your pre-opening marketing temporary facility. In addition to other standards that we specify in the Operations Manual and as we otherwise may direct in writing, the temporary facility must be clean and in good repair, provide you with good visibility to the public, conform to our network security requirements and display the marks in the form and manner we specify. Possible temporary facilities include, among other things, small retail space or a trailer that is used solely for presale marketing efforts and satisfies the above criteria. Your temporary facility for pre-opening marketing cannot be your home or a residence of any kind. We are conducting a marketing pilot program that will temporarily reduce pre-sale requirements for certain businesses. See Item 11 for additional details.

Note 6 — You must purchase your club management, member management, and point of sale software, services, and hardware (collectively "Point of Sale System" or "POS System"), and other hardware required to operate your club(s), from our designated POS supplier as described in Item 11 and/or other third-party vendors or us as we may require in the Methods of Operations. You must also pay our designated POS supplier for on-site training on the POS System. You must pay the costs necessary to ensure continued PCI compliance. Additionally, changes in technology or security requirements may necessitate new hardware, software or services and you will be responsible for these costs.

Note 7 — The cost of leasing a site for a **PLANET FITNESS** franchise will vary considerably depending on various factors such as the location's size, local real estate market and other factors. As noted in Note 3 above, you will typically need to lease a building of approximately 15,000 to 25,000 square feet. The amount of your deposit is heavily dependent on your negotiations with your landlord.

Note 8 — This estimate is based on the deposits typically paid by our corporate locations for utilities, credit cards or bank accounts and equipment purchases or leases. We do not collect this information from our franchisees. Your costs may be lower or higher depending on the size of your **PLANET FITNESS** location, local market conditions, your business acumen, and various other factors.

Note 9 — The cost of the licenses and bonds you must acquire may vary significantly depending on the laws that apply in your jurisdiction.

Note 10 — This estimate includes expenses before opening your **PLANET FITNESS** location and marketing and certain startup expenses for the first 3 months after you commence regular operations and is calculated based on the operation of our corporate clubs. The expenses include your estimated pre-sale/grand opening marketing expense

during this period. You will incur additional expenses after the initial period. These figures are estimates based on our and our affiliates' experience in operating **PLANET FITNESS** locations, and your experience may vary depending on whether you finance tenant improvements, your location, and other factors. You may need additional operating capital, or you may need it for a longer period of time. We cannot assure you that you will not have additional expenses in starting your franchise location.

Note 11 Except as otherwise noted, none of these payments are refundable. This is an estimate of your initial investment and is based on our estimate of average costs and market conditions prevailing as of the date of this Disclosure Document and is based on our and our affiliates' experiences. We do not permit franchisees to borrow more than 80% of the initial investment for their **PLANET FITNESS** business. The total investment necessary to begin operation of a single **PLANET FITNESS** business, excluding real estate acquisition costs, ranges from $1,282,500 to $3,769,000, if you finance your equipment. Our estimates do not include any finance charges, interest or debt service obligations. The availability and terms of financing will depend on factors like the availability of financing generally, your credit worthiness, your relationship with banks, your business experience, and the amount of down payment and additional collateral you may offer to a lender to secure a loan. You should review the amount in this Item 7 carefully with a business advisor before making any decision to purchase the franchise. You are cautioned to allow for inflation, discretionary expenditures, fluctuating interest rates and other costs of financing and the local market conditions, which can be highly variable and can result in substantial, rapid and unpredictable increases in costs. You must bear any deviation or escalation in costs from the estimates in this Item 7 or estimates we give you in any phase of the development process.

If you purchase a company-owned **PLANET FITNESS** location, the financial and other terms may vary from the standard terms of our Franchise Agreement.

Estimated Initial Investment for Purchasing a Company-Owned Location.

If you purchase an existing company-owned **PLANET FITNESS** location, you may have to make a greater or smaller investment than the estimated initial investment shown above depending on the circumstances, including the condition of the facility. The price and terms of payment for these **PLANET FITNESS** locations will be established by mutual agreement. Any mutual agreement will be incorporated into the Franchise Agreement or other related purchase agreements for the location.

Estimated Initial Investment Under an Area Development Agreement.

If you sign an Area Development Agreement, you must commit to open one or more **PLANET FITNESS** locations in a Development Area within a certain period of time. You will pay an Area Development Fee equal to $10,000-$30,000 per location, depending upon the circumstances. The Area Development Fee is in addition to the Initial Franchise Fee for each location you open under the Area Development Agreement. The balance of your initial investment requirements for your first **PLANET FITNESS** franchise is described in the above table. You will incur additional costs and expenses during the term of the Area Development Agreement as you open the remaining number of **PLANET FITNESS** franchises required under the Area

Development Agreement. Those additional costs of development may increase over the term of the Area Development Agreement based on inflation and other economic factors.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure that high and uniform standards of service and quality are maintained in all **PLANET FITNESS** businesses, you must operate your **PLANET FITNESS** franchise in conformity with our methods, standards and specifications and you must purchase services, supplies, fixtures, equipment, merchandise, goods, and inventory only from suppliers we have approved. Although you are not required to purchase or lease real estate from us or our affiliates, we must accept your location (See Item 11). If you lease the premises, the lease must contain the Franchisor Lease Provisions, a copy of which is included in Appendix E to the Franchise Agreement. You must improve and equip the location in accordance with our then-current approved design, specifications and standards. In addition to meeting our design specifications, it is your responsibility to comply with the Americans with Disabilities Act and all other federal, state and local laws.

The Franchise Agreement authorizes you to use the Marks only in the operation of your **PLANET FITNESS** business and only in connection with the products and services specified by us in writing. The purpose of this requirement is to ensure that all franchisees adhere to the uniformity and quality standards associated with **PLANET FITNESS** businesses and Marks. You do not have the right to sublicense use of the Marks and thus you may not authorize any third party to use the Marks for any purpose, including marketing materials, apparel, equipment or any other item. You must obtain our prior approval before using any advertising materials you prepare, and before establishing any website, social media or social networking site, profile, account or hashtag relating to or making reference to us, your **PLANET FITNESS** location, or the Marks. Any approved use of the Marks must comply with our policies. You may only work with marketing suppliers we have approved and you must work with an advertising or media agency that is an approved supplier to administer your LAF spending.

The fixtures, furnishings, fitness equipment, displays, merchandise, goods, services, uniforms, insurance, signs, marketing and branded materials, data security and privacy services and technology, and other products or supplies for your facility must be purchased from us, our approved suppliers or according to our specifications. You must also use our approved suppliers to resell or donate any used equipment. Approved suppliers and specifications are in our Operations Manual (as described in Item 11) and can be accessed electronically through our designated franchise portal ("Designated Franchise Portal"). Approved suppliers and specifications are determined based on the current needs for operating the franchised business. We evaluate approved suppliers based on price, service, quality, terms, financial strength, whether commissions are offered and other commercially reasonable benchmarks. The identity of approved suppliers and these specifications may be updated periodically in writing by modifying the Operations Manual or otherwise communicating the modification to our franchisees. We may refer you to potential sources of financing for various aspects of the **PLANET FITNESS** business such as costs related to build-out and equipment acquisition. Although we do not currently do so, we and our affiliates reserve the right to receive consideration and other payments in the future if you obtain financing from a lender to whom we referred you.

We may limit the number of vendors and suppliers for products, goods, services, supplies, fixtures and equipment. We also may designate a single source of supply for certain products and

services. We or an affiliate may be that single source. Currently, our affiliate PF Equipment is the sole supplier of the required fitness equipment for **PLANET FITNESS** franchises in the U.S. In purchasing your fitness equipment from PF Equipment, you must agree to the Equipment Terms attached to this Disclosure Document as Exhibit "K-1". We are also the sole provider of certain third-party customer relationship management software and applications you must use in your **PLANET FITNESS** business. Neither we nor our affiliates are currently approved suppliers of any other products. However, in the future, we, an affiliate or a third-party we designate may be the sole supplier of special marketing programs in which you must participate as well as various other products or services. For all products and services purchased from us and our affiliates, you must pay the then-current price in effect which may be more than cost. Under emergency circumstances, we may purchase items for you that we determine are necessary for you to operate your business. You must reimburse us for these purchases.

In most cases, we have sole or mandatory suppliers, but in unique circumstances, you may request approval of an alternate supplier. We have the right to approve or disapprove any supplier, and we may approve or disapprove a supplier in our sole discretion. If we request, you must submit samples and other information we require for testing or to otherwise determine whether the product, material, or supply meets our specifications and quality standards. We do not currently impose any fee for our consideration, but we may obtain from you and/or the approved suppliers reimbursement of our actual costs and expenses incurred in the approval process and on-going monitoring of the supplier's compliance with our requirements, not to exceed $25,000. In evaluating a proposed supplier, we may consider a variety of factors including, the prospective supplier's: (a) ability to meet our standards and specifications, (b) standards of service, (c) capacity to provide adequate and timely supply, (d) commercial reputation, (e) pricing and shipping costs, (f) data security and privacy policies and practices, (g) relationships, if any, with any Competitive Business, and (h) willingness to enter into a supply agreement acceptable to us. We will generally notify you of our approval or disapproval within 45 days of our receipt of all the information and samples we request. If we revoke approval of any supplier or any item offered by a supplier, we will send you written notice of our revocation of an approved supplier or item. You must exercise commercially reasonable efforts to terminate your relationship with a disapproved supplier.

We may impose obligations on approved suppliers, which will be incorporated in a written license agreement with the supplier. We do not act as an agent, representative or in any other intermediary or fiduciary capacity for you in our relationship with an alternative supplier you propose and we approve. We may monitor the quality of services provided by approved suppliers in a manner we deem appropriate and may terminate any supplier who does not meet our quality standards and specifications. Although we cannot guarantee any specific arrangements, we attempt to negotiate purchase arrangements with third-party suppliers (including price terms) for the benefit of **PLANET FITNESS** businesses. We do not warrant the products and services of suppliers.

We do not provide material benefits (for example renewal or additional franchises) to a franchisee based on their use of designated or approved suppliers. When your franchise is up for renewal or if you apply for an additional franchise, among the factors we consider are your compliance with your Franchise Agreement and support of our programs and policies, which would include compliance with the requirements described in this Item 8.

We and our affiliates reserve the right to receive commissions or other consideration from suppliers in connection with your purchase of goods, products and services ("Vendor Revenue"). However, if your Franchise Agreement contains a Royalty of at least 7%, or you are contractually

entitled to a Royalty of less than 7% but have agreed to an additional Royalty of 1.59%, then we and our affiliates will limit our collection of Vendor Revenue to the following permitted categories ("Permitted Categories"): (i) the sale and placement of fitness equipment; (ii) goods, products and services sold directly to you by a vendor in which we have a material ownership interest, if the goods, products and services are sold to you at or below fair market value and the margins are reasonable; or (iii) goods, products and services which are directly revenue-generating to your **PLANET FITNESS** business (i.e., not giveaway goods, products or services for which no incremental revenue may be earned by you) and you are not otherwise required to pay a Royalty on the revenue directly generated from the goods, products or services. Despite these limitations, we may earn Vendor Revenue outside of these Permitted Categories if all of the Vendor Revenue outside of the Permitted Categories is contributed directly to the NAF ("NAF Contribution"), so long as (i) the NAF Contribution is not derived from otherwise available price reductions on such goods, products or services (e.g., vendor offers marketing funds to us but is unable or unwilling to further reduce price), or (ii) we determine that the price reductions on such goods, products or services on a per **PLANET FITNESS** business basis are insignificant. We will consult with the recognized franchisee association (or the appropriate subcommittee thereof) and seek their input in advance if we are offered a NAF Contribution.

When we collect Vendor Revenue, most of these payments are calculated as an amount based on products sold. We will retain and use such payments as we deem appropriate or as required by the vendor. You can expect items purchased or leased in accordance with our specifications will represent approximately 97% of total purchases you will make to begin operations of the business and an estimated 11% to 40% of the ongoing costs to operate the business. We are not aware of any purchasing or distribution cooperatives in the **PLANET FITNESS** system at this time.

In the year ended December 31, 2025, our affiliate, PF Equipment, had gross revenue from health club equipment purchased or leased by franchise locations, and from providing equipment placement and assembly services in connection with such equipment, of approximately $333,000,000, plus a volume-based rebate based on franchisee equipment purchases of approximately $22,000,000. In the year ended December 31, 2025, we derived approximately $60,000 in commission gross income based on franchise purchases from other approved suppliers, which was less than 1% of our total 2025 revenue of $385,100,000. In the year ended December 31, 2025, our affiliate Assetco received discounts from PF Equipment with a value of approximately $9,600,000. This information is taken from our and our affiliates' internal accounting statements. These amounts exclude amounts paid from international franchisees and company-owned locations.

If you fail to make any payment when due to a designated supplier, or if we (in our reasonable discretion) determine that it is the most efficient method to remit payment to any supplier, we may act as a pass through by collecting payments (past due, current and future) for the specific product or service and remitting those payments to the supplier, who ultimately provides the product or the service to you. If we act in this pass-through capacity, we will collect your vendor payment on the day(s) assigned as your Monthly Membership Billing Days, as defined in the Franchise Agreement (or as we otherwise designate in writing) and remit the payment to the supplier as arranged. Products and services for which we may act as a pass through may include equipment, fixtures, goods, merchandise, inventory, marketing campaigns or materials, lending services, computer hardware and software, supplies, uniforms and other categories of products and services that you may purchase from designated suppliers. Although we do not currently do so,

we and our affiliates may receive commissions or other consideration for acting as a pass through between you and any supplier.

None of our officers own an interest in any supplier to the **PLANET FITNESS** franchise system.

Insurance

You must procure and maintain in force from an insurance company with an "A-" or better rating by AM Best and a Financial Size Rating of "VIII" or better: (a) commercial general liability insurance (without tanning exclusion); (b) Special Form property insurance, including fire and extended coverage, vandalism and malicious mischief insurance, for 100% of the replacement value of your **PLANET FITNESS** franchise and its contents; and (c) any other insurance policies, like business interruption insurance, abuse and molestation insurance, tanning insurance, employment practices liability insurance, automobile insurance, unemployment insurance, cyber liability insurance, excess umbrella insurance and worker's compensation insurance (with a broad form all-states endorsement) as we specify. For any interruption in the operation of your business (except for an interruption due to a remodel of the business), you must continue to pay us, during such period of interruption, continuing Royalty fees based on the average monthly Royalty fees paid by you during the twelve (12) months immediately preceding the period of interruption. However, if (a) this interruption is due to force majeure, (b) you have obtained the insurance coverage we require or reasonably recommend, and (c) you properly and timely submit all applicable insurance claims, the Royalty fees payable to us during this period of interruption will be based on the insurance payments, if any, you receive. Your insurance must also cover identity theft and theft of personal information, including the costs of notifying members whose information has been compromised. All insurance policies must: (1) be issued by carriers approved by us; (2) contain the types and minimum amounts of coverage, exclusions and maximum deductibles as we prescribe periodically; (3) contain an additional insured endorsement naming Planet Fitness Holdings, LLC as an additional insured; and (4) include such other provisions as we may require periodically. You agree to provide us 30 days' prior written notice of any reduction in insurance limits, downgraded insurance paper or cancellation or expiration of an insurance policy. You must furnish us with a Certificate of Insurance annually, upon our request. We reserve the right to request schedules of insurance and/or insurance policy copies to review for compliance. We do not guarantee that any insurance that we require or recommend you to purchase, or which we purchase on your behalf, will provide adequate coverage for you. You should consult with your own advisors to determine if any additional insurance coverage is recommended for your **PLANET FITNESS** business.

Below are the types and minimum coverage amounts that we currently typically require for each franchised **PLANET FITNESS** business per location. If we change our insurance coverage requirements, you will have at least thirty (30) days to comply with those changes. If your state requires greater coverage amounts for the categories listed below, you must obtain and maintain coverage as required by your state.

COMMERCIAL GENERAL LIABILITY:	
Each Occurrence	$1,000,000
General Aggregate Limit:	$2,000,000
Products/Completed Operations Aggregate Limit:	$2,000,000
Personal and Advertising Injury Limit:	$1,000,000
Fire Damage Legal Liability Limit – any one fire	$1,000,000

Abuse and Molestation (silent/non-exclusionary language) – each occurrence $1,000,000

Tanning (silent/non-exclusionary language) – each occurrence $1,000,000
Additional Insured – Grantor of Franchise Endorsement (CG 20 29 04 13 or its equivalent)

PROPERTY INSURANCE:

Business Personal Property	Value of personal property
Tenant Improvements and Betterments	Value of tenant improvements
Business Income Coverage	50% of Annual Gross Revenue
Earthquake & Flood Coverage*	May be sublimited

*Earthquake & Flood Coverage is recommended, and we may require it in certain circumstances.

(2 or more locations – Coverage written on a blanket basis)

CYBER COVERAGE:
(Includes Privacy Liability, Network Security (aka Network Interruption), Ransomware and Notification Expense Coverage; Retroactive date must cover all years as a **PLANET FITNESS** franchisee)

1 to 5 locations:	$1,000,000 per claim (minimum) $1,000,000 aggregate (minimum)
6 to 10 locations:	$2,000,000 per claim (minimum) $2,000,000 aggregate (minimum)
11 to 50 locations:	$3,000,000 per claim (minimum) $3,000,000 aggregate (minimum)
51 to 100 locations:	$5,000,000 per claim (minimum) $5,000,000 aggregate (minimum)
101 or more locations:	$10,000,000 per claim (minimum) $10,000,000 aggregate (minimum)

AUTOMOBILE LIABILITY:

Bodily Injury and Property Damage Combined Single Limit:	$1,000,000
Hired and Non-Owned Liability Limit:	$1,000,000

WORKERS' COMPENSATION:

Workers' Compensation:	STATUTORY (with All States Broad Form)
Employer's Liability:	$500,000 per employee, bodily injury by disease; $500,000 policy limit, bodily injury by disease; $500,000 per employee, bodily injury by accident.

EMPLOYMENT PRACTICES LIABILITY:
(Retroactive date must cover all years as a **PLANET FITNESS** franchisee)

1 to 5 locations:	$1,000,000 per claim (minimum) $1,000,000 aggregate (minimum)

6 to 10 locations:	$2,000,000 per claim (minimum) $2,000,000 aggregate (minimum)
11 to 24 locations:	$3,000,000 per claim (minimum) $3,000,000 aggregate (minimum)
25 or more locations:	$5,000,000 per claim (minimum) $5,000,000 aggregate (minimum)

UMBRELLA LIABILITY:
(in excess of all other insurance coverage)

1 to 2 locations:	$2,000,000 each occurrence (minimum) $2,000,000 aggregate (minimum)
3 to 10 locations:	$5,000,000 each occurrence (minimum) $5,000,000 aggregate (minimum)
11 to 50 locations:	$10,000,000 each occurrence (minimum) $10,000,000 aggregate (minimum)
51 to 100 locations:	$15,000,000 each occurrence (minimum) $15,000,000 aggregate (minimum)
101 or more locations:	$25,000,000 each occurrence (minimum) $25,000,000 aggregate (minimum)

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Article in Franchise Agreement	Article in Successor Amendment	Article in Acquisition Amendment	Article in Area Development Agreement	Article in Conversion Amendment	Disclosure Document Item
a. Site selection and acquisition/ lease	4	4	3	2 and 4	3	7 and 11
b. Pre-opening purchases / leases	4	4	3	Not applicable	3	7 and 8
c. Site development and other pre-opening requirements	4	4	3	1 and 2	3	6, 7 and 11
d. Initial and ongoing training	4 and 6	4 and 6	3 and 5	4 and 8	Not applicable	6 and 11
e. Opening	4	2, 4, and 8	3,	2 and 7	3	11

Obligation	Article in Franchise Agreement	Article in Successor Amendment	Article in Acquisition Amendment	Article in Area Development Agreement	Article in Conversion Amendment	Disclosure Document Item
f. Fees	4, 5, 6, 9, 10, 12, 13, 14, 15, 17, and 19 and Appendix G	4, 5 and 11	4 and 10	6, 7, 10, 17, and 32	Not applicable	5 and 6
g. Compliance with standards and policies / Operations Manual	6, 7, 8, 9, 10, 13, 14, and 15	4, 7 and Appendix G	3, 6 and Appendix G	2, 10, 11, 13 and 14	3, 4 and Appendix G	8 and 11
h. Trademarks and proprietary information	1, 3, 6, 7, 8, 9, 10, and 16	Not applicable	Not applicable	5 and 14	Not applicable	13 and 14
i. Restrictions on products/services offered	4, 5, 9, and 10	4	3	Not applicable	Not applicable	8 and 16
j. Warranty and customer service requirements	9	Not applicable	Not applicable	13	Not applicable	11
k. Territorial development and sales quotas	Not applicable	Not applicable	Not applicable	1, 2, 9, 10 and 15	Not applicable	12
l. Ongoing product/service purchases	4, 5, 9, and 10	Not applicable	Not applicable	Not applicable	4	8
m. Maintenance, appearance and remodeling requirements	6, 9 and 14	1, 4, 7 and Appendix G	1, 3, 6 and Appendix G	Not applicable	4 and Appendix G	6 and 7
n. Insurance	4 and 9	4	3	Not applicable	3	6, 7 and 8
o. Advertising	10 and Appendix G	8	7	Not applicable	5	6, 7 and 11
p. Indemnification	1, 2, 4, 7, 8, 9, 10, 15, 16, 17 and 18	Not applicable	Not applicable	8, 14, 18, and 26	Not applicable	6
q. Owner's participation/ management/ staffing	2, 6, and 9	4 and 6	3 and 5	8	2	11 and 15
r. Records/reports	4, 9, 10, 11, 12, 15, 19, and 20	Not applicable	Not applicable	11	Not applicable	6
s. Inspections/audits	4, 10, 11, and 12	Not applicable	Not applicable	Not applicable	Not applicable	6 and 11
t. Transfer	13	9	8	16 and 17	6	17
u. Renewal	14	1 and Appendix G	Not applicable	Not applicable	Not applicable	17
v. Post-termination obligations	7 and 16	Not applicable	Not applicable	9, 14, and 15	Not applicable	17

Obligation	Article in Franchise Agreement	Article in Successor Amendment	Article in Acquisition Amendment	Article in Area Development Agreement	Article in Conversion Amendment	Disclosure Document Item
w. Non-competition covenants	2.2, 2.3, 16, and Appendix C	Not applicable	Not applicable	14 and Exhibit C	Not applicable	17
x. Dispute resolution	19	Not applicable	Not applicable	22, 23, and 24	Not applicable	17
y. Other – Guaranty (Note 1)	2.2, 13.4	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

1. Franchise Agreement - Any person or entity who has a 10% or greater interest in you must sign the Guaranty of Franchisee's Obligations, the current form of which is attached to the Franchise Agreement, agreeing to be personally bound by the Franchise Agreement and guaranteeing your obligations under it. We may allow an affiliate to sign this Guaranty in lieu of these owners if the affiliate meets our requirements. See Item 16.

ITEM 10
FINANCING

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

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

Except as listed below, the Franchisor is not required to provide you with any assistance.

If you purchase a company-owned location, we will incur similar obligations to you as described in this Item 11. Unless specified otherwise, all references are references to articles or sections of the Franchise Agreement.

We may provide you any of these services through our employees or representatives, through our affiliates, or through any third party provider we designate. Under the management agreement between Holdings and us, as described in Item 1 above, Holdings, acting as Manager, will, at all times acting on our behalf, discharge all of our duties and obligations under Planet Fitness Franchise Agreements and Area Development Agreements in the United States.

Franchise Agreement

Pre-Opening Assistance

Before you open your **PLANET FITNESS** business, we will:

1. Instruct you in Methods of Operations (Article 9);

2. Accept your choice of a location (Article 4.1.). The factors we consider regarding your choice of a location for your **PLANET FITNESS** franchise include general location and neighborhood, demographics, zoning, traffic patterns, parking, street

visibility, overall interior and exterior size and shape, physical characteristics of the existing or future building including neighboring or surrounding co-tenants at a property, and lease terms;

3. Review and accept certain provisions of your lease for your location (Article 4.2.);

4. Provide you with specifications and layouts for your **PLANET FITNESS** location (Article 4.4.);

5. Provide you with an initial training program (Article 6.1.);

6. Provide you with lists of start-up inventory, furniture, fixtures, software, equipment and supplies (Article 4.5.);

7. Approve or disapprove, and in the case of our disapproval provide feedback on, your pre-sale marketing plan and your grand opening marketing plan, under which, collectively, you must expend no less than $20,000 and up to $30,000 per 30 days, subject to a maximum required spend of $120,000, absent a material delay in the commencement of regular operations (Article 10.2.);

8. Loan to you the confidential Operations Manual describing the Methods of Operations (Article 6.5).

Ongoing Assistance:

During the operation of your business, we will:

1. Provide you with refresher training (Article 6.2.);

2. Provide you with general guidance on operating issues concerning the location, system standards, marketing programs, etc. (Article 6.3.);

3. Provide you with Internet and telephone consultation (Article 6.4.);

4. Provide you with wholesaling services where we may ourselves act as an approved or designated source for products, merchandise, accessories, fixtures, furnishings, equipment, signs, etc. (Article 6.4.);

5. Provide you with manufacturing services where we may manufacture, package and ship products, merchandise, accessories, fixtures, furnishings, equipment, signs, etc. to you (Article 6.4.);

6. Provide you with ongoing marketing programs (Article 6.4.);

7. Provide you with meetings, seminars or conventions where we may get together with you and other **PLANET FITNESS** franchisees for business or social purposes (Article 6.4.);

8. Provide you with research and development regarding Methods of Operations (Article 6.4.);

9. At your request, we may furnish additional guidance and assistance and, in such case, may charge the per diem fees and charges we establish periodically. If you request, or if we require, additional or special operational training for your employees, you must pay all expenses we incur in connection with this additional or special operational training or support, including per diem charges and travel and living expenses for our personnel (Article 6.4.);

10. Loan to you the confidential Operations Manual describing the Methods of Operations (Article 6.5).

Area Development Agreement

Pre-Opening Assistance

Before you begin your area development business, we will identify the geographic area where you will develop **PLANET FITNESS** businesses (ADA Article 1).

Ongoing Assistance

We do not provide any additional ongoing assistance to you under the Area Development Agreement and have no further obligations to you under the Area Development Agreement. Any ongoing assistance will be provided to you under the Franchise Agreements you enter into for locations in your area (ADA Article 4).

Franchise Site Selection

You select the site for your **PLANET FITNESS** location. We will provide you with our standard site selection criteria or an on-site evaluation of your proposed sites, as we deem appropriate. You must verify to us that your site complies with our site selection criteria. If we do not accept a site you propose, you may propose another site. We do not select or endorse your site. We do not provide any assistance regarding the construction, remodeling, furnishing or decorating of your business, or conforming the premises to local building codes or obtaining any required permits. We do not negotiate the purchase or lease of a site, and generally we do not own or lease premises and then lease them to you.

Before you lease or purchase any site for a **PLANET FITNESS** location, you must submit a complete site information form to us via our web portal. We will review each site submitted and determine whether we accept the site you propose. Factors we review include the general location and neighborhood, demographic information, traffic patterns, access, visibility, location of other competing facilities, location of existing **PLANET FITNESS** businesses, size, configuration, appearance and other physical characteristics of the site. If we accept the site, we will send you a site acceptance e-mail which will be valid for 6 months, during which time a lease must be executed or property purchased. We will use reasonable efforts to make a site acceptance decision within 30 days after we acknowledge receipt of a complete Site Acceptance Form and any other materials we have requested. If you operate an existing fitness facility business, you will already have a site for your **PLANET FITNESS** franchise location, subject to our acceptance before you sign a Franchise Agreement with us.

Neither our acceptance of the site nor any information communicated to you regarding our standard site selection criteria for **PLANET FITNESS** locations will constitute a warranty or

representation of any kind, express or implied, as to the suitability of the site for a **PLANET FITNESS** location. Our acceptance of the proposed site merely signifies that we are willing to grant a franchise for a **PLANET FITNESS** location at the site. Your **PLANET FITNESS** location may not be relocated unless you first obtain our written consent and meet our relocation requirements. We will accept a relocated site if it meets our then-current site selection criteria.

We estimate the time from the date you sign the Franchise Agreement to the date you open your **PLANET FITNESS** location to be between 8 and 18 months. However, this time estimate may vary depending on numerous factors including location, construction schedules, permitting requirements, the availability of equipment, materials and labor, and financing. You must lease, sublease or purchase a location we accept within 6 months of your signing the Franchise Agreement (Article 4.2). You must begin construction of your location within 120 days after signing your lease or purchasing the property, and you must complete construction within 120 days after beginning construction (Article 4.4). The development timelines required by the Franchise Agreement are independent of the development timelines required by the Area Development Agreement (see Item 17). If you and we cannot agree on a suitable location for your franchise within the required timeframe, if you fail to begin construction within the required timeframe, or if you fail to complete construction within the required timeframe, we may terminate the Franchise Agreement and retain your Initial Franchise Fee. Your **PLANET FITNESS** location must be open and operating within 360 days after you sign the Franchise Agreement, or in the case of a ground-up build, 480 days after you sign the Franchise Agreement, and in either case, within 5 days after we notify you that the conditions to opening have been satisfied (Article 4.8). We may terminate the Franchise Agreement and retain your Initial Franchise Fee and any other amounts you have paid us or our affiliates if you fail to satisfy any of these timelines.

We will determine or accept the location of any future locations opened under your Area Development Agreement based on our then-current standards for site selection.

Advertising

We have no obligation to conduct advertising.

Local Advertising Funds

You must spend the following amounts on locally advertising and promoting your **PLANET FITNESS** business:

During each calendar year, you must spend at least the greater of $60,000 or 7% of cumulative Monthly EFT for that year. During 2026, you must spend at least the greater of $50,000 or 6% of cumulative Monthly EFT for that year. During the first quarter of each year (including 2026), you must spend at least the greater of $24,000 or 10% of cumulative Monthly EFT for that quarter. During the second, third and fourth quarters of each year (including 2026), you must spend at least the greater of $4,000 or 3% of cumulative Monthly EFT during each month in those quarters (in addition to the amounts required to meet your annual local advertising spending requirement). If your **PLANET FITNESS** business is not open for an entire month, quarter, or year, the minimum dollar amount that must be spent for that month, quarter, or year will be prorated for the portion of the year, quarter, or month the club was open. The minimum percentages are not prorated.

These amounts spent on local advertising will be designated as Local Advertising Funds ("LAF"). If you own and operate multiple **PLANET FITNESS** businesses in the same market area and LAF spending for those **PLANET FITNESS** businesses is not separated, you can meet your LAF spending requirement on an aggregate basis. But we can require you to meet the LAF spending requirement on an individualized basis for a **PLANET FITNESS** business: (a) during its first year of operation, or (b) if we determine hyper-marketing for the business is necessary due to market conditions like competition.

We may, from time to time, administer a system-wide program in which we offer to match local advertising funds spent in excess of certain thresholds.

If you do not comply with your LAF requirements, we may (i) collect the LAF from you and administer them on your behalf, and collect from you the administrative costs we incur during this process based on a reasonable allocation of personnel salaries, benefits, and overhead for the time spent by our employees to administer the LAF on your behalf (which we anticipate to be about 8% of the funds administered), or (ii) collect the amount by which you underspent and contribute that amount to the NAF.

If you believe that your **PLANET FITNESS** business should not be required to spend the LAF at the levels specified above, you may request approval for an alternative local marketing plan with a lower proposed LAF ("ALMP") by submitting, for approval by us, a detailed proposed ALMP and specifying the reasons for your request. We will try to respond to this request within 60 days after you provide us with all information we request. We will make our decision in our reasonable business discretion and base it on such factors as market saturation, competition, and the use of an approved cooperative, among other factors. If the ALMP is approved by us in writing, your compliance with the ALMP will constitute compliance with the LAF requirements. Our approval of an ALMP does not grant you an automatic right to any future ALMP.

We may collect the LAF (in whole or in part) from all franchisees and administer it on their behalf if we determine this is appropriate. We will provide you with at least 30 days' notice if we change the amount you must spend, how the amount must be spent, or whether the amount is to be collected by us. If we collect LAF contributions directly from you, LAF contributions will be payable on the first business day following the immediately preceding reporting period, together with the Royalty fees. The funds may be electronically drafted. The LAF monies will be used to pay for the cost of implementing local marketing plans developed by you and approved by us or, if we collect LAF contributions from you, to reimburse you (up to an amount not to exceed the LAF contributions so collected) for the costs you incur in implementing local marketing plans developed by you and approved by us.

For these purposes, advertising expenditures include: (a) amounts contributed to advertising cooperatives; and (b) amounts spent by you for advertising media, such as television, radio, Internet, newspaper, billboards, posters, direct mail, collateral and promotional items, advertising on public vehicles (transit and aerial) and, if not provided by us, cost of producing approved materials necessary to participate in these media. Advertising expenditures do not include amounts spent for items which we deem inappropriate for meeting the minimum advertising requirement, including permanent on-premises signs, promotional club expenses for items to be distributed onsite (such as T-shirts, pens, stickers, pizza, bagels, and member identification, but excluding other mandatory giveaway items), lighting, personnel salaries or administrative costs, transportation vehicles (even though such vehicles may display the Marks), Yellow Pages advertising, discounts, free offers, member retention efforts (other than working

media) and employee incentive programs. We may modify the list of advertising expenditures in the Operations Manual at any time. We must approve any advertising you create on your own, including any websites or other web pages, social media or social networking sites, before you use them. You must submit written samples of any advertising you propose to create on your own to us at least 30 days before its production. If you do not receive written approval from us within 15 days after our receipt, the advertising will be deemed disapproved.

If we accept the relocation of your **PLANET FITNESS** business, you must develop a marketing plan for the relocation, which may cover the Relocation Period. We may require you to spend up to $30,000 per every 30 days during the Relocation Period in accordance with your relocation marketing plan. Compliant relocation marketing expenditures will count towards your LAF expenditure requirement.

If we adjust the annual NAF requirement, we will make corresponding adjustments to the LAF requirements. Your combined LAF and NAF requirements will not exceed 9% of the EFT Dues Draft.

National Advertising Fund

You must pay to NAF, our National Advertising Fund, a fee of up to 3% of the EFT Dues Draft as described in Item 6 (the "Annual NAF Percentage"). The Annual NAF Percentage is 2% of monthly membership fees and $49 annual membership fees. During 2026 only, the Annual NAF Percentage will be 2% of the EFT Dues Draft, plus 1% of Monthly EFT. We can increase the Annual NAF Percentage to up to 3% of the EFT Dues Draft upon 180 days' notice to you. If we adjust the Annual NAF Percentage, we will make corresponding adjustments to the monthly NAF requirements. We can also increase the maximum 3% limit of the Annual NAF Percentage (as well as the LAF expenditure requirements) by obtaining approval of either (i) 66% of all then existing company-owned and franchised **PLANET FITNESS** businesses in the United States, or (ii) 51% of all then existing franchised **PLANET FITNESS** businesses in the United States. Voting will be accomplished through a system approved by us. (Article 10.1)

*If your **PLANET FITNESS** business has opened as of March 31 of the then-current calendar year, we may elect to collect all or a portion of the Annual NAF Percentage as follows.*

Except for 2026, we may elect to collect an amount equal to the following percentages of the EFT Dues Draft each month (the "NAF Percentage"):

Month	NAF Percentage
January, February, March	3.6%
April, May, June	1.5%
July, August, September	1.5%
October, November, December	1.5%

*For 2026 only, if your **PLANET FITNESS** business was open as of March 31, 2026,* we may elect to collect the following NAF Percentages*:*

Month	NAF Percentage
January, February, March	3.6% of the EFT Dues Draft plus 1.8% of Monthly EFT
April, May, June	1.5% of the EFT Dues Draft plus 0.75% of Monthly EFT
July, August, September	1.5% of the EFT Dues Draft plus 0.75% of Monthly EFT
October, November, December	1.5% of the EFT Dues Draft plus 0.75% of Monthly EFT

We may increase the monthly NAF Percentage no more than once per quarter upon 15 days' prior notice. We may not increase any of the monthly NAF Percentages by more than 30 basis points (e.g., the NAF Percentage for November may never exceed 1.8%). There is no limit on our right to decrease the NAF Percentage. The notice requirement and limitation on increases do not apply to the December NAF Percentage adjustment discussed below.

We will adjust the NAF Percentage applicable to the December EFT Dues Draft (the "December NAF Percentage") so that your NAF contributions for the year equal the Annual NAF Percentage. The December NAF Percentage will be based on the EFT Dues Draft and NAF contributions of your **PLANET FITNESS** business to date and our forecast of the December EFT Dues Draft of your **PLANET FITNESS** business.

The NAF creates and develops marketing, advertising and related programs, materials and services including digital and traditional media as well as the planning and purchasing of national and/or regional network advertising or other marketing programs. Corporate locations contribute to the NAF on the same basis as franchisee-owned locations.

In the fiscal year ended December 31, 2025, NAF funds (rounded to the nearest whole percent) were expended as follows: 20% on production, 59% on media placement; 7% on administrative expenses, and 14% on other expenses, such as agency fees and research.

We will administer the NAF and have the sole right to determine all aspects of programs financed by the NAF, including national or regional media, public relations, creative concepts, materials, endorsements, partnerships, sponsorships, integrations, member communications, agency relationships, agency audits, and market research. We will generate advertising and other creative and purchase media in-house and/or may solicit outside regional or national ad agencies to do so. Although the NAF is intended to maximize general recognition and patronage of the Marks for the benefit of all **PLANET FITNESS** businesses, we cannot assure you that any particular **PLANET FITNESS** business will benefit directly or pro-rata from the placement of advertising. The NAF may be used to pay for the cost of preparing and producing materials and programs we select, including video, audio, electronic, written advertising materials and other member-facing content. We may furnish you with marketing, advertising and promotional materials at cost, plus any related administrative, shipping, handling and storage charges. We have no obligation to spend any amount on advertising in your area. The NAF will not spend any money on advertising that is principally a solicitation for the sale of new franchises, although the NAF may generally expend funds to promote the **PLANET FITNESS** brand in such ways and media as we may decide.

The NAF is accounted for separately from our other funds. While our intent is to balance the NAF on an annual basis, periodically the NAF may run at either a surplus or deficit. All disbursements from the NAF are made first from income and then from contributions. We may spend in any fiscal year an amount greater or less than the aggregate contributions of all **PLANET FITNESS** businesses to the NAF in that year, and the NAF may borrow from us or other lenders (at a commercially reasonable rate of interest) to cover deficits in the NAF or cause the NAF to invest any surplus for future use by the NAF. If any funds are not spent in the current fiscal year, they will remain as part of the NAF. Although the NAF is not required to be audited, within 120 days after the close of our fiscal year, we will prepare an annual unaudited statement of monies collected and costs incurred by the NAF. We will furnish you a copy of the prior year's statement upon your written request. Except as we otherwise expressly provide in the Franchise Agreement, we assume no direct or indirect liability or obligation with respect to the maintenance, direction or administration of the NAF. We do not act as a trustee or in any other fiduciary capacity with respect to the NAF. The NAF will not be used for advertising principally directed at the sale of franchises.

We will seek the advice of owners of **PLANET FITNESS** businesses by formal or informal means with respect to the creative concepts and media used for programs financed by the NAF. We generally do so through the marketing subcommittee of the recognized franchisee association, though we may seek advice in a different manner in the future. The members of the marketing subcommittee are chosen by the board of the recognized franchisee association, which is selected by a vote of all **PLANET FITNESS** businesses, including the **PLANET FITNESS** businesses owned by our affiliates, based upon a one (1) vote per **PLANET FITNESS** business system. The marketing subcommittee and any similar future committee serve solely in an advisory capacity, in our discretion. We will develop and implement a framework for reporting and advisory consultation on the NAF budget, planning process and marketing strategy. We will have the final authority for marketing decisions. We may change or dissolve the marketing subcommittee, or establish a separate marketing advisory council at our option. We own the rights to all creative concepts and marketing materials created or paid for by the NAF. The NAF has the right to retain any commissions received from suppliers of marketing materials or products.

Additional Advertising Costs

In addition to your contributions to the NAF and your LAF expenditures, you must conduct a pre-sale/grand opening advertising and promotional program for your **PLANET FITNESS** business under a marketing plan approved by us. We will determine the length and start date of the Pre-Sale/Grand Opening Marketing Period, after consultation with you, based upon the location of the **PLANET FITNESS** business, demographics and other factors. As part of your pre-sale/grand opening marketing plan, you must begin selling memberships at a physical location, unless we otherwise approve, at least 45 days before your intended date of opening. You must begin selling memberships online, unless we otherwise approve, on the earlier of the date at least 15 days before the physical pre-sale, or up to 75 days before your intended date of opening such that the digital pre-sale period includes a national sale (not a flash sale). You must spend on your pre-sale/grand opening marketing plan an amount set by us, which will be $20,000 to $30,000 per every 30-day period. We may not require you to spend more than $120,000 on pre-sale/grand opening marketing, absent a material delay in the commencement of regular operations. We may reduce the length of the Pre-Sale/Grand Opening Marketing Period and the monetary amount of the Pre-Sale/Grand Opening Marketing Expense based on market saturation and the existence of any cooperative, among other factors. You must utilize marketing and public relations programs

and media and advertising materials we have approved. The Pre-Sale/Grand Opening Marketing Expense cannot include interior or exterior signage, preparing the physical location where you will be selling memberships before beginning regular operations, the start-up inventory, furniture, fixtures, software, or other equipment and supplies you must obtain before beginning operation of the **PLANET FITNESS** business. (Article 10.2)

You must participate in and contribute funds to special marketing programs, which may include campaigns and partnerships that we develop and administer; but your required contribution to the special marketing program will not exceed 7% of Monthly EFT for a single month. The special marketing program fee may be fully assessed in a single month or spread across months (e.g., 1% of Monthly EFT in the first month, 3% of Monthly EFT in the second month and 3% of Monthly EFT in the third month). The special marketing program fee will count towards your LAF expenditure requirement for the month of the program or such longer period as we may reasonably determine. (Article 10.4)

You must participate in all required national campaigns and promotional offers that we establish. You may be required to participate in a campaign or promotional offer that requires you to waive or reduce enrollment fees, or offer lower prices for memberships or other products and services. You may also be required to participate in a campaign or promotional offer that requires you to make a donation to a charity, provided that (1) company-owned **PLANET FITNESS** businesses also participate in the campaign or offer, and (2) your required donations are limited to member enrollment fees, or a portion thereof. We may require you to spend local marketing funds in general alignment with national campaigns. (Article 10.7)

Advertising Cooperatives (Article 10.3)

We may establish local or regional advertising cooperatives for **PLANET FITNESS** businesses in your local or regional area, covering the geographical areas we may designate periodically. We may form, change, dissolve or merge advertising cooperatives.

If there exists an established advertising cooperative in your market area, you must participate in the advertising cooperative and its programs and abide by its bylaws. Our current form of Co-op Bylaws is attached to this Disclosure Document as Exhibit "K-2". You must contribute the amounts to the advertising cooperative(s) as they determine periodically in accordance with their bylaws. We may require a minimum contribution, not to exceed your LAF requirement. Any **PLANET FITNESS** businesses any of our affiliates own located in the designated local or regional area(s) will contribute to the cooperative(s) on the same basis. Contributions to the local and regional advertising cooperatives are credited toward the LAF advertising expenditures required by the Franchise Agreement; however, if we provide you and your local or regional advertising cooperative 90 days' notice of a special promotion, including national or regional campaigns, partnerships or promotions, you must participate in the promotion and pay us any special promotion advertising fees assessed in connection with the program, beginning on the effective date of the notice and continuing until the special promotion is concluded. Any special promotion advertising fees will be in addition to, and not credited towards, the LAF advertising expenditure required by the Franchise Agreement.

The bylaws of your cooperative will be made available for you to review. We may choose to administer or oversee the administration of the advertising cooperatives and collect your cooperative advertising contributions by automatic electronic withdrawal. The financial statements of the advertising cooperatives may be audited and the reports will be made available to you. Each

PLANET FITNESS business located within the local or regional area of the advertising cooperative will utilize a voting system approved by us. Advertising conducted by the cooperatives may be in various media including television, radio, digital, print, billboards, transit, sponsorships and aerial advertising.

Computer Hardware and Software

You must record all transactions on a computer-based system that is fully compatible with our computer system, or the computer systems of our designated POS supplier and/or other third-party vendors, and that includes an information interface capability to communicate electronically with our computer system. You must participate in our Internet website and mobile application and you may not register a domain name or operate a website, mobile application, or other digital interface containing the Marks. We have the right to determine the content and use of any website or mobile application associated with the Marks. Your general conduct on the Internet, mobile applications or other electronic media, including your use of the Marks or any advertising, is subject to the terms and conditions of the Franchise Agreement and any other rules or requirements that we may identify.

You must purchase your club management, member management, and point of sale software, services, and hardware (collectively "Point of Sale System" or "POS System"), and other hardware required to operate your club(s), from our designated POS System supplier and/or other third-party suppliers or us as we may require as set forth in the Methods of Operations and Operations Manual. To use the POS System you must sign the following agreements, the current forms of which are located in Exhibit "K-3". We refer to these agreements as the "POS Agreements." They are subject to change and we may require you to sign additional agreements due to POS System changes, as a condition to your use of the POS System and other services we designate.

1. Planet Fitness Full Service Billing Proposal;
2. Billing Services Agreement;
3. Addendum to Billing Services Agreement; and
4. Fee Schedule and Application Materials for our designated POS System supplier and their payment gateways and/or payment processors for ACH, debit card and credit card processing.

The POS System allows you to enter, view and maintain member and guest information, collect customer membership fees, and conduct retail transactions. The POS System enables you to communicate all information in real-time. The POS System includes access to certain reporting functions per club, and in aggregate across all clubs.

The POS System designated hardware and peripherals include at least two (2) desktop computers, monitors, keyboards, mice, cash drawers, credit card readers with signature pad, check readers, retail barcode scanners, license scanners (as may be allowed by state law), receipt printers, document printer/scanner and other items that we may require (collectively, "POS System Kits"). All equipment attached to or used by you as part of the POS System must be specifically approved by us in advance, in writing. No unapproved equipment may be attached or used as part of the POS System. The cost to purchase the designated POS System Kits, and other hardware required to operate your club(s), ranges from about $1,000 to $7,000. You may purchase additional POS System kits, additional back-office computer systems, or other technology solutions from our

designated POS System supplier and/or other third-party suppliers or us as we may require as set forth in the Methods of Operations, Operations Manual or otherwise.

In order to run the POS System and receive other Internet-dependent services, you will need to purchase reliable high-speed business-class Internet service satisfying our then-current minimum bandwidth requirements as set forth in the Methods of Operations, Operations Manual or otherwise. You should also purchase a backup Internet solution. You must purchase a firewall, point of sale network switch, lockable network cabinet, and an enterprise-grade Wi-Fi solution, as well as adhere to the network configuration requirements in the Methods of Operations or as we may otherwise designate. You must purchase certain security services such as, managed desktop services which provide antivirus protection, operating system patch updates, and system administration and monitoring protection; Payment Card Industry ("PCI") compliance support services, and end-to-end encryption services for credit card processing. You must purchase monthly software support fees for your POS System which includes unlimited software access, technical and billing support services, software upgrades, and an unlimited number of users, members and inventory items. You must also reimburse us for a portion of our cost to provide you with access to customer relationship management software and applications. Your required reimbursement is currently $100 per year.

You must allow our POS System supplier(s) access to your POS Systems to install, support, and periodically upgrade the software. We may modify or add to these requirements at any time, including offering or requiring additional account services through our POS System supplier(s) or other third party vendors. Currently, POS System monthly software support fees will cost approximately $199 per club location. Your additional costs for those certain security services such as managed desktop services that provide antivirus protection, operating system patch updates, and system administration and monitoring protection; Payment Card Industry compliance support services, and end-to-end encryption services for credit card processing are approximately $50 to $100 per month and may vary as requirements or suppliers change as discussed in our Methods of Operations, Operations Manual or otherwise. The cost to install network and telecommunications cabling to meet our guidelines, and any additional network and telecommunications cabling you so desire, varies greatly by market and installation vendor and is not included in any estimates provided above. You must maintain compliance with PCI, including ensuring your PCI status is complete and accurate in our designated PCI provider's portal, and other data privacy laws, as applicable, at your cost. You must comply with all applicable laws and regulations related to payment processing. You must obtain and maintain all necessary PCI-DSS compliance certifications for the operation of your **PLANET FITNESS** business.

You will pay our designated POS System supplier based on the number of transactions processed per month and the method of payment, under the terms of the POS Agreements. The estimated annual transaction costs per location range from $11,000 to $56,000, which includes additional fees for returned ACH transactions and the settlement of billing deposits. The full fee schedule will be outlined in the POS Agreements. We may provide certain support and updates for no additional charge. Our POS System supplier, on our behalf, will make monthly automatic withdrawals of the Royalty, Join Fee, and advertising fees and may make withdrawals of training fees, consultation fees, or any other fees or monies payable by you to us, or other third-parties, under any agreement between you and us from the account you designate in accordance with the Franchise Agreement.

Aside from the services included in the monthly software support fees for your POS System, and those certain security services described above, neither we nor any of our affiliates is

required to provide ongoing maintenance, repairs, upgrades, advice or updates to the POS System, POS System Kits, or other hardware, peripherals, or services. You must, at your own expense, maintain, upgrade or replace other systems and equipment you utilize as part of your **PLANET FITNESS** business including: financial and inventory data processing, communications systems (including telecommunications voice and data services, Internet services, and Wi-Fi), club network and cabling systems, firewall systems, Wi-Fi systems, content distribution systems, and gym equipment systems, whenever we require it, and we have no obligation to assist you in obtaining hardware, software, equipment or related services. There are no contractual limits on the frequency or cost of your obligation to obtain these upgrades. We may, as often as we deem appropriate, including on a daily basis, access all your computer systems that you are required to maintain in connection with the operation of the **PLANET FITNESS** franchise and retrieve all information relating to the **PLANET FITNESS** franchise's operations. We will have independent access to this information.

Training

Before opening your **PLANET FITNESS** business, you and/or your Responsible Owner and Approved Operator (described in Item 15), and all managers for your **PLANET FITNESS** business who have not previously completed our initial training program, must successfully complete the initial training program.

You and/or your Responsible Owner and Approved Operator must complete the **PLANET FITNESS** initial training program, which consists of both classroom and hands-on training covering various facets of facility operations, including equipment operation and maintenance, cost control, inventory control and basic techniques of management. We will administer the initial training to you in two specific phases: Owner Orientation and Pre-Sale and Operations Training. You must attend, and complete to our satisfaction, both phases of initial training. Any on-premises training will be conducted at a designated **PLANET FITNESS** business.

We will not charge any fees for attending the initial training programs for you and up to two additional individuals. However, as described in Item 6, you will be responsible for all compensation and expenses (including travel, meals and lodging) incurred in connection with any training programs. Neither you nor your employees will receive any compensation from us for services performed during training.

Our current training program consists of initial training at our principal place of business and at an operating unit on the operation of a **PLANET FITNESS** business for you (or, if you are a corporation or partnership, your Responsible Owner) and your Approved Operator, and up to two (2) additional owners or managers you elect to enroll in the training program. We may conduct some or all of this training remotely. Typically, our training program will be conducted at least once per month, but may occur more or less frequently depending on our need to train franchisees. If you request, we will provide you with additional training and you must pay us a Per Diem Fee which may range from $100 to $1,000, depending on the number of people trained, and the length and location of the training. If you are an existing franchisee opening an additional location and you have completed our initial training program, you will not attend the initial training again, unless specifically requested to do so, although any general managers who have not previously successfully completed the training program may be required to complete the initial training before your location opens.

You (or your Responsible Owner), and your Approved Operator must complete the initial operational training to our satisfaction. You must participate in all other activities required to operate the **PLANET FITNESS** franchise. If we determine that you (or your Responsible Owner) are unable to complete initial training to our satisfaction, we have the right to terminate the Franchise Agreement and retain all amounts you have paid to us. The initial training must be completed within 90 days after you sign the Franchise Agreement but in any event before you open your **PLANET FITNESS** business.

Our designated POS vendor provides on-site training for your personnel on the POS System. You must participate in 1 day of on-site training. You will pay fees to the POS vendor of approximately $800 per day, per person.

We may require your owners or your employees to attend additional operational training courses during the term of the Franchise Agreement, whether conducted by us or a third party vendor we designate. We expect that the additional training we require will not exceed 2 people attending more than 2 refresher training sessions of up to 5 days per calendar year during the term of the Franchise Agreement but we may require you to attend more training courses or franchise meetings when we reasonably consider them necessary. We may charge you a reasonable fee for those courses or meetings and you will need to pay all travel, accommodations, meal and other expenses you and your other personnel incur while attending or completing these training courses or meetings. Typically, refresher training would be conducted at our headquarters (currently, in Hampton, New Hampshire), a designated training location or at your franchise location.

You are responsible for ensuring your **PLANET FITNESS** business complies with all additional training requirements imposed upon you by law or regulation.

TRAINING PROGRAM

Subject (See Note 2)	**Hours of Classroom Training**	**Hours of On the Job Training**	**Location (See Note 1)**
<u>Phase 1</u>: Owner Orientation (mandatory for all first-time Franchise Owners)			
Philosophy and Vision	2	0	Franchisor headquarters in New Hampshire and a PLANET FITNESS business we select.
The Planet Fitness Story	1	0	Franchisor headquarters in New Hampshire and a PLANET FITNESS business we select.

Subject (See Note 2)	Hours of Classroom Training	Hours of On the Job Training	Location (See Note 1)
Pre-open Site Selection and Construction Legal and Regulatory Compliance Insurance Requirements Planet Fitness Requirements Getting Ready to Open Presale Presale Location Equipment and Supplies Marketing and Communications Training (See Note 3) Hire Staff (See Note 3) Train Staff (See Note 3)	8	0	Franchisor headquarters in New Hampshire and a PLANET FITNESS business we select.
Open	1	0	Franchisor headquarters in New Hampshire and a PLANET FITNESS business we select.
Ongoing Operations	2	0	Franchisor headquarters in New Hampshire and a PLANET FITNESS business we select.
Q&A	2	0	Franchisor headquarters in New Hampshire and a PLANET FITNESS business we select.
Total Hours for Owner Orientation	16	0	
Phase 2: **Pre-Sale and Operations Training (mandatory for all first time Franchise Owners)**			
Day-to-Day Operations	10	120	Franchisor headquarters in New Hampshire and a PLANET FITNESS business we select.
Pre-Sale and Grand Opening	4	40	Franchisor headquarters in New Hampshire and a PLANET FITNESS business we select.
Staffing	3	0	Franchisor headquarters in New Hampshire and a PLANET FITNESS business we select.

Subject (See Note 2)	Hours of Classroom Training	Hours of On the Job Training	Location (See Note 1)
Q&A	3	0	Franchisor headquarters in New Hampshire and a PLANET FITNESS business we select.
Total Hours for Operations Training	20	160	
Additional Workshops			
Leadership Orientation (as provided by Franchisor)	14	0	Franchisor headquarters in New Hampshire and a PLANET FITNESS business we select.
Planet Fitness University e-Learning Platform (mandatory registration for all Responsible Owners, Approved Operators and managers)	8	0	E-Learning courses offered remotely at no cost to Franchisee.
Total Hours for Additional Workshops	22	0	
TOTAL	58	160	

Note 1: As noted in Item 1 and in the above chart, we currently maintain our headquarters in Hampton, New Hampshire. We typically will select a company-owned PLANET FITNESS business that is located near our headquarters but may conduct all or part of this training remotely.

Note 2: Should you receive any such advice from us, you alone will determine to what extent, if any, you will implement our suggestions. It is the nature of the **PLANET FITNESS** business that all subjects are integrated into the training program, and that there are no clear delineations between the subjects being learned. If you are converting an existing fitness facility into a **PLANET FITNESS** business, the required initial training program may vary from the above estimate based on your experience. Instructional materials include the Operations Manual, IT- PF Club Network Requirements, and Planet Fitness Design Control Document.

Note 3: We neither dictate nor control labor or employment matters for you and your employees. We do not retain any reserved authority to control the terms and conditions of employment for you and your employees. You are solely responsible for all employment decisions with respect to your personnel, including hiring, firing, scheduling, compensation, training, supervision and discipline, regardless of whether you solicit and/or receive advice from us on any of these subjects. The training we provide is for the purposes of protecting the Marks and the System and is not to control the day-to-day operation of your **PLANET FITNESS** business.

Our team of training instructors includes Bill Bode, Brittany Burton and Dave Cormier. Mr. Bode is the Chief Operating Officer of Pla-Fit Franchise. He has been with Pla-Fit Franchise since 2016 and has over 26 years of experience in franchise operations. Brittany Burton is the

Director, Operations Systems of Pla-Fit Franchise. She has been with Pla-Fit Franchise since September 2022, and, including her professional experience with a Planet Fitness franchisee, has more than 14 years of experience in the Planet Fitness system and is head of training. Dave Cormier is Manager, Operations Systems. He has been with Pla Fit Franchise since January 2011 and has over 15 years of experience in operations.

Operations Manual

We will provide you with a copy of our Operations Manual, or on-line access to a copy of our Operations Manual, which is a collection of materials that describe our Methods of Operations, pursuant to a specific timeline. As of the issuance date of this Disclosure Document, our Operations Manual contains a total of 117 pages. In addition, our Operations Manual includes alternative or supplemental means of communicating such information by other media which specifically reference that they are to be considered part of the Operations Manual, including bulletins, e-mails, newsletters, audio and video files, items posted online using the designated franchise portal, and/or other electronic media. Our Operations Manual contains proprietary information that you must keep confidential, as stated in Item 14 of this Disclosure Document. The table of contents to the collection of materials that comprises the Operations Manual is attached as Exhibit "L".

ITEM 12
TERRITORY

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

Franchise Agreement

The Franchise Agreement grants to you the right to own and operate a single **PLANET FITNESS** business at a specific location. You may not conduct the business of your **PLANET FITNESS** business at any site other than the approved premises, or relocate your **PLANET FITNESS** business without receiving our prior written consent and meeting our relocation requirements. Relocation will be accepted if the proposed site meets our then-current site selection criteria, which include such factors as the general location and neighborhood, demographic information, traffic patterns, access, visibility, location of other competing facilities, size, configuration, appearance, and other physical characteristics of the site. The Franchise Agreement does not provide you with any options, rights of first refusal or similar rights to acquire additional franchises, or any protected territory. If we accept the relocation of your **PLANET FITNESS** business, you must develop a marketing plan for the relocation, which may cover the Relocation Period (see Item 11). We may require you to spend up to $30,000 per every 30 days during the Relocation Period in accordance with your relocation marketing plan. Compliant relocation marketing expenditures will count towards your LAF expenditure requirement.

We do not grant you a protected area, designated territory, or any other rights of protection under your Franchise Agreement. As such, we retain and have the full use, without limitation, of all of our rights with respect to the Marks, the System and **PLANET FITNESS** businesses anywhere in the world, including the right to, without compensation to you:

1. operate, and grant others the right to operate, **PLANET FITNESS** businesses and other marks, systems or businesses at locations and on terms and conditions we deem appropriate;

2. offer to sell, or sell and distribute, any products or services under any tradenames, trademarks, service marks or trade dress, including the Marks, through any distribution channels or methods, which may include retail stores, wholesale, and the Internet (or any other existing or future form of electronic commerce);

3. operate, and grant to others the right to operate, fitness facilities, gyms, health related establishments and any other business(es) whatsoever under trademarks, service marks or trade dress, other than the Marks, under terms and conditions we deem appropriate which may include locations in close proximity to your **PLANET FITNESS** location;

4. develop or become associated with other concepts (including dual branding or other franchise systems), whether or not using the **PLANET FITNESS** System, brand or the Marks, and award franchises under these other concepts for locations anywhere;

5. acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere or business conducted anywhere. These transactions may include arrangements involving competing businesses or outlets and dual branding or brand conversions. These transactions are expressly permitted under the Franchise Agreement, and you must participate at your expense in any conversions as instructed by us; and

6. enter into agreements or arrangements with other companies or organizations by which we offer memberships or other products and services to the personnel, customers or members of these companies or organizations on commercially reasonable terms. Such terms may include, but are not limited to, fees, pricing structures and reimbursement arrangements (including an administrative fee collected by us) that may be different from our then-current membership offerings. You must participate in and honor the terms of such partnerships upon being notified of them.

Because you are not granted a territory, we will not pay you any compensation for soliciting or accepting orders in any specific territory and there are no restrictions on soliciting or accepting orders outside any specific territory. You may use the Internet, or other direct marketing to solicit new members, but only as permitted by law and our approved marketing methods as described in the Operations Manual and other System communications. You may not use the Internet, catalog sales or other direct marketing for the sale of **PLANET FITNESS** branded merchandise or any products or services other than memberships to your fitness facility. In addition, you may not use, reference or promote the **PLANET FITNESS** Marks or System, without our consent, in connection with any form of social media. Any approved use must comply with our policies. You are not authorized to grant any third party permission to use the Marks.

Area Development Agreement

If you are qualified and choose to acquire area development rights under an Area Development Agreement, we may grant you the right to develop, and sign Franchise Agreements to operate, one or more facilities in a specified Development Area. During the term of the Area Development Agreement, so long as you are in compliance with the Development Schedule, we, our parent and our affiliates will not develop, operate or franchise a **PLANET FITNESS** facility in the Development Area except as follows:

1. If there are open and operating **PLANET FITNESS** Business(es) owned by someone other than you or your affiliates within the specified Development Area at the time you sign an Area Development Agreement, those businesses will be specifically excluded from the Development Area ("Excluded Businesses"). An Excluded Business may be relocated to another location in the Development Area if the new location is in close proximity to, and in the same trade area as, the previous location, as determined by us in our reasonable discretion;

2. We may enter into commercially reasonable agreements or arrangements with other companies or organizations for the development and operation of **PLANET FITNESS** Businesses ("Non-traditional Businesses") (i) physically located within airports, military installations (including their adjacent housing and support areas), hotels, resorts, universities and schools, corporate offices, housing complexes, and similar locations within the Development Area ("Non-traditional Locations") and (ii) intended to primarily serve individuals associated with the Non-traditional Location (e.g., guests, students, patrons, employees, personnel, residents, or members). Depending on the nature and scope of the Non-traditional Business agreement or arrangement, we may grant the right to develop the Non-traditional Business to the owner or operator of the Non-traditional Location. However, if and to the extent it is commercially reasonable to do so, we will provide you the right and option, through written notice ("Non-traditional Notice"), to develop such Non-traditional Business on the terms of the agreement or arrangement we have entered into. You or an affiliate that we approve will have 60 days from the date of receipt of our notice and proposed terms for such agreement(s) to enter into a franchise agreement for such Non-traditional Business. If you or your affiliate fail to enter into any such franchise agreement, then your right of first refusal with respect to the Non-traditional Businesses described in the Non-traditional Notice will expire and be of no force or effect and we, our parents, subsidiaries, and our affiliates may develop and operate or grant others the right to develop and operate the Non-traditional Businesses described in the Non-traditional Notice. Non-traditional Businesses will not count towards your Development Schedule;

3. We and our affiliates may operate, and grant to others the right to operate, **PLANET FITNESS** Businesses at any locations within the Development Area where your or your affiliates' rights to operate a **PLANET FITNESS** Business have been terminated due to your or their material breach of a Franchise Agreement with us, other than certain site acquisition or site opening defaults;

4. We and our affiliates may acquire the right to franchise one or more other brands which may have locations in the Development Area. We may permit or require franchisees or licensees of these acquired brands to convert those locations to the

PLANET FITNESS System, brand or Marks. We may also permit these other locations to continue to operate under another name, as we may determine. We may issue franchises to existing franchisees or licensees of the acquired brand to operate converted locations as **PLANET FITNESS** Businesses and to honor contractual commitments to such franchisees or licensees that we assume; and

5. We have the right to engage in Multi-Territory Acquisitions (as defined below) subject to your rights discussed below.

   We will provide you the right and option, through written notice, to participate in a Multi-Territory Acquisition in the Development Area on the business terms we propose (the "Acquisition Notice"). You or an affiliate we approve will have 30 days from your receipt of our Acquisition Notice to enter into a binding commitment with us to participate in the Multi-Territory Acquisition in the Development Area on such terms as we may offer. If (a) you or the affiliate do not do so within this time period and (b) area developers holding development rights in development areas in which at least 66% of the target businesses are located commit to participate in the Multi-Territory Acquisition, then your right to participate in the Multi-Territory Acquisition described in the Acquisition Notice will terminate and be of no further force or effect. In this case, we, and any other party we approve may participate in, the Multi-Territory Acquisition in the Development Area described in the Acquisition Notice and we and these parties may develop and/or convert and operate as **PLANET FITNESS** businesses in the Development Area the businesses acquired in the Multi-Territory Acquisition. A "Multi-Territory Acquisition" means an opportunity to acquire (a) other businesses and convert them into **PLANET FITNESS** businesses or (b) leasehold rights and develop **PLANET FITNESS** businesses pursuant to such rights, that includes target locations in the Development Area, as well as in the development areas of other franchisees not affiliated with you. Multi-Territory Acquisitions do not include the acquisition of franchise rights. If there are target businesses located outside of areas where we have issued development rights, we are deemed the applicable developer with respect to those businesses.

If we, in our reasonable discretion, believe that the exercise of our rights under paragraphs 1, 2, 4 and 5 above will impair your ability to meet your Development Schedule, we will discuss with you whether an amendment to your Development Schedule and/or Development Area is appropriate. The relocation, development and conversion of **PLANET FITNESS** businesses pursuant to paragraphs 1, 2, 4 and 5 above will be subject to the criteria of our then-current applicable site and impact review process. Except for the rights expressly granted to you under the Area Development Agreement, we retain all of our rights with respect to the Marks, the System and **PLANET FITNESS** businesses anywhere in the world, including the right, without compensation to you, to do the following:

1. operate, and grant to others the right to operate, **PLANET FITNESS** businesses at such locations and on such terms as we deem appropriate outside of the Development Area;

2. offer to sell, or sell and distribute, inside and outside the Development Area, any products or services associated with the **PLANET FITNESS** system (now or in the future) or identified by the **PLANET FITNESS** Marks, or any other tradenames,

trademarks or service marks, through any distribution channels or methods, which may include retail stores, wholesale, and the Internet (or any other existing or future form of electronic commerce);

3. operate, and grant to others the right to operate, fitness facilities, gyms, health related establishments, and any other business(es) whatsoever under tradenames, trademarks, service marks or trade dress, other than the Trademarks, both inside and outside of the Development Area and pursuant to such terms and conditions as we deem appropriate, which may include locations in close proximity to your **PLANET FITNESS** location(s) and your Development Area;

4. develop or become associated with other concepts (including dual branding or other franchise systems), whether or not using the **PLANET FITNESS** System, brand or Trademarks, and award franchises under these other concepts or locations anywhere, including into the Development Area;

5. acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere or business conducted anywhere, including in the Development Area. These transactions may include arrangements involving competing businesses or outlets and dual branding or brand conversions. You must participate at your expense in any conversion as instructed by us; and

6. enter into agreements or arrangements with other companies or organizations by which we offer memberships or other products and services to the personnel, customers or members of such companies or organizations, which may be located inside or outside of the Development Area, on commercially reasonable terms. Such terms may include, but are not limited to, fees, pricing structures and reimbursement arrangements (including an administrative fee collected by us) that may be different from our then-current membership offerings. You must participate in and honor the terms of such partnerships upon being notified of them.

If you acquire area development rights under an Area Development Agreement, you will have, for one year after the expiration date of your Area Development Agreement, a limited right of first refusal in the Development Area after the expiration or termination of the Development Agreement. Specifically, if we are proposing or considering development in the Development Area and if (1) you have fully complied with the Development Schedule in the Area Development Agreement and all **PLANET FITNESS** businesses required by the Area Development Agreement remain open and operating; (2) none of your or your affiliates' agreements with us have been terminated by us; and (3) you and your affiliates are in substantial compliance with all the terms and conditions of your and their Franchise Agreements, we will provide you the right and option, to enter into a development agreement (and/or franchise agreement, as appropriate) with us on the then-current terms (including fees) we are then offering to new franchisees for our proposed additional development in the Development Area.

We require in our Franchise Agreement that, upon our written request, you lease or sublease to us, an affiliate or our designee, at the then-current fair market value rate in your geographic area for like-leased real estate, 10% or less of the total square footage of the franchise location for us or our affiliate or designee to use in any way we deem appropriate.

We do not currently operate, or franchise the operation of any other business selling under different trademarks any products or services similar to the products and services offered by **PLANET FITNESS** businesses, and we presently do not have any plans to do so.

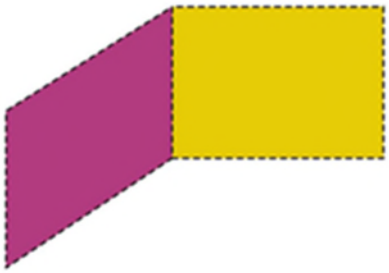
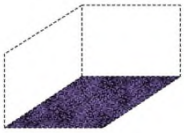
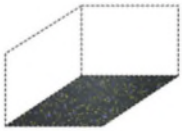
ITEM 13
TRADEMARKS

The Franchise Agreement licenses you to use certain Marks, including **PLANET FITNESS®**. You do not have the right to sublicense or otherwise give any third party permission to use any Mark (or any portion of any Mark). Any such permission must come directly from us.

Listed below are the principal Marks that franchisees are currently licensed to use. The principal Marks have been registered on the Principal Register or are the subject of pending applications at the U.S. Patent and Trademark Office ("USPTO"). All required affidavits and renewals for the Marks listed below have been filed or will be filed. This is not an exhaustive list of all Marks we own. Unless otherwise stated, these marks each cover physical fitness instruction and training and health club services.

Marks	U.S. Registration Number (unless otherwise noted)	Registration Date (unless otherwise noted)
PLANET FITNESS (covering apparel & fitness centers)	2438677	March 27, 2001
PLANET FITNESS (physical fitness instruction)	2698976	March 25, 2003
PLANET FITNESS (covering health spa services)	5086738	November 22, 2016
PLANET FITNESS (covering fitness related mobile applications; online fitness programming and content)	6243118	January 12, 2021
JUDGEMENT FREE ZONE	4353472	June 18, 2013
JUDGEMENT FREE (covering T-shirts)	4020552	August 30, 2011
(covering apparel; physical fitness instruction and training; and health club services)	3387627	February 26, 2008
(covering apparel; physical fitness instruction and training; and health club services)	3566626	January 27, 2009

Marks	U.S. Registration Number (unless otherwise noted)	Registration Date (unless otherwise noted)
planet fitness	3546881	December 16, 2008
	3566624	January 27, 2009
BLACK CARD	5399551	February 13, 2018
BLACK CARD SPA	5989779	'February 18, 2020
(covering health spa services, namely, tanning, massage, hair salon services, and hair cutting)	5221857	June 13, 2017
NO CRITICS	2654980	November 26, 2002
PF	3614927	May 5, 2009
PE@PF	5565338	September 18, 2018
PF BLACK CARD	3569191	February 3, 2009
YOU BELONG	3584434	March 3, 2009
PF+	6541160	October 26, 2021
PURPLE & FOR WALLS, AND EQUIPMENT YELLOW SIGNAGE FITNESS	4142746	May 15, 2012

Marks	U.S. Registration Number (unless otherwise noted)	Registration Date (unless otherwise noted)
 PURPLE & YELLOW INTERIOR WALLS	3385516	2/19/2008
RUBBER (PURPLE  FLOORING ONLY)	4294662	February 26, 2013
RUBBER PURPLE &  FLOORING, YELLOW	3936371	March 29, 2011
HIGH SCHOOL SUMMER PASS	8027606	November 18, 2026
JUDGEMENT FREE	Application No. - 98848497	Application Date - November 12, 2024
PF HIGH SCHOOL SUMMER PASS	Application No. - 98842071	Application Date - November 7, 2024
PF SUMMER PASS	Application No. - 98842073	Application Date - November 7, 2024
WE'RE ALL STRONG ON THIS PLANET	Application No. - 98802750	Application Date - October 15, 2024

We do not have a federal registration for the last 4 trademarks in the chart above. Therefore, these trademarks do not have many legal benefits and rights as a federally registered trademark. If our right to use and of these trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

You must follow our operating procedures when you use the Marks. You cannot use the Marks or any other of our trademarks as part of your corporate name. You may not use the Marks to advertise the sale of your franchise.

The Operations Manual and Brand Use Guidelines identify the Marks you are licensed to use and the conditions and limitations of your licensed use. We may change the licensed Marks periodically. Your use of the Marks and any goodwill is to our and our affiliates' exclusive benefit and does not grant you any ownership rights in the Marks. You also retain no rights in or to the Marks upon termination or expiration of your Franchise Agreement. Upon termination of your Franchise Agreement, you must cease all use of the Marks and fully de-brand in compliance with the Franchise Agreement. This includes removal of trade dress from club locations and equipment, such as flooring, wall colors, and equipment piping colors. You are not permitted to make any changes or substitutions to the Marks, or use any Mark with any other materials to create a combination mark, except as we direct in writing.

There are no currently effective material determinations of the Patent and Trademark Office or Trademark Trial and Appeal Board. There are no pending infringements, oppositions or cancellations concerning the principal trademarks. There is no pending material litigation involving the principal trademarks.

We own the principal trademarks. We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks in the state where your **PLANET FITNESS** franchise may be located. No agreements currently exist that significantly limit our rights to use or license the principal Marks in a manner material to the franchise.

If it becomes advisable at any time for us and/or you to modify or discontinue use of any Mark and/or use one or more additional or substitute trademarks, service marks or trade dress, you must comply with our directions within a reasonable time after notice. You must bear all costs and expenses applicable to your **PLANET FITNESS** business should we decide to modify the Marks or adopt new marks. We will have no liability or obligation whatsoever with respect to any required modification or discontinuance of any Mark or the promotion of a substitute trademark, service mark or trade dress.

You must immediately notify us of any apparent infringement of or challenge to your use of any Mark, or claim by any person of any rights to any Mark, and you must not communicate with any person other than your legal counsel, us, and our respective legal counsel in connection with any infringement, challenge or claim. We or our affiliate(s) may take any action deemed appropriate and will have the right to control exclusively any litigation or PTO or other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You must sign any instruments and documents, provide assistance and do all acts and things as, in the opinion of our legal counsel, may be necessary or advisable to protect our or our affiliate(s)' interests in any litigation or PTO or other administrative proceeding or otherwise to protect its interests in the Marks.

We will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark under the Franchise Agreement and, except as provided in the Franchise Agreement, for all costs you reasonably incur in defending any infringement claim brought by a third party against you or any proceeding in which you are named as a party, if you have timely notified us of the claim or proceeding and you

and your owners are in compliance with the Franchise Agreement and all other agreements entered into with us and our affiliates. We or our affiliate(s) will be entitled to prosecute, defend or settle any proceeding arising out of your use of any Mark, and, if we or our affiliate(s) decide to prosecute, defend or settle any matter, we have no obligation to indemnify or reimburse you for any fees or disbursements of counsel you retain.

You must follow our standards when you use our Marks. You may not use any Mark (or portion of any Mark) as part of your URL, social media, e-mail address, personal website unrelated to our business or System, or in selling any product or service that we have not authorized ("Unauthorized Use"). Specifically, you may not use the words "Planet Fitness," nor may you use our initials "PF." Similarly, except for the word "Fitness," your use of any Mark (or portion of any Mark as noted above) as part of your corporate, limited liability company or partnership name will constitute Unauthorized Use. You must properly attribute ownership of the Marks to us and/or our affiliate, as appropriate, and use the notices of trademark and service mark registrations that we specify. You also may be required to obtain fictitious or assumed name registrations (also sometimes called "dba") if required by local law. You may not authorize any vendor, commercial partner or other third party, including third-party sponsorship partners, to use our Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no registered patents, pending patent applications, or copyrights that are material to the franchise, although we do claim copyright ownership and protection for our **PLANET FITNESS** Franchise Agreement, Operations Manual, for various sales or promotional materials and other advertising and marketing (whether conducted or created by you or us) and other materials published periodically.

There are no currently effective determinations of the United States Copyright Office (Library of Congress), United States Patent and Trademark Office, or any court, or any pending infringement, opposition or cancellation proceeding or any pending material litigation involving any patents or copyrights. Except as noted below, there are currently no agreements in effect that significantly limit our rights to use or license the use of any patents or copyrights in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the patents or copyrights.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to any patents and copyrights and we have the sole right to decide to pursue or settle any infringement actions related to the patents or copyrights. You must notify us promptly of any infringement or unauthorized use of the Marks of which you become aware.

You must keep confidential during and after the term of the Franchise Agreement all proprietary information, including the Methods of Operations, Operations Manual, Means & Methods and our other materials. You may not disclose any of these materials or any of our other confidential information to artificial intelligence or machine learning platforms, except as we may authorize. Upon termination of your Franchise Agreement, you must return to us all proprietary information, including the Operations Manual and all other copyrighted material. You must notify us immediately if you learn about an unauthorized use of our proprietary information. We are not obligated to take any action and we have the sole right to decide the appropriate response to any

unauthorized use of proprietary information. You must comply with all changes to the Methods of Operations, Operations Manual, Means & Methods and our other materials at your cost.

You must promptly disclose to us all ideas, concepts, procedures, techniques or processes that you or your employees develop concerning your **PLANET FITNESS** business and they will be considered our sole and exclusive property, part of the System, and "works made-for-hire" for us as defined and used in the Copyright Act of 1976, 17 U.S.C. § 101. If an item does not qualify as a "work made-for-hire" for us, you must assign ownership of that item, and all related rights to that item, to us, and agree to execute and deliver any documents or instruments necessary to give legal effect to or record the assignment.

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

If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you must designate in Appendix A to the Franchise Agreement or Exhibit B to the Area Development Agreement a "Responsible Owner," who is an individual approved by us who: (a) has an ownership interest in you; (b) has the authority to accept all official notices from us, and when signing on your behalf, legally bind you with respect to all contracts and commercial documents related to your **PLANET FITNESS** business; and (c) has completed our training program to our satisfaction.

You may also obtain our approval of an operator to whom you can delegate your obligation to develop and operate your business (an "Approved Operator"). You must require that any Approved Operator sign a non-disclosure agreement and non-competition agreement and this person must complete our initial training program. We do not guarantee that you will be allowed to delegate your responsibility.

Unless we approve an Approved Operator for your **PLANET FITNESS** business, you (or your Responsible Owner) must personally manage and operate the franchise as your primary occupation and may not, without our prior consent, delegate your (or one of your owner's) authority and responsibility with respect to management and operation. You (or your Responsible Owner) must at all times perform your obligations under the Franchise Agreement, continuously exert your full-time best efforts to promote and enhance the franchise and not engage in any other business or activity that conflicts with your obligations to operate the franchise in compliance with the Franchise Agreement. Specifically, you (or one of your owners or an Approved Operator): (a) must exert your full-time best efforts to the development and operation of your **PLANET FITNESS** business and all other **PLANET FITNESS** businesses you own; and (b) absent our prior approval, may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with your obligations under the Franchise Agreement. Your **PLANET FITNESS** business must, at all times, be managed by you, one of your owners, an Approved Operator, or by a manager who has completed our initial training program to our satisfaction. Your manager need not have an equity interest in the franchise. You or your management must also log in to Designated Franchise Portal at least once per week in connection with the development and operation of your **PLANET FITNESS** business.

You must implement all reasonable procedures we periodically prescribe to prevent unauthorized use or disclosure of confidential information. These procedures include the use of

nondisclosure agreements with your owners, Approved Operator, officers, directors, managers, and assistant managers. You must deliver these agreements to us. At the end of the term of a Franchise Agreement, you must deliver to us all confidential information.

If you or one of your affiliates have entered into an Area Development Agreement with us and are entering into a Franchise Agreement under that Area Development Agreement, and you are a business corporation, partnership, limited liability company or other legal entity, you must be at least 51% owned or controlled by a person or group of people that has at least a 51% ownership interest in and voting control of the entity that signed the Area Development Agreement, unless we otherwise approve. If you are an entity or partnership we must approve in advance your ownership structure.

If you are a partnership or other entity, any person who has a ten percent (10%) or greater interest in you must sign the Guaranty of Franchisee's Obligations agreeing to be personally bound by the Franchise Agreement and guaranteeing your obligations under it. Every person who has an interest in you must sign a confidentiality and non-competition agreement, or be designated a silent investor, unless we agree otherwise. If (a) an approved affiliate maintains a majority interest in at least five (5) **PLANET FITNESS** businesses which are open and operating; or (b) an approved affiliate entity has a majority interest in **PLANET FITNESS** businesses which collectively have maintained annual EFT revenues for at least 2 consecutive years of at least $1,200,000; such approved affiliate entity may sign the Guaranty of Franchisee's Obligations in lieu of your individual owners.

A copy of this guarantee is contained in Appendix B of the Franchise Agreement attached to this Disclosure Document. We do not currently require the spouses of owners to sign a personal guaranty. Copies of the confidentiality and non-competition agreements are contained in Appendix C of the Franchise Agreement and Exhibit C of the Area Development Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Item 8 of this Disclosure Document describes our requirements for approved supplies and suppliers. You may offer only the products and services we have approved in writing. You must offer all services and products that we designate as required for franchisees. We can change these products and services periodically and you must offer the modified or new products or services and discontinue offering those that we have disapproved. Any failure to comply with our Methods of Operations, Means & Methods or Operations Manual may result in termination of your Franchise Agreement (See Item 17).

You may use only marketing and promotional materials that we have approved.

You are not limited in the type of customers to whom you may sell approved products or services except to the extent limited by applicable law or regulation. You must participate in all required national campaigns, national accounts and promotional offers that we establish and comply with their applicable terms.

All members must be properly accounted for in our POS system as well as other member records. We may require you to give full reciprocity to members of other **PLANET FITNESS** businesses at your **PLANET FITNESS** business, which would require you to give members of other **PLANET FITNESS** businesses the full benefits of membership at your **PLANET**

FITNESS business including unlimited access and, potentially, without any payment to you. You must also comply with our member transfer policies, which may require you to transfer a member's monthly dues and annual fees to another **PLANET FITNESS** business. We can also implement pricing policies, subject to applicable law, such as minimum and maximum price policies, and minimum advertised price policies, and you must abide by these policies.

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	Article in FA[1]	Article in AA[1]	Article in SA[1]	Article in CA[1]	Summary
a. Length of the franchise term	3	2	3	2	We offer franchises with a term of 12 years from the date you begin operations. However, upon written request we may grant you up to a 1 year extension or up to a 2 year reduction of the term to match the expiration of your lease term. **Successor Amendment:** We offer successor franchises with the term required by your initial franchise agreement. **Acquisition Amendment:** We offer franchises for the remainder of the term of the franchise that you are acquiring.
b. Renewal or extension of the term	14	N/A	N/A	N/A	A successor franchise may be granted if you meet our then-current requirements. If this Agreement expires without renewal, you must comply with your post-term obligations unless we permit you to continue operating on a month-to-month basis. In this case, (a) if you do not meet your renewal requirements, we may

Provision	Article in FA[1]	Article in AA[1]	Article in SA[1]	Article in CA[1]	Summary
					temporarily increase the Royalty to the then-current royalty plus up to 4% of the EFT Dues Draft, (b) all of your obligations remain in effect as if the term had not expired, (c) all obligations and restrictions that would have been imposed on you upon expiration will take effect upon termination of this period; and (d) either we or you may terminate the Franchise Agreement on 30 days' written notice.
c. Requirements for franchisee to renew or extend	14	N/A	1	N/A	To be granted a successor franchise you must: (1) have substantially complied with the franchise agreement during its term, (2) cure all deficiencies we identify, (3) remodel the leasehold as we require, (4) pay a successor franchise fee of $20,000, (5) execute our then-current form of successor franchise agreement (which may contain materially different terms and conditions than your original Franchise Agreement), (6) establish that you can maintain possession of the location of the facility for the length of the successor term, and/or that you can secure a substitute premises we accept, (7) comply with our then-current qualification and training requirements, (8) sign a general release, and (9) be current on your obligations to us, our affiliates, your vendors, your landlord, and your lessor.

Provision	Article in FA[1]	Article in AA[1]	Article in SA[1]	Article in CA[1]	Summary
					If you do not wish to acquire a successor franchise, you must notify us by the sooner of (1) if applicable, 30 days prior to the expiration of the period provided under your lease to exercise an option to extend the term of the lease; or (2) 180 days prior to the expiration of the term. Your failure to do so will result in a late nonrenewal fee of $25,000.
d. Termination by franchisee	15	N/A	N/A	N/A	You may terminate the Franchise Agreement on any grounds available by law. You may also terminate the Agreement effective 30 days after you deliver written notice to us of termination if you and your owners are in compliance with the Franchise Agreement, we materially fail to comply with the Franchise Agreement and we do not correct this failure within 60 days after written notice of the material failure. If you and your owners are in compliance with the Franchise Agreement, your business has been open and operating for 3 years or more, and the EFT Dues Draft of the business has remained in the lowest 5% percent of similarly-sized PLANET FITNESS businesses for 12 consecutive months immediately preceding the date of termination and you can demonstrate that the business is not profitable, you may terminate the

Provision	Article in FA[1]	Article in AA[1]	Article in SA[1]	Article in CA[1]	Summary
					Franchise Agreement on 12 months' notice. You may terminate the Franchise Agreement if the business has not yet opened upon 30 days written notice to us, provided that you execute our then-current form of mutual termination agreement. Certain terminations by you require you to pay us an Early Termination Fee. The Early Termination Fee equals your average monthly Royalty multiplied by the lesser of (x) 36 or (y) the number of whole months remaining in the term prior to the termination, as further described in Item 6.
e. Termination by franchisor without cause	N/A	N/A	N/A	N/A	Not applicable.
f. Termination by franchisor with cause	15	9	10	7	Material, uncured breaches of the Franchise Agreement. Upon termination by us with cause, you may be required to pay us an Early Termination Fee, as described above.
g. "Cause" defined – curable defaults	15	9	10	7	You may cure certain defaults in the operation of your franchise upon notice, including certain payment defaults, opening defaults, operational and conduct defaults, and unfair competition defaults. Certain conduct and unfair competition defaults may only be curable by causing the offending owner to relinquish ownership and

Provision	Article in FA[1]	Article in AA[1]	Article in SA[1]	Article in CA[1]	Summary
					cease involvement in the business. Cure periods generally range from 24 hours to 60 days.
h. "Cause" defined – non-curable defaults	15 and 19	N/A	N/A	N/A	Certain defaults are inherently incurable and will result in termination, including solvency defaults, abandonment, including permanent closure, or loss of control without consent, misrepresentations, and cross-defaults and multiple defaults. If we are prohibited from doing business with you or any of your owners under any anti-terrorism law enacted by the U.S. Government, then the FA may be terminated immediately.
i. Franchisee's obligations on termination/nonrenewal	7.2 and 16	N/A	N/A	N/A	Pay us what you owe us, cease using the Marks, debrand your business, and follow our termination procedures.
j. Assignment of contract by franchisor	13	N/A	N/A	N/A	Fully transferable by us.
k. "Transfer" by franchisee - defined	1 and 13	N/A	N/A	N/A	A transfer includes the transfer of the Franchise Agreement, any interest in the Franchise Agreement, any ownership or other interest in you, the business or the underlying premises, and any arrangement where you sell accounts receivable or EFT or any other assets of the business (outside of the ordinary course of business).
l. Franchisor's approval of transfer by you	13	8	9	6	All transfers require our prior written approval.

Provision	Article in FA[1]	Article in AA[1]	Article in SA[1]	Article in CA[1]	Summary
m. Conditions for franchisor approval of transfer	13	8	9	6	If Transferee is (a) one of your owners, (b) a family member of one of your owners and such transfer is of a non-controlling interest in you, or (c) an entity controlled by one of your owners and for estate planning purposes, Transferee must sign Appendix B (if applicable) and C of the Franchise Agreement and must meet our capital and liquidity requirements; you must pay all amounts owed; provide material terms and conditions of the transfer; disclose any trust that will become an owner; pay our reasonable out-of-pocket expenses; sign a general release; and agree to be bound by the confidentiality and non-competition covenants. If the transfer is other than as described above, Transferee must meet our character, suitability and financial requirements, complete our franchise application and initial training, and sign our then-current version of the franchise agreement (which may contain materially different terms and conditions than your original Franchise Agreement), and agree to make certain updates to and remodel the business under certain circumstances; you must pay all amounts owed; provide material terms and conditions of the transfer;

					disclose any trust that will become an owner; pay a transfer fee of $10,000 (except in the case of a transfer of a 5% or smaller ownership interest in you) and our reasonable out-of-pocket expenses; sign a general release; agree to be bound by the confidentiality and non-competition covenants; agree to subordinate your security interest (if any) in the business to our right to receive payment under the Franchise Agreement; and meet the minimum holding period requirement under any applicable Area Development Agreement. If you will retain an interest in the franchise after the transfer, you must also meet certain requirements that apply to the Transferee described above. Successor Amendment: Transferor must have complied with all requirements imposed as a condition to obtaining a successor term. Acquisition Amendment: Transferor must have complied with all requirements imposed as a condition to acquisition of the franchise. Conversion Amendment: Transferor must have complied with all requirements imposed as a condition to conversion of a location to a franchise.

Provision	Article in FA[1]	Article in AA[1]	Article in SA[1]	Article in CA[1]	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	13	N/A	N/A	N/A	For any proposed transfer of your Franchise Agreement, a transfer of a controlling interest in you, or substantially all of your assets, we may purchase those interests or assets or all of your interests or assets for the price and terms and conditions contained in your *bona fide* offer (as imputed to the interests or assets we purchase and subject to certain adjustments).
o. Franchisor's option to purchase franchisee's business	16	N/A	N/A	N/A	60 day option upon termination or expiration of the Franchise Agreement.
p. Death or disability of franchisee	13	N/A	N/A	N/A	Treated as a transfer.
q. Non-competition covenants during the term of the franchise	16 and Appendix C	N/A	N/A	N/A	No direct or indirect involvement by you, your owners, and immediate family members, in the operation, including as a lender, of any business or other venture offering fitness, or exercise services (other than as a non-material part of its offering), including a health club, gym, physical fitness club, personal training studio, weight training or resistance training studio, or any business or other venture offering digital fitness classes, content, instruction or advice (other than a **PLANET FITNESS** Business) ("Competitive Business"), or in any business offering or selling franchises or licenses for Competitive Businesses,

Provision	Article in FA[1]	Article in AA[1]	Article in SA[1]	Article in CA[1]	Summary
					other than a **PLANET FITNESS** business.
r. Non-competition covenants after the franchise is terminated or expires	16	N/A	N/A	N/A	No direct or indirect involvement by you, your owners, and immediate family members, in the operation of any Competitive Business or in any business offering or selling franchises or licenses for Competitive Businesses for two (2) years after termination, expiration, or transfer at the location, within 15 miles of the location, or within 15 miles of any other **PLANET FITNESS** business. If we exercise our right of first refusal to acquire your **PLANET FITNESS** business, the above non-competition restrictions apply; we can also require you and your owners to agree to the above non-competition restrictions for 5 years from the closing within 15 miles of any **PLANET FITNESS** business or rights to develop any **PLANET FITNESS** business sold to us.
s. Modification of the agreement	19, 10.1	N/A	N/A	N/A	Must be in writing signed by us and you, but we have the unilateral right to change our manuals. We can also modify the Franchise Agreement if 70% of all U.S. franchised PLANET FITNESS businesses approve the modification. In addition, we may change the 3% maximum limit on

Provision	Article in FA[1]	Article in AA[1]	Article in SA[1]	Article in CA[1]	Summary
					NAF contributions (as well as the LAF expenditure requirements described in Item 11) by gaining approval of either (i) 66% of all then existing U.S. company-owned and franchised PLANET FITNESS businesses, or (ii) 51% of all then existing U.S. franchised PLANET FITNESS businesses. In addition, we may require you to remodel your PLANET FITNESS business and/or remove, add or replace equipment in advance of the timelines described in Item 6 in the future by gaining an approval vote by either (i) 66% of all then existing U.S. company-owned and franchised PLANET FITNESS businesses, or (ii) 51% of all then existing U.S. franchised PLANET FITNESS businesses.
t. Integration / merger clause	19	12	15	9	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Franchise Agreement and this Disclosure Document may not be enforceable.
u. Dispute resolution by arbitration or mediation	19	N/A	N/A	N/A	All disputes resolved by mediation and arbitration. However, each party will have the right to request injunctive relief from any court of competent jurisdiction.

Provision	Article in FA[1]	Article in AA[1]	Article in SA[1]	Article in CA[1]	Summary
v. Choice of forum	19	N/A	N/A	N/A	Subject to state law, Portsmouth, New Hampshire (or in the city of our then current headquarters, if our headquarters is no longer in New Hampshire).
w. Choice of law	19	N/A	N/A	N/A	Subject to state law, New Hampshire.

If you purchase a company-owned location, you must sign the form of Franchise Agreement contained in this Disclosure Document, which we may amend to incorporate any mutually agreed terms that may vary from those identified in the table above.

AREA DEVELOPMENT AGREEMENT

This table lists certain important provisions of the Area Development Agreement. You should read these provisions in the Area Development Agreement attached to this Disclosure Document.

Provision	Section in Agreement	Summary
a. Length of the term of the franchise	3	The ADA term expires on the earlier of (a) the date the last **PLANET FITNESS** location must be opened under the Development Schedule, or (b) the date you or your affiliate opens the last **PLANET FITNESS** location required by the Development Schedule.
b. Renewal or extension of the term	N/A	None.
c. Requirement for franchisee to renew or extend	N/A	None.
d. Termination by franchisee	9	You may terminate your Area Development Agreement upon 30 days written notice to us, so long as you and your affiliates sign our then-current form of mutual termination agreement.
e. Termination by franchisor without cause	N/A	None.
f. Termination by franchisor with cause	9 and 36	We can terminate the Area Development Agreement if you default or fail to comply with your obligations.

Provision	Section in Agreement	Summary
g. "Cause" defined – curable defaults	9	You may cure certain defaults upon notice, including development defaults, certain conduct defaults by you or your owners, reporting defaults, financial defaults and unfair competition defaults. Certain conduct and unfair competition defaults may only be curable by causing the offending owner to relinquish ownership and cease involvement in the business. Cure periods generally range from 7 days to 180 days.
h. "Cause" defined – non-curable defaults	9 and 36	Non-curable defaults include bankruptcy and insolvency, dissolution or liquidation, an unauthorized transfer, material misrepresentations or omissions in connection with acquiring development rights, certain conduct defaults, unfair competition defaults, and cross-defaults. If we are prohibited from doing business with you or any of your owners under any anti-terrorism law enacted by the U.S. Government, then the ADA may be terminated immediately.
i. Franchisee obligations on termination/non-renewal	9.7, 14, and 15	All development rights revert to us.
j. Assignment of contract by franchisor	16	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	17	A transfer includes the transfer of the Area Development Agreement, any interest in the Area Development Agreement, any ownership or other interest in you.
l. Franchisor approval of transfer by you	17	You may only transfer your rights and interests under the Area Development Agreement if you obtain our prior written consent and transfer all rights and interest under all Franchise Agreements to the same Transferee.
m. Conditions for franchisor's approval of transfer	17	If Transferee is (a) one of your owners, (b) a family member of one of your owners and such transfer is of a non-controlling interest in you, or (c) an entity controlled by one of your owners and for estate planning purposes, Transferee must sign Exhibit C of the Area Development Agreement and must meet our capital and liquidity requirements; you must pay all amounts owed; provide material terms and conditions of the transfer; disclose any trust that will become an owner; pay our reasonable out-of-pocket expenses; sign a general

Provision	Section in Agreement	Summary
		release; and agree to be bound by the confidentiality and non-competition covenants. If the transfer is other than as described above, Transferee must meet our character, suitability and financial requirements, complete our franchise application and initial training, and sign our then-current version of area development agreement; you must pay all amounts owed; provide material terms and conditions of the transfer; disclose any trust that will become an owner; pay a transfer fee of $5,000 for each unmet development obligation (except in the case of a transfer of 5% or smaller ownership interest in you) and our reasonable out-of-pocket expenses; sign a general release; and agree to be bound by the confidentiality and non-competition covenants. In addition, unless the transfer is of a non-controlling interest (as we determine), the closing date of the transfer must be at least (a) 2 years after the date of the Area Development Agreement or (b) 1 year after the date of the Area Development Agreement if your controlling owner(s) have been controlling owner(s) of a PLANET FITNESS franchise for at least 2 years as of the closing date. Alternatively, if the Area Development Agreement has been amended to add 1 or more businesses to the Development Schedule, or the Area Development Agreement has been amended and restated, the closing date of the transfer must be at least 1 year after the date of the amendment or the date of the amended and restated Area Development Agreement, as applicable. If you will retain an interest in the Area Development Agreement after the transfer, you must also meet certain requirements that apply.
n. Franchisor's right of first refusal to acquire franchisee's business	17.5 and 17.6	For any proposed transfer of your Area Development Agreement, a transfer of a controlling interest in you, or substantially all of your assets, we may purchase those interests or assets or all of your interests or assets for the price and terms and conditions contained in your *bona fide* offer (as imputed to the interests or assets we purchase and subject to certain adjustments).
o. Franchisor's option to purchase franchisee's business	N/A	Not Applicable.

Provision	Section in Agreement	Summary
p. Death or disability of franchisee	17.3	Upon death of an owner of a controlling interest, the owner's interest must be transferred to a third party within 6 months.
q. Non-competition covenants during the term of the franchise	14	No direct or indirect involvement in the operation of any Competitive Business or in any business offering or selling franchises or licenses for Competitive Businesses other than the business authorized in the Area Development Agreement.
r. Non-competition covenants after the franchise is terminated or expires	14	No direct or indirect involvement, including as a lender, in a Competitive Business or in any business offering or selling franchises or licenses for Competitive Businesses for 2 years (i) within the Development Area, (ii) within 15 miles of any **PLANET FITNESS** business developed by you or an affiliate in the Development Area, or (iii) within 15 miles of any other **PLANET FITNESS** franchised or company-owned business. If we exercise our right of first refusal to acquire your business, the above non-competition restrictions apply; we can also require you and your owners to agree to the above non-competition restrictions for 5 years from the closing within 15 miles of any **PLANET FITNESS** business or rights to develop any **PLANET FITNESS** business sold to us.
s. Modification of the Agreement	31	Any modification must be in writing and signed by both parties.
t. Integration/merger clause	30	Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises made outside the Area Development Agreement and this Disclosure Document may not be enforceable.
u. Dispute resolution by arbitration or mediation	22	All disputes resolved by mediation and arbitration. However, each party will have the right to request injunctive relief from any court of competent jurisdiction.
v. Choice of forum	22 and 24	Subject to state law, Portsmouth, New Hampshire (or in the city of our then current headquarters, if our headquarters is no longer in New Hampshire).
w. Choice of law	23	Subject to state law, New Hampshire.

ITEM 18
PUBLIC FIGURES

There are no public figures involved in the sale of this 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.

2025 EFT Revenue

The following charts show Annual EFT Revenue for our corporate-owned and franchised clubs in the United States (including 18 in Puerto Rico) for those clubs open and operating during the entire 12-month period ended December 31, 2025.

The clubs were separated into three groups, or thirds, in ascending order based on Annual EFT Revenue (i.e., Bottom Third, Middle Third, and Upper Third). Annual EFT Revenue is revenue on recurring monthly and annual membership fees that are billed to club members. This definition is consistent with the definition of EFT Dues Draft in the Franchise Agreement, upon which the Royalty is paid. This does not include any paid in full memberships, revenue from retail sales or other sources of revenue, and it excludes returns and taxes.

2025 EFT Revenue for Franchised Clubs Only

FRANCHISED ONLY	BOTTOM THIRD	MIDDLE THIRD	UPPER THIRD
Average Annual EFT Revenue*	1,260,539	1,873,231	2,705,811
Median Annual EFT Revenue*	1,311,575	1,863,300	2,595,549
High Annual EFT Revenue*	1,596,261	2,170,135	5,271,381
Low Annual EFT Revenue*	429,581	1,597,497	2,171,673
Clubs	764	764	763

*Amounts represent electronic funds presented for draft for the 12 months of 2025.

As of December 31, 2025 there were 2,432 franchised clubs in the United States, including Puerto Rico. We have excluded from this number 7 franchised clubs that closed in 2025. Of these franchised clubs, all of them operated for more than 12-months before closing.

The table above reports information for 2,291 franchised clubs in the United States, including Puerto Rico, which is all of our franchised clubs that were open and operating for the entire 12-month period ended December 31, 2025. 133 franchised clubs were excluded because

they opened after January 1, 2025, and therefore were not open the entire year. We have excluded 8 clubs in this subset that we sold to a franchisee in August 2025 because they were open for less than 6 months as franchised clubs. Of the clubs included, the earliest of these clubs opened in 2003 and the latest in 2024.

For the calendar year ended December 31, 2025, of the 764 clubs in the Bottom Third, 437 (or 57%) met or exceeded the total Average Annual EFT Revenue in the table above for those clubs in the Bottom Third. Of the 764 clubs in the Middle Third, 370 (or 48%) met or exceeded the total Average Annual EFT Revenue in the table above for those clubs in the Middle Third. Of the 763 clubs in the Upper Third, 296 (or 39%) met or exceeded the total Average Annual EFT Revenue in the table above for those clubs in the Upper Third.

2025 EFT Revenue for Corporate-owned Clubs Only

CORPORATE ONLY	BOTTOM THIRD	MIDDLE THIRD	UPPER THIRD
Average Annual EFT Revenue*	1,369,308	2,018,854	2,727,986
Median Annual EFT Revenue*	1,420,479	2,022,485	2,651,743
High Annual EFT Revenue*	1,703,940	2,306,530	4,065,160
Low Annual EFT Revenue*	768,504	1,718,872	2,310,003
Clubs	90	90	90

* Amounts represent electronic funds presented for draft for the 12 months of 2025.

As of December 31, 2025 there were 277 corporate-owned clubs owned and operated in the United States by our affiliate. The table above reports information for 270 corporate-owned clubs in the United States owned and operated by our affiliate, which is all of our corporate-owned clubs that were open and operating for the entire 12-month period ended December 31, 2025. We have included 8 clubs in this subset even though they were sold to a franchisee in August 2025 because they were open for more than 6 months as corporate clubs. 15 corporate-owned clubs were excluded because they were opened after January 1, 2025, and therefore were not open the entire year. Of the clubs included, the earliest of these clubs opened in 1992 and the latest in 2024.

For the fiscal year ended December 31, 2025, of the 90 clubs in the Bottom Third, 50 (or 56%) met or exceeded the total Average Annual EFT Revenue in the table above for those clubs in the Bottom Third. Of the 90 clubs in the Middle Third, 47 (or 52%) met or exceeded the total Average Annual EFT Revenue in the table above for those clubs in the Middle Third. Of the 90 clubs in the Upper Third, 31 (or 34%) met or exceeded the total Average Annual EFT Revenue in the table above for those clubs in the Upper Third.

2025 EFT Revenue for Corporate and Franchised Clubs

CORPORATE & FRANCHISED	BOTTOM THIRD	MIDDLE THIRD	UPPER THIRD
Average Annual EFT Revenue*	1,270,876	1,887,931	2,709,925
Median Annual EFT Revenue*	1,315,357	1,876,544	2,600,865
High Annual EFT Revenue*	1,611,791	2,190,403	5,271,381
Low Annual EFT Revenue*	429,581	1,612,556	2,191,107
Clubs	854	854	853

* Amounts represent electronic funds presented for draft for the 12 months of 2025.

For the fiscal year ended December 31, 2025, of the 854 clubs in the Bottom Third, 482 (or 56%) met or exceeded the total Average Annual EFT Revenue in the table above for the clubs in the Bottom Third. Of the 854 clubs in the Middle Third, 408 (or 48%) met or exceeded the total Average Annual EFT Revenue in the table above for those clubs in the Middle Third. Of the 853 clubs in the Upper Third, 325 (or 38%) met or exceeded the total Average Annual EFT Revenue in the table above in the Upper Third.

2025 Revenue and Operations Statement

Below is a Revenue and Operations Statement for the fiscal year ended ended December 31, 2025 for 262 of the 270 corporate-owned **PLANET FITNESS** clubs disclosed above. We have excluded the 8 corporate-owned clubs sold to a franchisee in August 2025 as we do not have the cost information for these clubs for the remainder of 2025 following the sale.

We have segregated these clubs by annual Net Revenue into three groups, or thirds from lowest to highest. In 2025, there were 88 clubs in the Bottom Third, 87 clubs in the Middle Third, and 87 clubs in the Upper Third. The table provides average and median revenue, cost and other financial information of the clubs within each third. These results are derived from our books and records, which are maintained in accordance with U.S. generally accepted accounting principles.

We have not included any franchisee information in the following table because we do not receive complete expense information from our franchisees. The notes that follow the table explain the calculations and are important to understand in reviewing the numbers and how they may apply to your circumstances.

2025 Revenue and Operations Statement - Corporate-Owned Clubs

	BOTTOM THIRD		MIDDLE THIRD		UPPER THIRD	
	Average	Median	Average	Median	Average	Median
Revenue[1,2]						
Membership Sales - EFT	$1,345,489	$1,379,828	$1,996,352	$2,014,429	$2,684,521	$2,640,571
Other Membership Sales	($22,589)	($17,643)	($15,010)	($15,640)	($25,831)	($21,410)
Net Revenue	**$1,322,899**	**$1,362,185**	**$1,981,342**	**$1,998,790**	**$2,658,690**	**$2,619,161**
Net Revenue $/Sq.Ft.	*$66.95*	*$68.77*	*$100.99*	*$101.06*	*$123.82*	*$123.02*
Operating Costs and Expenses[3]						
Payroll Related	$309,345	$310,468	$346,644	$342,224	$381,069	$364,250
Local Marketing Expenses	$83,446	$83,134	$122,983	$119,636	$168,418	$170,241
National Advertising Fund	$26,306	$26,907	$37,966	$38,070	$50,998	$50,215
Other Marketing Expenses	$19	$10	$17	$14	$27	$19
Marketing Expenses[4]	$109,771	$110,050	$160,967	$157,720	$219,443	$220,475
Royalties[5]	$95,680	$98,383	$140,450	$140,921	$189,608	$185,170
Utilities[6]	$68,432	$69,679	$76,602	$74,143	$91,936	$86,210
Supplies and Maintenance[7]	$63,157	$60,166	$79,884	$74,029	$97,154	$94,046
Miscellaneous[8]	$91,914	$88,851	$104,665	$107,418	$133,023	$126,248
Total Operating Costs and Expenses, Excluding Rent	**$738,299**	**$737,598**	**$909,213**	**$896,455**	**$1,112,232**	**$1,076,400**
EBITDAR[10]	**$584,600**	**$624,588**	**$1,072,129**	**$1,102,335**	**$1,546,458**	**$1,542,761**
EBITDAR % of Net Revenue	*44%*	*46%*	*54%*	*55%*	*58%*	*59%*
EBITDAR $/Sq.Ft.	*$29.59*	*$31.53*	*$54.65*	*$55.74*	*$72.02*	*$72.46*
Rent Expense[9]	$303,761	$281,610	$363,277	$337,993	$441,654	$420,164
Total Operating Costs and Expenses	**$1,042,060**	**$1,019,207**	**$1,272,490**	**$1,234,448**	**$1,553,886**	**$1,496,563**
EBITDA[10]	**$280,839**	**$342,978**	**$708,853**	**$764,342**	**$1,104,804**	**$1,122,598**
EBITDA % of Net Revenue	*21%*	*25%*	*36%*	*38%*	*42%*	*43%*
EBITDA $/Sq.Ft.	*$14.21*	*$17.32*	*$36.13*	*$38.65*	*$51.45*	*$52.73*
Average of Sq.Ft.	19,760	19,808	19,619	19,778	21,472	21,290

Notes to Revenue and Operations Statement: Due to rounding, totals may not equal the sum of individual lines. Please keep in mind the following as you review the above table:

1. **Revenue** – The principal source of revenue for a **PLANET FITNESS** club is membership fees. Monthly and annual membership fees are usually paid through electronic transfer of funds (EFT). Annual fees are billed to a member once per year, the time of which is dependent on their join date and membership type, as detailed in their membership agreement. A fitness facility will also earn additional revenue included in "Other Membership Sales" above through enrollment fees, prepaid memberships, beverage sales, sale of tanning goggles and lotions, **PLANET FITNESS** apparel and headphones.

A Classic membership and a Black Card membership must be offered by a club at all times. Certain promotions are required or offered at different times during the year and a franchisee may have the ability to tailor the promotion to their club. The Black Card membership may require a 12-month commitment, unless otherwise permitted by us or mandated by applicable law. Generally included with the Black Card is use of tanning, half-priced beverages, massage chair/hydromassage bed usage, access to any other **PLANET FITNESS** club, ability to bring a guest for free to the member's home club, digital fitness content and affinity program discounts.

Monthly memberships in these clubs varied depending upon a variety of factors, including factors related to the specific market, how much time and effort was spent on sales, the extent of advertising, and the sales ability of those selling memberships.

Membership fees billed by EFT are subject to returns and declines during the electronic payment process. The ability of these clubs to collect monthly and annual membership fees by EFT depended upon a variety of factors, including the accuracy of the billing information provided by a member, the member's creditworthiness, and the expiration or cancellation of a member's credit card. In 2025, we experienced monthly declines and returns ranging from 2.3% to 38.1% of gross membership EFT at our corporate-owned clubs. The returns and declines are included in "Other Membership Sales" in the above table.

For the fiscal year ended December 31, 2025, of the 88 clubs in the Bottom Third, 47 (or 53%) met or exceeded the Net Revenue in the table above for those clubs in the Bottom Third. Of the 87 clubs in the Middle Third, 46 (or 53%) met or exceeded the Net Revenue in the table above for those clubs in the Middle Third. Of the 87 clubs in the Upper Third, 35 (or 40%) met or exceeded the Net Revenue in the table above for those clubs in the Upper Third.

2. **Highest and Lowest Revenue** – The table above shows average and median Net Revenue numbers in the 3 categories for the fiscal year ended December 31, 2025. The highest and lowest revenue numbers in these categories are as follows:

	BOTTOM THIRD	MIDDLE THIRD	UPPER THIRD
Net Revenue Low	580,550	1,690,671	2,255,647
Net Revenue High	1,676,086	2,244,098	4,033,345
Membership Sales – EFT Low	704,300	1,687,597	2,255,836
Membership Sales – EFT High	1,790,191	2,278,249	4,020,426
Other Membership Sales Low*	(149,232)	(171,734)	(178,972)
Other Membership Sales High	42,645	71,305	56,890
Net Revenue/Sq. Ft. Low	23.34	62.11	81.40
Net Revenue/Sq. Ft. High	152.73	143.52	233.30

* Negative "Other Membership Sales" results from returned checks and uncollected revenue, refunds, and differences between the reports from our third-party point of sale provider and cash deposited.

3. **Costs and Expenses** – The expense information included in the Revenue and Operations Statement reflects the costs and expenses of the corporate-owned clubs included in the Statement, including royalty and marketing expenses as discussed below. In comparing the three columns above, some of the expenses are fixed and do not change with any fluctuation in memberships. Others are not fixed and will increase as memberships increase. Franchisees or former franchisees listed in this Disclosure Document may be one source of information. Note that costs to replace equipment and remodel the premises are not included as expenses, but rather are accounted for as depreciating assets. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business.

4. **Marketing** – The marketing expenses listed above reflect the average of actual amounts the corporate-owned clubs in each third contributed to the National Advertising Fund

(NAF) and spent on local advertising. The advertising is primarily performed through preferred corporate vendors.

National Advertising Fund (NAF)

The NAF creates and develops marketing, advertising and related programs and materials, including electronic, print and internet media, as well as the planning and purchasing of national and/or regional network advertising. During 2025, all of the corporate-owned clubs included above contributed 2% of monthly membership fees and $49 annual fees to the NAF, plus the following percentages of total gross Monthly EFT revenue, consistent with what was required under the 2025 Franchise Agreement.

Month	NAF Percentage
January, February, March	3.6%
April, May, June	1.5%
July, August, September	1.5%
October, November, December*	1.5%

*The December NAF Percentage was calculated on a club-by-club basis so that the clubs' NAF contributions for the year equaled 2%.

Local Marketing Expenses

In 2025, franchisees were required to spend the following amounts on local marketing:

For the fiscal year: At least the greater of $60,000 or 7% of cumulative Monthly EFT.

For the first quarter: At least the greater of $24,000 or 10% of cumulative Monthly EFT.

For the second, third and fourth quarter: At least the greater of $4,000 or 3% of cumulative Monthly EFT during each month.

The amount a club spent on advertising varied depending on the club. The average amounts these corporate clubs in each third would have been required to spend under the 2024 Franchise Agreement are below.

The following chart shows data for the fiscal year ended December 31, 2025, based on the requirements above:

	Bottom Third		**Middle Third**		**Upper Third**	
	Average	**Median**	**Average**	**Median**	**Average**	**Median**
Required local marketing expenses	77,533	80,158	114,254	114,774	154,381	150,583

5. **Royalty** – Royalty is 7% of the EFT Dues Draft. The amounts in the tables above are the averages of the actual royalties paid by the clubs in each third calculated based upon payment of a royalty of 7% of the EFT Dues Draft.

6. **Utilities** – Utility costs varied significantly depending on the size and location of the club. Certain markets have substantially higher utility costs than others and any prospective

franchisee is urged to investigate local market utility costs before making any assumption about what their costs will be.

7. **Supplies and Maintenance** – The Supplies and Maintenance amounts listed above reflect the average of actual amounts these corporate-owned clubs in each third spent on cleaning supplies, club supplies, and repairs and maintenance.

8. **Miscellaneous** – Miscellaneous expense includes cost of goods sold, POS fees, insurance, billing charges, bank and credit card charges, equipment rental, office expense, sales and use tax, and other miscellaneous expenses.

Insurance costs vary on a club-by-club basis. The insurance costs noted in the above statement are based on bulk buy pricing for multiple clubs.

Bank and credit card charges will vary based on the banking institution used and type of club membership draft. Drafting membership fees from credit cards will result in higher fees than membership fees drafted from bank accounts.

Sales and use tax will vary based on the location of the club. Every state will have different rules applying to sales and use tax.

Other miscellaneous expense includes foods, filing fees, licenses, permits, gifts, travel/meals, postage, online join expense and professional fees. Many of these costs can vary significantly depending on the location and the time spent looking for the best possible local cost on these items.

9. **Rent** – Rent varies significantly depending on the size and location of the club. Certain markets have substantially higher real estate costs than others and any prospective franchisee is urged to investigate local market real estate costs prior to making any assumption about what their costs will be.

10. **EBITDAR & EBITDA** – EBITDA (Earnings Before Interest, Taxes, Depreciation and Amortization) does not include any provision for income taxes or for non-cash expenses such as depreciation or amortization or any debt service. It also does not include any expense assumption related to the capital structure of the business entity or any reserve for future capital expenditures. The statement also does not factor in the initial franchise fee or other initial investment expenses including expenses for a lease/purchase of equipment as these clubs have been open and operating for more than one year. We anticipate that every franchisee will fund its initial investment differently, and we therefore cannot make any assumptions on how you would account for these items. EBITDAR (Earnings Before Interest, Taxes, Depreciation, Amortization and Rent) does not include rent expense.

The following information relates to the fiscal year ended December 31, 2025:

Of the 88 corporate-owned clubs in the Bottom Third: 48 (or 55%) met or exceeded average EBITDAR in the table above; of the 87 corporate-owned clubs in the Middle Third: 42 (or 48%) met or exceeded average EBITDAR in the table above; and of the 87 corporate-owned clubs in the Upper Third: 35 (or 40%) met or exceeded average EBITDAR in the table above.

Of the 88 corporate-owned clubs in the Bottom Third: 45 (or 51%) met or exceeded average EBITDA in the table above; of the 87 corporate-owned clubs in the Middle Third: 44 (or

51%) met or exceeded average EBITDA in the table above; and of the 87 corporate-owned clubs in the Upper Third: 38 (or 44%) met or exceeded average EBITDA in the table above.

General Notes to Item 19:

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

1. Certain markets have substantially higher labor costs than others and you are urged to investigate local labor costs before making any assumptions about what your costs will be. Sales, expenses, and operating revenue results of these clubs depended upon many independent variable factors including the location and visibility of the club, local traffic patterns, the demographic composition and trends of the market area served by the club, the competitive environment, the region and market area in which the club is located, the length of time the club had been in operation, the quality of the management and service at the club, and other factors.

2. You have the sole responsibility for developing your own business plan for your proposed club or territory, including capital budgets, pro forma financial statements, sales and expense projections and other elements appropriate to the particular circumstances you anticipate for your club. In developing the business plan, you are cautioned to make necessary allowance for changes in financial results that may occur due to any of the factors listed above, for any and all ranges of general economic conditions that may exist now or in the future, or for any other circumstances that may impact the operation and performance of the business.

3. Percentages have been rounded to the nearest percent. Dollar amounts have been rounded to the nearest whole dollar.

4. Other than the preceding financial performance representation, we do not make any financial performance representations. 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 Jason Bauman, Associate General Counsel, Franchising at 4 Liberty Lane West, Hampton, NH 03842 and (603) 750-0001, the Federal Trade Commission, and the appropriate state regulatory agencies.

5. We recommend that you make your own independent investigation to determine whether you should purchase a franchise. We suggest strongly that you consult your financial advisor or personal accountant to advise you on taxes and other amounts you may incur in operating a **PLANET FITNESS** business.

Written substantiation of all data presented in this Item 19 will be made available to you on reasonable request.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary For Years 2023 to 2025*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2023	2,082	2,201	+119
	2024	2,201	2,298	+97
	2025	2,298	2,432	+134
Company-Owned	2023	232	254	+22
	2024	254	270	+16
	2025	270	277	+7
Total Outlets	**2023**	**2,314**	**2,455**	**+141**
	2024	**2,455**	**2,568**	**+113**
	2025	**2,568**	**2,709**	**+141**

* These figures are as of December 31 of each year. Company-owned locations include locations operated by our affiliates.

Table No. 2
Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2023 to 2025*

State	Year	Number of Transfers
Alabama	2023	0
	2024	5
	2025	0
Alaska	2023	0
	2024	0
	2025	2
California	2023	8
	2024	12
	2025	3
Connecticut	2023	2
	2024	0
	2025	0
Colorado	2023	0
	2024	26
	2025	0
Florida	2023	11
	2024	4
	2025	3
Georgia	2023	43
	2024	7
	2025	0

State	Year	Number of Transfers
Illinois	2023	0
	2024	54
	2025	4
Indiana	2023	0
	2024	29
	2025	0
Iowa	2023	0
	2024	17
	2025	0
Kansas	2023	0
	2024	1
	2025	0
Louisiana	2023	0
	2024	0
	2025	14
Maine	2023	2
	2024	0
	2025	0
Maryland	2023	0
	2024	0
	2025	11
Massachusetts	2023	20
	2024	0
	2025	1
Michigan	2023	0
	2024	0
	2025	10
Minnesota	2023	0
	2024	31
	2025	0
Mississippi	2023	0
	2024	11
	2025	0
Missouri	2023	0
	2024	1
	2025	0
Nebraska	2023	0
	2024	3
	2025	0
New Jersey	2023	0
	2024	3
	2025	0
North Dakota	2023	2
	2024	4
	2025	0

State	Year	Number of Transfers
Ohio	2023	0
	2024	6
	2025	0
Oregon	2023	0
	2024	10
	2025	15
Pennsylvania	2023	2
	2024	5
	2025	6
South Dakota	2023	0
	2024	4
	2025	0
Tennessee	2023	0
	2024	2
	2025	1
Texas	2023	0
	2024	10
	2025	0
Virginia	2023	0
	2024	17
	2025	1
Washington	2023	10
	2024	7
	2025	0
Wisconsin	2023	0
	2024	1
	2025	0
Total	**2023**	**100**
	2024	**270**
	2025	**71**

* These figures are as of December 31 of each year. States not listed had no transfer activity to report. Does not include transfers where beneficial ownership of less than 50% of the franchise did not change, circumstances where and individual transfers to an entity the individual owns or transfers to heirs.

Table No. 3
Status of Franchised Outlets For Years 2023 to 2025*

State	Year	Outlets at Start of Year	Outlets Opened	Term-inations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2023	33	0	0	0	0	0	33
	2024	33	1	0	0	0	0	34
	2025	34	0	0	0	0	0	34
Alaska	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6

State	Year	Outlets at Start of Year	Outlets Opened	Term-inations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Arizona	2023	52	4	0	0	0	0	56
	2024	56	1	0	0	0	0	57
	2025	57	1	0	0	0	0	58
Arkansas	2023	21	0	0	0	0	0	21
	2024	21	0	0	0	0	0	21
	2025	21	0	0	0	0	0	21
California	2023	180	9	0	0	0	0	189
	2024	189	9	0	0	0	1	197
	2025	197	28	0	0	0	0	225
Colorado	2023	34	3	0	0	0	0	37
	2024	37	2	0	0	0	0	39
	2025	39	3	0	0	0	0	42
Connecticut	2023	35	2	0	0	0	0	37
	2024	37	0	0	0	0	0	37
	2025	37	2	0	0	0	0	39
Delaware	2023	5	1	0	0	0	0	6
	2024	6	1	0	0	0	0	7
	2025	7	1	0	0	0	0	8
District of Columbia	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Florida	2023	98	5	0	0	4	0	99
	2024	99	5	0	0	0	0	104
	2025	104	2	1	0	0	0	105
Georgia	2023	65	3	0	0	0	0	68
	2024	68	4	0	0	0	0	72
	2025	72	3	0	0	0	0	75
Hawaii	2023	4	1	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	2	0	0	0	0	7
Idaho	2023	7	0	0	0	0	0	7
	2024	7	1	0	0	0	0	8
	2025	8	0	0	0	0	0	8
Illinois	2023	94	3	0	0	0	0	97
	2024	97	6	0	1	0	0	102
	2025	102	5	0	0	0	0	107
Indiana	2023	59	5	0	0	0	0	64
	2024	64	2	0	0	0	0	66
	2025	66	1	0	0	0	0	67

State	Year	Outlets at Start of Year	Outlets Opened	Term-inations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Iowa	2023	19	1	0	0	0	0	20
	2024	20	0	0	0	0	0	20
	2025	20	1	0	0	0	0	21
Kansas	2023	17	0	0	0	0	0	17
	2024	17	1	0	0	0	0	18
	2025	18	0	0	0	0	0	18
Kentucky	2023	36	3	0	0	0	0	39
	2024	39	1	0	0	0	0	40
	2025	40	2	0	0	0	0	42
Louisiana	2023	33	2	0	0	0	0	35
	2024	35	1	0	0	0	0	36
	2025	36	2	0	0	0	0	38
Maine	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Maryland	2023	47	3	0	0	0	0	50
	2024	50	0	0	0	0	0	50
	2025	50	2	0	0	0	0	52
Massachusetts	2023	78	3	0	0	0	0	81
	2024	81	1	0	0	0	0	82
	2025	82	6	0	0	0	0	88
Michigan	2023	87	2	0	0	0	0	89
	2024	89	5	0	0	0	0	94
	2025	94	4	0	0	0	0	98
Minnesota	2023	29	3	0	0	0	0	32
	2024	32	2	0	0	0	0	34
	2025	34	3	0	0	0	0	37
Mississippi	2023	21	4	0	0	0	0	25
	2024	25	0	0	0	0	0	25
	2025	25	1	0	0	0	0	26
Missouri	2023	36	1	0	0	0	0	37
	2024	37	3	0	0	0	0	40
	2025	40	1	1	0	0	0	40
Montana	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Nebraska	2023	15	0	0	0	0	0	15
	2024	15	0	0	0	0	0	15
	2025	15	0	0	0	0	0	15

State	Year	Outlets at Start of Year	Outlets Opened	Term-inations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Nevada	2023	22	0	0	0	0	0	22
	2024	22	0	0	0	0	0	22
	2025	22	2	0	0	0	0	24
New Hampshire	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New Jersey	2023	60	4	0	0	0	0	64
	2024	64	1	0	0	0	0	65
	2025	65	6	0	0	0	0	71
New Mexico	2023	19	1	0	0	0	0	20
	2024	20	0	0	0	0	0	20
	2025	20	0	2	0	0	0	18
New York	2023	101	2	0	0	0	0	103
	2024	103	4	0	0	0	0	107
	2025	107	5	2	0	0	0	110
North Carolina	2023	65	7	0	0	0	0	72
	2024	72	1	0	0	0	0	73
	2025	73	3	0	0	0	0	76
North Dakota	2023	4	0	0	0	0	0	4
	2024	4	1	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Ohio	2023	104	3	0	0	0	0	107
	2024	107	3	0	0	0	1	109
	2025	109	8	0	0	0	0	117
Oklahoma	2023	23	0	0	0	0	0	23
	2024	23	1	0	0	0	0	24
	2025	24	1	0	0	0	0	25
Oregon	2023	24	2	0	0	0	0	26
	2024	26	2	0	0	0	0	28
	2025	28	2	0	0	0	0	30
Pennsylvania	2023	103	8	0	0	0	0	111
	2024	111	2	0	0	0	0	113
	2025	113	6	0	0	0	0	119
Puerto Rico	2023	13	4	0	0	0	0	17
	2024	17	1	0	0	0	0	18
	2025	18	2	0	0	0	0	20
Rhode Island	2023	17	2	0	0	0	0	19
	2024	19	0	0	0	0	0	19
	2025	19	0	0	0	0	0	19

State	Year	Outlets at Start of Year	Outlets Opened	Term-inations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
South Carolina	2023	12	3	0	0	0	0	15
	2024	15	2	0	0	0	0	17
	2025	17	1	0	0	0	0	18
South Dakota	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Tennessee	2023	51	2	0	0	0	0	53
	2024	53	2	0	0	0	0	55
	2025	55	5	0	0	0	0	60
Texas	2023	167	14	0	0	0	0	181
	2024	181	17	0	0	0	0	198
	2025	198	23	0	0	0	0	221
Utah	2023	13	1	0	0	0	0	14
	2024	14	1	0	0	0	0	15
	2025	15	0	1	0	0	0	14
Vermont	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Virginia	2023	54	4	0	0	0	0	58
	2024	58	5	0	0	0	0	63
	2025	63	4	0	0	0	0	67
W. Virginia	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	0	11
	2025	11	1	0	0	0	0	12
Washington	2023	42	4	0	0	0	0	46
	2024	46	6	0	0	0	0	52
	2025	52	1	0	0	0	0	53
Wisconsin	2023	38	3	0	0	0	0	41
	2024	41	4	0	0	0	0	45
	2025	45	1	0	0	0	0	46
Wyoming	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Total	**2023**	**2,082**	**123**	**0**	**0**	**4**	**0**	**2201**
	2024	**2,201**	**100**	**0**	**1**	**0**	**2**	**2,298**
	2025	**2,298**	**141**	**7**	**0**	**0**	**0**	**2,432**

* These figures are as of December 31 of each year. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table No. 4
Status of Company-Owned Outlets For Years 2023 to 2025*

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year	
Alabama	2023	5	1	0	0	0	6	
	2024	6	1	0	0	0	7	
	2025	6	0	0	0	0	6	
California	2023	8	0	0	0	0	8	
	2024	8	0	0	0	0	8	
	2025	8	0	0	0	8	0	
Colorado	2023	6	0	0	0	6	0	
	2024	0	0	0	0	0	0	
	2025	0	0	0	0	0	0	
Delaware	2023	5	0	0	0	0	5	
	2024	5	0	0	0	0	5	
	2025	5	0	0	0	0	5	
Florida	2023	54	3	4	0	0	61	
	2024	61	5	0	0	0	66	
	2025	66	2	0	0	0	68	
Georgia	2023	20	1	0	0	0	21	
	2024	21	2	0	0	0	23	
	2025	23	2	0	0	0	25	
Maine	2023	4	0	0	0	0	4	
	2024	4	1	0	0	0	5	
	2025	5	1	0	0	0	6	
Massachusetts	2023	4	0	0	0	0	4	
	2024	4	0	0	0	0	4	
	2025	4	0	0	0	0	4	
New Hampshire	2023	18	2	0	0	0	20	
	2024	20	2	0	0	0	22	
	2025	22	1	0	0	0	23	
New Jersey	2023	15	1	0	0	0	16	
	2024	16	0	0	0	0	16	
	2025	16	1	0	0	0	17	
New York	2023	34	1	0	0	0	35	**
	2024	35	3	0	0	0	38	
	2025	38	4	0	0	0	42	
North Carolina	2023	14	2	0	0	0	16	
	2024	16	1	0	0	0	17	
	2025	17	0	0	0	0	17	
Pennsylvania	2023	20	2	0	0	0	22	**
	2024	22	0	0	0	0	22	
	2025	22	1	0	0	0	23	

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
South Carolina	2023	30	4	0	0	0	34
	2024	34	2	0	0	0	36
	2025	36	3	0	0	0	39
Vermont	2023	1	1	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
Total	**2023**	**232**	**18**	**4**	**0**	**0**	**254**
	2024	**254**	**17**	**0**	**0**	**0**	**271**
	2025	**270**	**15**	**0**	**0**	**8**	**277**

* These figures are as of December 31 of each year. Company-owned outlets include locations operated by our affiliates. States not listed had no company-owned outlets to report. (See the list of company-owned units attached as Exhibit "I".)

***One club in New York was relocated to a nearby site in Pennsylvania.*

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened as of December 31, 2025	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	7	3	0
Alaska	0	0	0
Arizona	0	1	0
Arkansas	1	1	0
California	10	7	0
Colorado	1	1	0
Connecticut	0	0	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	6	3	2
Georgia	2	1	0
Hawaii	0	0	0
Idaho	2	2	0
Illinois	3	0	0
Indiana	1	1	0
Iowa	0	0	0
Kansas	1	0	0
Kentucky	0	0	0
Louisiana	1	1	0
Maine	0	0	0
Maryland	1	2	0
Massachusetts	0	0	0
Michigan	3	3	0

State	Franchise Agreements Signed But Outlet Not Opened as of December 31, 2025	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Minnesota	1	2	0
Mississippi	1	0	0
Missouri	2	1	0
Montana	2	1	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	1	1	0
New Mexico	0	0	0
New York	5	1	2
North Carolina	4	5	0
North Dakota	0	0	0
Ohio	3	1	0
Oklahoma	0	0	0
Oregon	2	3	0
Pennsylvania	0	0	0
Puerto Rico	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	1	1	0
Texas	14	3	0
Utah	0	0	0
Vermont	0	0	0
Virginia	1	1	0
Washington	7	5	0
West Virginia	1	0	0
Wisconsin	2	2	0
Wyoming	0	0	0
Total	**86**	**53**	**4**

The projected openings listed above are determined based on signed leases as of December 31, 2025.

Attached as Exhibit "I" to this Disclosure Document is a list of the **PLANET FITNESS** franchisees as of December 31, 2025 and a list of franchisees who have been terminated, cancelled, not renewed, have transferred, or otherwise voluntarily or involuntarily ceased doing business under the Franchise Agreement during 2025 or who have not communicated with us within 10 weeks of the date of this Disclosure Document. There are 18 former franchisees listed on this Exhibit "I". Also listed in Exhibit "I" are our affiliate-owned corporate locations. If you buy this franchise, your contact information may by disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, some franchisees have signed confidentiality clauses with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may want to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

The following independent franchisee organization has asked to be included in this disclosure document:

PF Independent Franchisee Council
One Overton Park, Suite 980
3625 Cumberland Blvd.
Atlanta, GA 30339
Telephone: 678-737-2396
Website: www.pffranchisee.org

ITEM 21
FINANCIAL STATEMENTS

As disclosed in Item 1, the **PLANET FITNESS** system has been in business for more than 20 years, but we, the Franchisor, assumed all franchise agreements of our predecessor in August 2018 as part of a securitization transaction.

Attached to this Disclosure Document as Exhibit "H" are the following:

(1) our audited balance sheets as of December 31, 2025, 2024 and 2023 and the related statements of operations, members' equity and cash flows for the years ended December 31, 2025, 2024 and 2023;

(2) a guarantee of performance by which Planet Fitness, Inc. guarantees the obligations of our Manager, Planet Fitness Holdings, LLC; and

(3) the audited consolidated balance sheets of Planet Fitness, Inc. and subsidiaries as of December 31, 2025 and 2024 and the related consolidated statements of operations, comprehensive income, cash flows, and changes in equity for each of the years in the three-year period ended December 31, 2025; and

(4) the unaudited consolidated balance sheets of Planet Fitness, Inc. and subsidiaries as of March 31, 2026 and the related consolidated statements of operations, comprehensive income, cash flows and changes in equity for the three months ended March 31, 2026.

ITEM 22
CONTRACTS

Attached to this Disclosure Document as Exhibit "B" is our form of Nondisclosure & Non-Use Agreement.

Attached to this Disclosure Document as Exhibit "C" is our Franchise Agreement with Appendices (A) Ownership Addendum, (B) Guaranty of Franchisee's Obligations (C) Personal Covenants regarding Confidentiality and Non-competition, (D) Silent Investors, (E) Lease Provisions, (F) Area Development Agreement Addendum, and (G) 2026 Marketing Requirements.

Attached to this Disclosure Document as Exhibit "D" is our Acquisition Amendment to the Franchise Agreement.

Attached to this Disclosure Document as Exhibit "E" is our Successor Amendment to the Franchise Agreement.

Attached to this Disclosure Document as Exhibit "F" is our Conversion Amendment to the Franchise Agreement.

Attached to this Disclosure Document as Exhibit "G": is our Area Development Agreement with Exhibits (A) Map of Development Area, (B) Ownership Addendum, (C) Personal Covenants, and (D) Silent Investors.

Attached to this Disclosure Document as Exhibit "J" is our Form of Release Agreement.

Attached to this Disclosure Document as Exhibit "K-1" are the Equipment Terms described in Item 8.

Attached to this Disclosure Document as Exhibit "K-2" are the form Co-op Bylaws described in Item 11.

Attached to this Disclosure Document as Exhibit "K-3" are the POS Agreements described in Item 11.

Attached to this Disclosure Document as Exhibit "M" are certain State Addenda which may amend your Franchise Agreement or Area Development Agreement in certain states.

ITEM 23
RECEIPTS

The Receipts to be signed by all prospective franchisees are attached in duplicate to this Disclosure Document. You will sign and date one copy and give it to us at the time we present it to you. Your copy of the receipt is attached at the end of this Disclosure Document. This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

4914-7945-5402, v. 7

PLANET FITNESS

EXHIBIT “A”
TO THE DISCLOSURE DOCUMENT

LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

Exhibit A

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 651 Bannon Street, Suite 300 Sacramento, CA 95811 1-866-275-2677 (toll free) Ask.DFPI@dfpi.ca.gov (email)	Commissioner of Financial Protection and Innovation California Dept. of Financial Protection and Innovation 651 Bannon Street, Suite 300 Sacramento, CA 95811 1-866-275-2677 (toll free)
HAWAII	Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division King Kalakaua Building 335 Merchant Street, Rm. 205 Honolulu, HI 96813 808-586-2744	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division King Kalakaua Building 335 Merchant Street, Rm. 205 Honolulu, HI 96813
ILLINOIS	Office of the Attorney General Franchise Division 500 South Second Street Springfield, IL 62701 217-782-4465	Illinois Attorney General 500 South Second Street Springfield, IL 62706
INDIANA	Indiana Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 317-232-6681	Indiana Secretary of State 200 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Maryland Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 410-576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
MICHIGAN	Michigan Department of Attorney General Corporate Oversight Division Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, MI 48913 517-373-7117	Michigan Department of Attorney General Corporate Oversight Division Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, MI 48913
MINNESOTA	Minnesota Department of Commerce Registration and Licensing Division 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 651-539-1600	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8222	New York Secretary of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA	North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept 414 Bismarck, ND 58505 701-328-2910	Insurance Commissioner 600 East Boulevard Avenue, Dept 414 Bismarck, ND 58505
RHODE ISLAND	Rhode Island Department of Business Registration Securities Division 1511 Pontiac Avenue John O. Pastore Complex – Building 68-2 Cranston, RI 02920 401-222-3048	Director Rhode Island Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Center, Building 68-2 Cranston, RI 02920
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid Ave., Suite 104 Pierre, SD 57501 605-773-3563	Director of South Dakota Division of Insurance Securities Regulation 124 S. Euclid Ave., Suite 104 Pierre, South Dakota 57501
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 804-371-9051	Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division PO Box 41200 Olympia, WA 98504-1200 360-902-8760	Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501
WISCONSIN	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 608-261-9555	Administrator Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, WI 53705

PLANET FITNESS®

EXHIBIT “B”
TO THE DISCLOSURE DOCUMENT

NONDISCLOSURE & NON-USE AGREEMENT

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

1. In connection with the Purpose defined herein, you ("Receiving Party") will be provided with or learn certain non-public, confidential and/or proprietary information (the "Confidential Information", as further defined herein) belonging to Planet Fitness Franchising LLC and/or its parents, subsidiaries and affiliated entities (collectively, with their respective employees, officers, directors, managers, and members, "Planet Fitness"). By executing this Confidentiality and Nondisclosure Agreement (this "Agreement") you agree to abide by and be subject to its terms with regard to your use of all such Confidential Information.

2. As used herein, "Confidential Information" shall mean all information disclosed by or on behalf of Planet Fitness (including that of all subsidiaries and affiliates) including, without limitation, Planet Fitness' lists and other data, business volumes or usage, financial information and analyses, fee structure and other pricing information, information related to software, software documentation, manuals, formulas, trade secrets, security procedures, information concerning business plans or business strategy, presentations, proposals, and any and all information about Planet Fitness' customers and their affairs and all information received by Planet Fitness from any third party with any understanding, express or implied, that the information would not be disclosed, whether written or in machine-readable form, or disclosed orally or visually to Receiving Party, as well as all analyses, compilations, studies or other documents prepared by or at the direction of Receiving Party which contain or otherwise reflect such information. Confidential Information also includes (a) the existence of this Agreement and the fact that Confidential Information has been disclosed, (b) that you are or may be providing services to Planet Fitness in connection with the Purpose (as defined herein) or (c) any terms, conditions or other facts with respect to the Purpose, including the status thereof. Information will be deemed not to be Confidential Information if it (i) is already in your possession separate and apart from disclosure by Planet Fitness, (ii) becomes generally available in the public domain other than as a result of unauthorized disclosure by any person, or (iii) is acquired on a non-confidential basis from a third party not in breach of an obligation of secrecy to Planet Fitness.

3. By executing this Agreement, you agree to use the Confidential Information only for the purpose of evaluating a potential business relationship with Planet Fitness (the "Purpose") and not to disclose any Confidential Information to any person or entity except (i) to those of your directors, officers, managers, and employees necessary to accomplish the Purpose, or (ii) to others only with the prior written consent of Planet Fitness. You agree that prior to your disclosure of any Confidential Information to any person(s) permitted to receive it, you will inform such person(s) of the confidential nature of the Confidential Information and require such person(s) to agree to be bound by the terms of this Agreement as if a party hereto. You shall be responsible for any failure to comply with the terms of this Agreement by any person or entity to whom you disclose Confidential Information, and you must take all commercially reasonable measures to restrain all parties to whom you have disclosed Confidential Information from unauthorized disclosure or use of any Confidential Information. You must take all commercially reasonable measures to protect the Confidential Information from unauthorized access.

4. In the event that you or any person to whom you have disclosed Confidential Information become legally compelled by a judicial or legislative order of a governmental authority or court of competent jurisdiction to disclose any of the Confidential Information, you shall provide Planet Fitness with prompt prior written notice of such requirement so that Planet Fitness may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement and, upon Planet Fitness' request, you shall take all reasonable steps requested to assist Planet Fitness in contesting such request for disclosure. In the event that such protective order or other remedy is not obtained, or that Planet Fitness waives compliance with the provisions hereof, you agree to furnish only that portion of the Confidential Information which you are advised by counsel is legally required and to exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

5. You understand and acknowledge that Planet Fitness is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and shall have no liability to you or any other person resulting from your use of the Confidential Information.

6. All Confidential Information, and any Derivatives (defined below) thereof, whether created by Planet Fitness or Receiving Party, shall be the property of Planet Fitness and no license or other rights to Confidential Information or Derivatives is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which existing Confidential Information may be recast, transformed or adapted; (b) for patentable or patented Confidential Information, any improvement thereon; and (c) for Confidential Information protected by trade secret, any new material derived from such existing trade secret Confidential Information. Receiving Party hereby does and will assign to Planet Fitness all of Receiving Party's rights, title in interest and interest in and to the Derivatives.

7. In the event of your breach (either actual or threatened) of this Agreement, you agree that Planet Fitness shall be entitled to any and all remedies available, including injunctive and other equitable relief (without necessity of posting any bond or other security or proving special damages), and that you shall not oppose the grant of such relief. You further agree that you will indemnify, defend and hold harmless Planet Fitness with respect to any and all losses, damages, claims, costs and expenses resulting or arising from any failure by you or any party to whom you disclose Confidential Information to comply with the terms of this Agreement.

8. Receiving Party may only make such copies of written, recorded, or machine-readable Confidential Information as are necessary to accomplish the Purpose. All such Confidential Information, and all copies thereof, shall be held under the terms and provisions of this Agreement. Receiving Party agrees that, upon Planet Fitness' written request, Receiving Party shall promptly (and in no event later than 14 days thereafter) destroy or return to Planet Fitness all Confidential Information; provided, that Receiving Party may retain, in a secure location, a copy of such documents and records for purposes of defending any legal proceeding or as is required to be maintained in order to satisfy any law, rule, or regulation to which Receiving Party is subject. Destruction of materials will be confirmed by Receiving Party to Planet Fitness in writing. Notwithstanding the return or destruction of any Confidential Information, Receiving Party will continue to hold in confidence the contents of all Confidential Information, including, without limitation, any oral Confidential Information.

9. The Receiving Party acknowledges that it is aware that the Confidential Information may relate to publicly traded securities. The Receiving Party is aware of the restrictions imposed by applicable securities laws restricting trading in securities while in possession of material non-public information and on communication of such information when it is reasonably foreseeable that the recipient is likely to trade such securities, in reliance on such information. The Receiving Party agrees not to trade, either directly or through other persons or entities based on the Confidential Information in a manner that would violate the securities law of any applicable jurisdiction, including, without limitation, the United States securities laws.

10. Until five (5) years from the Effective Date of this Agreement (the "Confidentiality Period"), the Receiving Party shall hold in trust and confidence any and all Confidential Information received by it hereunder and shall not disclose such Confidential Information to anyone except pursuant to Section 3 above. During the Confidentiality Period and thereafter, the Receiving Party shall not use the Confidential Information for any purpose, except in connection with the Purpose or as otherwise specified in a separate written instrument executed by the parties hereto. Upon entry by the parties into a definitive franchise agreement or area development agreement, any Confidential Information disclosed under this Agreement shall also be deemed "Confidential Information" under the applicable definitive agreement.

11. It is further understood and agreed that no failure or delay by Planet Fitness in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain fully in effect.

12. This Agreement does not supersede or modify any prior written agreements previously entered into by and between the parties, and does not relieve the parties of their respective obligations under such prior agreements.

13. This Agreement is for the sole benefit of Planet Fitness, may be enforced directly by Planet Fitness, and shall be governed by and construed in accordance with the laws of the State of New Hampshire, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof. The sole and exclusive venue for any dispute or claim arising from this Agreement shall be the courts of the State of New Hampshire.

Accepted and agreed to by the Receiving Party as of the Effective Date set forth below:

Receiving Party: _____

Signature: _____

Print Name: _____

Address: _____

_____

Effective Date: _____

PLANET FITNESS®

EXHIBIT "C"
TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

PLANET FITNESS®

FRANCHISE AGREEMENT

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PLANET FITNESS®
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (as defined herein) by and between Planet Fitness Franchising LLC, a limited liability company formed under Delaware law, with its principal business address at 4 Liberty Lane West, Floor 2, Hampton, New Hampshire 03842 (referred to in this Agreement as "Franchisor", "we," "us" or "our"), and the Franchisee listed on the signature page hereto (referred to in this Agreement as "Franchisee", "you" or "your").

1. PREAMBLES, ACKNOWLEDGMENTS AND REPRESENTATION.

1.1 **PREAMBLES.** We and our Affiliates, as the result of the expenditure of time, skill, effort, and money, have developed, and continue to develop, a distinctive System relating to the development and operation of **PLANET FITNESS** fitness facilities ("**PLANET FITNESS** Businesses") identified by the Marks. We own the Marks and license them to franchisees. We grant franchises to persons who meet our qualifications and are willing to undertake the investment and effort required to own and operate a **PLANET FITNESS** Business offering the products and services we authorize and approve and utilizing our System and the Marks. You have indicated to us by your actions and statements that you desire a franchise to own and operate a **PLANET FITNESS** Business. This Agreement governs your ownership and operation of one (1) **PLANET FITNESS** Business.

1.2 **ACKNOWLEDGMENTS.** You acknowledge that you have read this Agreement and our Franchise Disclosure Document ("FDD") and 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 **PLANET FITNESS** Business and thereby to protect and preserve the goodwill of the Marks. You acknowledge that you have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that, like any other business, the nature of the business conducted by a **PLANET FITNESS** Business may evolve and change over time, that an investment in a **PLANET FITNESS** Business involves business risks and that your business abilities and efforts are vital to the success of the venture. Any information you acquire from other **PLANET FITNESS** franchisees or third party vendors relating to the sales, profits or cash flows of other **PLANET FITNESS** Businesses does not constitute information obtained from us, nor do we make any representation as to the accuracy of any such information. You acknowledge that, 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. You further acknowledge that we have advised you to seek franchise counsel to review and evaluate this Agreement.

1.3 **REPRESENTATION.** 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 neither you nor any of your Owners have made any misrepresentations or material omissions in obtaining the Franchise. You represent to us that your entry into this Agreement does not breach any agreement or other legal obligation of you or any of your Owners including, if applicable, the active area development agreement pursuant to which the BUSINESS is being developed (the "ADA"). We have approved of your purchase of the Franchise in reliance upon all of your representations. We reserve the right to terminate this Agreement, as provided in Article 15, if you made any material representation to us that was false or there were any material omissions in information provided to us in inducing us to enter into this Agreement with you. You agree to indemnify and hold us harmless for a breach of any representation in this Article 1.3, as provided in Article 18.4.

1.4 **CERTAIN DEFINITIONS.** The terms listed below have the meanings which follow them and include the plural as well as the singular. Other terms are defined elsewhere in this Agreement in the context in which they arise.

"ADA" - Defined in Article 1.3.

"Ad Fee" - Defined in Article 10.1.

"Ad Fee Change Notice" - Defined in Article 10.1.

"Adverse Action" – Defined in Article 18.6.

"Affiliate" - Any person that directly or indirectly owns or controls the referenced party, which is directly or indirectly owned or controlled by the referenced party, or which is under common control with the referenced party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through ownership of voting securities, by contract or otherwise.

"ALMP" - Defined in Article 10.2.

"Annual Membership Accounting Period" - Each yearly period for each membership of the BUSINESS.

"Annual Membership Billing Day(s)" – The day or days of the year that we designate that we or our authorized designee are authorized by you to withdraw via electronic funds transfer from the EFT Dues Draft, the Designated Account, or by such other means as we may designate or approve, all annual Royalty fees and other amounts then due to us under the terms of this Agreement.

"Approved Operator" – Defined in Article 2.3.

"Approved Supplier" - Any supplier, including us, an Affiliate of ours or an independent third party, whom we authorize to act as a supplier of services or goods to **PLANET FITNESS** Businesses.

"Black Card" – Our then-current black card membership in effect from time to time as described in the Operations Manual.

"Bona Fide Dispute" – A dispute that (a) we reasonably determine is in good faith and has an objective legal or factual basis, (b) you have notified the other party of in writing, and (c) is either the subject of (i) active settlement discussions and not more than ninety (90) days have passed since you notified the other party of the dispute or (ii) litigation or arbitration. If you do not provide us with sufficient information to evaluate whether a dispute meets the requirements of a Bona Fide Dispute, it will not be considered a Bona Fide Dispute.

"BUSINESS" - The **PLANET FITNESS** Business operated by you at the Location under the terms of this Agreement.

"Business Commencement Date" – The date on which the Location is first open to members for business, excluding pre-sale marketing and other similar pre-opening activities.

"Business Commencement Deadline" – Defined in Article 4.8.

"Business Day" - A day on which the banks are open for business, excluding Saturdays, Sundays and public holidays, in New York, New York.

"Business Information" – Defined in Article 8.2.

"Capital Modifications" – Defined in Article 9.2.

"Classic" – Our then-current classic membership in effect from time to time as described in the Operations Manual.

"Competitive Activities" – Defined in Article 16.6.

"Competitive Business" - Any business or other venture offering fitness or exercise services (other than as a non-material part of its offering), including, but not limited to, a health club, gym, physical fitness club, personal training studio, weight training or resistance training studio, or any business or other venture offering digital fitness classes, content, instruction or advice (other than a **PLANET FITNESS** Business). Notwithstanding the foregoing definition, the parties acknowledge and agree that a med-spa business is not a "Competitive Business."

"Confidential Information" - Defined in Article 8.1.

"Construction Development Plans" – Defined in Article 4.4.

"Controlling Interest" – (a) a direct or indirect ownership interest of fifty percent (50%) or more in you or (b) the power to, directly or indirectly, direct your affairs by reason of ownership of voting securities, by contract, or otherwise.

"Cooperatives" – Defined in Article 10.3.

"Data Event" – Defined in Article 9.14.

"Data Rules" – Defined in Article 9.14.

"December NAF Percentage" – Defined in Article 10.1.

"Designated Account" – Defined in Article 5.3.

"Designated Franchise Portal" – Our online portal or portals that provide information, resources, and support to **PLANET FITNESS** franchisees and their **PLANET FITNESS** Businesses.

"Development Compliance" – Defined in Article 15.7.

"Digital Pre-Sale" – Defined in Article 4.6.

"Diligence Request" – Defined in Article 13.8.

"Early Termination Fee" – Defined in Article 15.7.

"Effective Date" – The date that we enter into this Agreement as noted on the signature page.

"EFT" – The electronic transfer of funds (including without limitation from a credit card, debit card, or bank account) and payment by check or any other means (including without limitation any other current or future form of pre-authorized payment).

"EFT Dues Draft" - The total gross monthly and annual membership fees for the BUSINESS that are due and payable to you each month and annually, as applicable, by or on behalf of your members, regardless of the amount of membership fees you actually collect and exclusive of any federal, state or local tax deductions or offsets. For the avoidance of doubt, the EFT Dues Draft includes any payments by EFT or other means, made by or on behalf of members, including payments made by any third party on a member's behalf, for recurring membership dues or fees, with the exception of paid-in-full memberships, which are addressed separately in Article 9.11.

"Entity" – A corporation, partnership, limited liability company, or any other type of legal entity.

"Event of Default" – Defined in Article 15.2.

"Excluded Affiliates" - Affiliates, parents, and subsidiaries with ultimate owners that are not part of your ownership structure and will not receive any consideration or value from the transaction out of which the General Release arises.

"FDD" – Franchise Disclosure Document.

"Force Majeure Event" – Defined in Article 19.5.

"Franchise" – Defined in Article 3.1.

"Franchise Group" – All **PLANET FITNESS** Businesses under common control with each other, which shall include **PLANET FITNESS** Businesses with different non-controlling ownership.

"Franchisee Executive" – Each officer, director or executive-level employee of you or your Affiliates (who is not an Owner) with access to Confidential Information and a material role in the management or operation of the BUSINESS.

"General Release" – A general release on behalf of Franchisee, its Affiliates, parents, and subsidiaries (other than Excluded Affiliates), and the officers, directors, legal representatives, shareholders, partners, and employees of all such entities, of any and all claims against Franchisor, its Affiliates, parents, and subsidiaries, and the officers, directors, legal representatives, shareholders, partners, and employees of all such entities in both their corporate and individual capacities. A General Release shall be in the form prescribed by Franchisor.

"Grand Opening Marketing Plan" - Defined in Article 10.2.

"High-Use Club" – A **PLANET FITNESS** Business in the highest fifteen percent (15%) of **PLANET FITNESS** Businesses, as determined by the Usage Calculations.

"Immediate Family" - Spouse, parents (including step parents), siblings (including half siblings), and children (including step children), whether natural or adopted.

"Indemnified Parties" – Defined in Article 18.4.

"Initial Franchise Fee" – Defined in Article 5.1.

"Initial Training" – Defined in Article 6.1.

"Internet" - All communications between computers and between computers and television, telephone, facsimile and similar communications devices, including the World Wide Web, proprietary online services, e-mail, news groups and electronic bulletin boards, including but not limited to all forms of social media.

"Internet Account" – A domain name, social media account or other account on the Internet, mobile application, social media or social networking site, profile, hashtag or username used or established in connection with the BUSINESS or that contains any of the Marks, regardless of whether such account was registered or set-up prior to, or in compliance with, this Agreement.

"Internet Platform" – Defined in Article 16.4.

"Join Fee" – Defined in Article 5.7.

"LAF" - Local Advertising Funds, as defined in Article 10.2.

"Late Development Fees" – Defined in Article 4.8.

"Late Development Fee Commencement Date" - Defined in Article 4.8.

"Late Nonrenewal Fee" – Defined in Article 14.3.

"Lease" - Lease, sublease, lease renewal, purchase contract, or modification to any of the foregoing for the Location.

"Lease Addendum" – Defined in Article 4.2.

"Lists" – Defined in Article 19.17.

"Location" - _____. If no site is accepted by us at the time this Agreement is signed, this Agreement will be updated and amended when a location has been designated by you and accepted by us in writing (which may include e-mail or other electronic means). If the address for the Location changes due to the designation of a new address for or renumbering of the premises, without any change to the physical location of the premises, you may update the address of the Location by providing written notice to us. Such notice may be delivered by electronic transmission, without subsequent physical delivery, provided that we confirm receipt. You consent to our modification of this Agreement for this purpose.

"Low-Use Club" – A **PLANET FITNESS** Business in the lowest fifteen percent (15%) of **PLANET FITNESS** Businesses, as determined by the Usage Calculations.

"Marks" - The current and future tradenames, trademarks, service marks and trade dress used to identify the services and/or products offered by **PLANET FITNESS** Businesses, including the mark "**PLANET FITNESS**" and the distinctive building design and color scheme of **PLANET FITNESS** Businesses.

"Marketing Plan Items" – Your proposed marketing tactical mix, and associated tactic quantities (including timing, gross rating points, impressions and number of pieces), targeting, promotional calendar, marketing budget, general campaign descriptions, samples of creative concepts, slogans/taglines to be used, and such other information as we may reasonably require from time to time.

"Material Offense" – Defined in Article 15.2.

"Medium-Use Club" – A **PLANET FITNESS** Business in the middle seventy percent (70%) of **PLANET FITNESS** Businesses, as determined by the Usage Calculations.

"Methods of Operation" - Mandatory and suggested specifications, standards, operating procedures and rules, including, but not limited to, those set forth in the Operations Manual, that we prescribe from time to time for the operation of a **PLANET FITNESS** Business and any other information we provide to you during the Term of the Agreement relating to your operation of the BUSINESS or to any other of your obligations under this Agreement and related agreements.

"Monthly EFT" – The total gross monthly membership fees for the BUSINESS that are due and payable to you each month, by or on behalf of your members through authorized EFT withdrawals.

"Monthly Membership Accounting Period" - Each monthly period during the Term of the Agreement.

"Monthly Membership Billing Day(s)" - The day or days each calendar month that we designate that we or our authorized designee are authorized by you to withdraw via electronic funds transfer from the EFT Dues Draft, the Designated Account, or by such other means as we may authorize and approve, all monthly Royalty fees and other amounts then due to us under the terms of this Agreement.

"NAF" - Our National Advertising Fund, as defined in Article 10.1.

"NAF Contribution" – Defined in Article 5.8.

"NAF Percentage" – Defined in Article 10.1.

"Notice of Default" – Defined in Article 15.3.

"Notification Date" – Defined in Article 16.13.

"Offer" – Defined in Article 13.7.

"Operations Manual" – The compilation of the confidential **PLANET FITNESS** Methods of Operation, which may include, without limitation, any information, documents and materials that describe our mandatory and suggested standards, specifications, marketing strategies and policies, and operating procedures relating to the development and operation of **PLANET FITNESS** Businesses and your obligations under this Agreement and related agreements, as well as all other written materials, documents or information that we designate as a Method of Operation or specifically as part of the Operations Manual. The term "Operations Manual" also includes alternative or supplemental means of communicating such information by other media which specifically reference that they are to be considered part of the Operations Manual including, but not limited to, bulletins, newsletters, emails, audio and video files, and other similar items posted on the Designated Franchise Portal. The Operations Manual (and each component thereof) constitutes a confidential trade secret and will remain our property.

"Overdue Payment" - A payment to us, our Affiliate, any vendor or landlord, or another third party we deem material to the operation of the BUSINESS that is more than thirty (30) days past due and not subject to a Bona Fide Dispute.

"Owner" – Each person that has any direct or indirect legal or beneficial ownership interest in you, if you are an Entity. If the Franchisee is one or more individuals, each individual is an Owner. Your Owner(s) is/are identified on Appendix A to this Agreement.

"Ownership Group" - Defined in Article 2.4.

"Payment Network" - Any credit card, debit card or other payment network and their duly authorized administrators (including NACHA), agents or Affiliates.

"Payment Processors" - All credit card, debit card, ACH or other payment processors whose services we may require you to utilize, as well as payment gateway service providers.

"Payment Rules" - The rules and regulations of Payment Processors and any applicable Payment Network, as in effect from time to time.

"Permanent Disability" – A mental or physical disability, impairment or condition that is expected to prevent or actually does prevent you, your Responsible Owner, or an Owner of a Controlling Interest in you from managing and operating the BUSINESS for a period of at least three (3) months from the onset of such disability, impairment or condition.

"Person" or "person" - Any natural person, Entity, unincorporated association, trust, cooperative or other functional entity.

"Personal Data" – The personal information of customers or prospective customers of the BUSINESS.

"Personnel" - All persons employed or otherwise retained by you, directly or indirectly, in connection with the development, management or operation of your BUSINESS.

"Physical Pre-Sale" – Defined in Article 4.6.

"**PLANET FITNESS** Business" – Defined in Article 1.1.

"POS" – Point of Sale, as defined in Article 4.5.

"Pre-Sale" - Defined in Article 4.6.

"Pre-Sale Marketing Plan" - Defined in Article 10.2.

"Pre-Sale/Grand Opening Marketing Expense" - Defined in Article 10.2.

"Pre-Sale/Grand Opening Marketing Period" - Defined in Article 10.2.

"Pre-Sale/Grand Opening Marketing Plan" - Defined in Article 10.2.

"Purchase Notice" – Defined in Article 16.13.

"Relocation" – The moving of the Location for the BUSINESS and development of a new **PLANET FITNESS** Business in close proximity at a new location, accepted by us in advance in writing, and the transfer of substantially all members from the BUSINESS to the new **PLANET FITNESS** Business. A Relocation may include a consolidation of two **PLANET FITNESS** Businesses operated by you for business reasons if approved by us in our sole discretion.

"Relocation Marketing Plan" – Defined in Article 10.2.

"Relocation Period" – Defined in Article 10.2.

"Remedy Notice" – Defined in Article 15.5.

"Reserved Area" - Defined in Article 4.3.

"Responsible Owner" - Defined in Article 2.3.

"ROFR Notice" – Defined in Article 13.8.

"ROFR Period" – Defined in Article 13.8.

"Royalty" - Defined in Article 5.2.

"Sale Materials" – Defined in Article 13.8.

"Silent Investor" - All individuals and/or entities identified in Appendix D.

"Special Marketing Program Fee" – Defined in Article 10.4.

"System" - The business methods, designs and arrangements for developing and operating **PLANET FITNESS** Businesses, which include the Marks, Methods of Operation, trade dress, image, design elements and layouts, equipment counts and mix, training, and certain operating and business standards and policies, including any copyright in any of the foregoing, all of which we may improve, further develop or otherwise modify from time to time.

"System Data" – Defined in Article 11.4.

"Telephone Companies" – Defined in Article 16.4.

"Telephone Numbers" – Defined in Article 16.4.

"Tender Date" - Defined in Article 4.8.

"Term" – Defined in Article 3.1.

"Third-Party Transfer" – A proposed Transfer to any party that is not one of your Owners or an Entity solely owned by one or more of your Owners. In addition, the following Transfers are not considered Third-Party Transfers: (i) a Transfer to an Entity that is controlled by one or more of your Owners solely for estate planning purposes or (ii) a Transfer to an Immediate Family member of one of your Owners of a non-Controlling Interest in you, which is not one of a series of proposed Transfers which, in the aggregate, would constitute or result in the transfer of a Controlling Interest in you.

"Total Net Membership Revenues" - The total receipts from all membership fees that are received by you. Total Net Membership Revenues does not include the fair market value of goods delivered and services rendered to you or others in consideration for activity, goods or services delivered by Franchisee (and/or an Affiliate) nor does it include sales taxes charged to customers.

"Transfer" - The voluntary, involuntary, direct or indirect sale, assignment, transfer, license, sublicense, sublease, collateral assignment, grant of a security, collateral or conditional interest, encumbrance, inter-vivos transfer, testamentary disposition or other disposition of this Agreement, any interest in or right under this Agreement, or any form of ownership interest in you or the assets, revenues or income of your BUSINESS (excluding sales of products and services and payments made in the ordinary course of business) including, but not limited to: (1) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of, or a partnership or membership interest in, you or of any interest convertible to or exchangeable for capital stock of, or a partnership or membership interest in, you; (2) any merger or consolidation between you and another Entity, whether or not you are the surviving Entity; (3) any transfer in, or as a result of, a divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law; (4) any transfer upon your death or the death of any of your Owners by will, declaration of or transfer in trust or under the laws of intestate succession; or (5) any foreclosure upon your BUSINESS or the transfer, surrender or loss by you of possession, control or management of your BUSINESS.

"Usage Calculations" – The calculations, as we may reasonably specify from time to time, after consulting with the recognized franchisee association (or the appropriate subcommittee thereof), for determining Low-Use Clubs, Medium-Use Clubs and High-Use Clubs, with reference to mature **PLANET FITNESS** businesses in the United States. As of the Effective Date, the usage calculations are based on monthly membership fees scaled by usable square footage of the businesses.

"Vendor Revenue" – Defined in Article 5.8.

"Voting Procedures" - The procedures for certain approval votes hereunder. Voting will be accomplished on a per Franchise Group basis. Each Franchise Group will be afforded the opportunity to cast one (1) vote. Such vote will be attributed to all of its **PLANET FITNESS** Businesses that are currently open under their franchise agreements and multiplied by the number of such businesses

owned by the Franchise Group. The Voting Procedures may be further detailed in the Operations Manual.

2. YOUR ORGANIZATION AND MANAGEMENT.

2.1 ORGANIZATIONAL DOCUMENTS. If you are, or at any time become an Entity, you represent and warrant, that:

(1) you are duly organized and validly existing under the laws of the state of your organization, and, if a foreign Entity, you are duly qualified to transact business in the state in which your BUSINESS is located;

(2) you have the authority to execute and deliver this Agreement (including, without limitation, the ownership information contained in Appendix A hereto) and to perform your obligations hereunder and all persons executing this Agreement on behalf of you and your Affiliates are duly authorized to do so;

(3) your activities are restricted to those necessary solely for the development, ownership and operation of a **PLANET FITNESS** Business in accordance with this Agreement and in accordance with any other agreements entered into with us or any of our Affiliates;

(4) you shall, within five (5) Business Days of our request, provide us with copies of the articles or certificate of incorporation, partnership agreement or other organizational documents and such documents recite that the issuance, transfer or pledge of any direct or indirect legal or beneficial ownership interest is restricted by the terms of this Agreement;

(5) if and to the extent reasonably enforceable under applicable law, each of your Owners, except for any Silent Investors, and your Approved Operator has executed an agreement with you, of which we are a party or a third-party beneficiary and may independently enforce, providing that, for so long as each such person is an Owner or Approved Operator, and for at least two (2) years after the Transfer of each such Owner's ownership interests or the termination of such person's role with you (as applicable and with such time period to be tolled by any violation thereof), such person will not, either directly or indirectly, compete with you and your Affiliates. You have exercised reasonable efforts to sign such an agreement, subject to applicable law, with your Franchisee Executives; and

(6) all certificates representing direct or indirect legal or beneficial ownership interests in you now or hereafter issued bear a legend in conformity with applicable law reciting or referring to the applicable restrictions on your activities, the competitive activities of your Owners, and the issuance, transfer or pledge of ownership interests in you.

2.2 DISCLOSURE OF OWNERSHIP INTERESTS; GUARANTY. You represent and warrant that the attached Appendix A and Appendix D (if applicable) are current, complete and accurate as of the Effective Date, in accordance with your internal governing documents (if you are an Entity) and any agreements among you, your Affiliates and/or your Owners. We do not have any responsibility to review such documents or agreements. We shall have no responsibility, liability or obligation related to any person having or claiming to have a right to any particular ownership interest in you. You shall indemnify and hold us harmless from any claims related to such matters. You agree that, subject to Article 13 requirements regarding proposed Transfers, any proposed updates to Appendix A and Appendix D will be furnished promptly to us, so that Appendix A and Appendix D (each as so amended) are at all times current, complete and accurate. If (a) an Affiliate Entity that we approve in our reasonable discretion maintains a majority interest in at least five (5) **PLANET FITNESS** Businesses which are open and operating; or (b) an Affiliate Entity that we approve in our reasonable discretion has a majority interest in **PLANET FITNESS** Businesses which collectively have maintained annual EFT revenues for at least two (2) consecutive years of at least One Million Two

Hundred Thousand U.S. Dollars ($1,200,000); such approved Affiliate Entity may sign Appendix B to this Agreement (Guaranty of Franchisee's Obligations) in lieu of your Owners. Otherwise, each person who is or becomes an Owner of ten percent (10%) or more of an interest in you must sign Appendix B to this Agreement (Guaranty of Franchisee's Obligations) undertaking to be bound jointly and severally by the terms of this Agreement. Each person who is or becomes an Owner, with the exception of Silent Investors, must execute an agreement in the form we prescribe, undertaking to be bound by the confidentiality and non-competition covenants contained in this Agreement, the current form of which as of the Effective Date is attached hereto as Appendix C. You will exercise reasonable efforts, subject to applicable law, to cause any person who becomes a Franchisee Executive to promptly sign either (i) Appendix C or (ii) another confidentiality and non-competition agreement in form and substance reasonably acceptable to us. In addition, if you have one or more Silent Investors, each Silent Investor must be listed on Appendix D, which is hereby incorporated by reference.

2.3 **RESPONSIBLE OWNER/MANAGEMENT OF BUSINESS.** If you are, or at any time become, an Entity, you must designate in Appendix A as the "Responsible Owner" an individual approved by us in writing. Your Responsible Owner must be an Owner and must have the authority to, and must, in fact, actively direct your business affairs related to the BUSINESS. You represent and warrant that your Responsible Owner is the individual to whom we should provide notice under this Agreement, and, when signing on your behalf, has the authority to legally bind you with respect to all contracts, agreements and arrangements related to the BUSINESS. Your Responsible Owner must have completed to our satisfaction within the time period we specify our training program. You may request our approval of an operator that has completed our training program to our satisfaction (an "Approved Operator") to whom you may delegate your obligations to develop and operate your BUSINESS. Such a request must be made in writing, and you must cooperate with us and provide all information we reasonably request to approve or reject the proposed individual. Such approval or rejection shall be within our sole discretion. If we approve an Approved Operator, you consent to our amendment of Appendix A to include that individual, and you shall, as a condition to our approval, cause the Approved Operator to sign Appendix C (Owner's Personal Covenants Regarding Confidentiality and Non-Competition). **WE SHALL HAVE NO RESPONSIBILITY, LIABILITY OR OBLIGATION ARISING FROM ANY ARRANGEMENT OR AGREEMENT (INCLUDING, BUT NOT LIMITED TO, EMPLOYMENT AND EQUITY COMPENSATION ARRANGEMENTS) BETWEEN YOU, ANY OF YOUR OWNERS AND/OR YOUR APPROVED OPERATOR. YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS WITH RESPECT THERETO.** You must notify us of any proposed change of the Responsible Owner or Approved Operator and receive our written approval prior to such change. If we approve the proposed change, you consent to our amendment of Appendix A to reflect it and you shall, as a condition to our approval, cause the new Responsible Owner or Approved Operator to sign Appendix C. You and your Approved Operator (or if there is no Approved Operator, the Responsible Owner) shall exert your and their full-time best efforts to the development and operation of your BUSINESS and, if applicable, other **PLANET FITNESS** Businesses you own; and may not, without our prior written approval, engage in any other business or activity, directly or indirectly, which requires you or such individual to have substantial management responsibility or substantial time commitments or otherwise may conflict with your obligations hereunder. Your BUSINESS at all times must be managed by you (or your Responsible Owner or Approved Operator) or by an on-site general or assistant manager or a shift supervisor who has completed the appropriate training programs.

2.4 **OWNERSHIP GROUP.** If you are entering into this Agreement pursuant to an ADA, you represent and warrant that the Ownership Group (as defined in the ADA) or a subset thereof has, directly or indirectly, 51% or more ownership interest in you, and voting control over you. Furthermore, you acknowledge and agree that we have the right to approve, in advance, your ownership structure.

3. GRANT OF RIGHTS.

3.1 **GRANT OF FRANCHISE.** Subject to the terms of and upon the conditions contained in this Agreement, we hereby grant you a franchise (the "Franchise") to develop and operate a **PLANET FITNESS** Business solely at the Location, and a license to use the Marks and the System in the operation thereof, for a term commencing on the Effective Date and expiring on the twelfth (12^{th}) anniversary of the Business Commencement Date (the "Term") unless sooner terminated in accordance with Article 15 hereof. Upon your written request to us received no later than three (3) months after the Business Commencement Date in substance acceptable to us on the form made available to you, we will, in our reasonable discretion, agree to grant you in writing an extension of the Term of up to one (1) year, or a reduction of the Term of up to two (2) years, to match the expiration of your lease term. This Agreement grants to you a "site only" franchise for a single **PLANET FITNESS** Business, which means that you receive no protected, territorial or other rights beyond the physical premises of the Location. If you or your Affiliate signs an ADA with us, you will receive limited protection from competition in a specified geographic area, as outlined in the ADA. Otherwise, we and our Affiliates have the unlimited right to compete with you and license others to compete with you. You may not operate the BUSINESS from any site other than the Location without our prior written consent. In the event of an approved Relocation, the Term shall remain unaffected. You shall operate your BUSINESS throughout the Term, except as otherwise specifically provided for herein.

3.2 **OUR RESERVATION OF RIGHTS.** Except as otherwise expressly provided in this Agreement (and, if applicable, in an ADA if an ADA includes the Location within its Development Area), we and our Affiliates (and our and their respective licensees, successors and assigns, by purchase, merger, consolidation or otherwise) retain all of our rights with respect to the Marks, the System and **PLANET FITNESS** Businesses anywhere in the world, and the right to engage in any business whatsoever, including the right to:

(1) operate, and grant to others the right to operate, **PLANET FITNESS** Businesses at such locations and on such terms and conditions as we deem appropriate;

(2) offer to sell, or sell and distribute, any products or services under any tradenames, trademarks, service marks or trade dress, including the Marks, through any distribution channels or methods, which may include, without limitation, retail stores, wholesale, and the Internet (or any other existing or future form of electronic commerce);

(3) operate, and grant to others the right to operate, fitness facilities, gyms, health related establishments, and any other business(es) whatsoever identified by tradenames, trademarks, service marks or trade dress, other than the Marks, pursuant to such terms and conditions as we deem appropriate which may include locations in close proximity to the Location;

(4) develop or become associated with other concepts (including dual branding or other franchise systems), whether or not using the **PLANET FITNESS** System, brand or Marks, and award franchises under these other concepts for locations anywhere;

(5) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere or business conducted anywhere. These transactions may include arrangements involving competing businesses or outlets and dual branding or brand conversions. You must participate at your expense in any conversion as instructed by us; and

(6) enter into agreements or arrangements with other companies or organizations by which we offer memberships or other products and services to the personnel, customers or members of such companies or organizations on commercially reasonable terms. Such terms may include fees, pricing structures and reimbursement arrangements (including, but not limited

to, an administrative fee collected by us) that may be different from our then-current membership offerings. You must participate in and honor the terms of such partnerships upon being notified thereof. We will consult with the recognized franchisee association (or the appropriate subcommittee thereof) on the structure of such partnerships.

4. LOCATION SELECTION, LEASE OR PURCHASE OF LOCATION AND LOCATION DEVELOPMENT.

4.1 **LOCATION SELECTION AND ACCEPTANCE.** You acknowledge that it is your responsibility (with or without our assistance) to find and submit to us for our acceptance a site for your BUSINESS, if no Location has been accepted by us at the time this Agreement is signed. You acknowledge and agree that our acceptance of the Location, and any information regarding the Location communicated to you regarding our standard site selection criteria for **PLANET FITNESS** Businesses, do not constitute an endorsement or representation or warranty of any kind, express or implied, as to the suitability of the Location for a **PLANET FITNESS** Business or for any other purpose. Our acceptance of the Location indicates only that we believe that the Location falls within the acceptable criteria for locations that have been established as of the time of our acceptance of the Location. You acknowledge and agree that your selection of the Location is based on your own independent investigation of the suitability of the Location. We do not endorse any predictive analysis as to the potential viability, success or financial performance of the Location nor do we make any representation or warranty as to the accuracy of any such predictive analysis or the accuracy of any underlying information on which such predictive analysis may be based. We have the right to grant or withhold acceptance of any proposed location in our business judgment.

4.2 **PURCHASE OR LEASE OF THE LOCATION.** You must lease, sublease or purchase the Location within six (6) months after signing this Agreement. Your failure to lease, sublease or purchase the Location within the applicable timeframe constitutes an Event of Default under Article 15.2 hereof and may result in the termination of this Agreement and loss of your non-refundable Initial Franchise Fee. We have the right, but not the obligation, to review the terms of any Lease, and you agree to deliver a copy of any Lease to us for our review before you sign it. You agree that any Lease must, in form and substance, be satisfactory to us, must include those lease provisions we may require at that time (our current provisions are attached at Appendix E (Lease Provisions) (the "Lease Addendum") and may not include a radius restriction. You hereby irrevocably appoint and designate us as your attorney with full power and authority to execute and deliver any documents necessary to exercise any right of yours that we are permitted to exercise pursuant to the Lease Addendum or effecting any assignment or assumption of your interest in the Lease pursuant to the Lease Addendum. You may not execute a Lease without our prior written acceptance. Our acceptance of the Lease does not constitute a warranty or representation of any kind, express or implied, as to its fairness or suitability or as to your ability to comply with its terms. We do not, by virtue of accepting the terms of the Lease, assume any liability or responsibility to you or to any third parties. Such acceptance indicates only that we believe that the Location and certain terms of the Lease fall within the acceptable criteria we have established as of the time of our acceptance. You further acknowledge that we have advised you to seek legal counsel to review and evaluate the Lease. You must deliver a copy of the fully signed Lease to us within five (5) days after its execution. You may not subsequently amend the Lease without our prior written consent to: (a) shorten its term such that it expires prior to expiration of the Term; or (b) provide the landlord with the right to terminate the Lease without cause prior to the expiration of the Term. For the avoidance of doubt, the requirements of this Article 4.2 apply to you even if the Location is owned by your Affiliate.

4.3 **RESERVED AREA OF THE LOCATION.** You acknowledge and agree that, at any time during the Term of the Agreement and upon our reasonable written request, you must lease or sublease to us, our Affiliate, or our designee, at the then-current fair market rate in your geographic area for like-leased real estate space, a portion of the total square footage of the Location that shall not exceed ten (10%) percent of the total square footage of the Location (the "Reserved Area"). You acknowledge and agree that we, our Affiliate, or our designee may use the Reserved Area in any reasonable manner we deem to be appropriate, provided however, that our, our Affiliate's, or our

designee's use of the Reserved Area shall not materially alter your fundamental rights under this Agreement. Further, you acknowledge and agree that we or our Affiliate have the unrestricted right to sublease the Reserved Area to a third-party designee. You acknowledge and agree that any lease or sublease for the Location must reference, in form and substance satisfactory to us, our right to sublease the Reserved Area. Notwithstanding anything contained herein to the contrary: (a) we will pay you the pro rata portion of the actual rental amount paid by you to the landlord under the master lease (or the pro rata portion of the mortgage payment paid by you, as applicable) for the space that we actually occupy; and (b) in no event will the Reserved Area be used to offer, sell or provide personal training services. If we ever exercise our rights pursuant to this Article 4.3, you and we agree to (a) use your and our best reasonable commercial efforts to agree on a location that will fulfill both our business interests in exercising our rights under this Article 4.3, and your interests as owners and operators of the Location; (b) negotiate and reach a reasonable arrangement to share in the revenues generated from our use, or our designee's use, of the Reserved Area; and (c) indemnify you from any losses or damages arising from our use, or our designee's use, of the Reserved Area to the extent that such loss or damage is caused by such use. Except as set forth in this Article 4.3, you may not use, or allow any other party to use, any part of the BUSINESS for any purpose other than your operation of a **PLANET FITNESS** Business in compliance with this Agreement.

4.4 LOCATION DEVELOPMENT.

(1) *Design.* You are solely responsible for developing the BUSINESS, for all expenses associated with it, for any financing you may require in connection with such development, and for compliance with the requirements of any applicable federal, state or local law, code or regulation, including those concerning the Americans with Disabilities Act or similar rules governing public accommodations for persons with disabilities. We will furnish you with mandatory specifications and layouts for a **PLANET FITNESS** Business including, but not limited to, requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings and color scheme. The mandatory specifications and layouts we provide will not contain the requirements of any federal, state or local laws, codes or regulations. You are obligated to have prepared, at your expense, all required construction plans and specifications to suit the shape and dimensions of the Location and to ensure that such plans and specifications comply with all applicable federal, state or local laws, codes, regulations, ordinances, building codes and permit requirements and with lease requirements and restrictions. You acknowledge that design quality is important to developing a **PLANET FITNESS** Business in accordance with our then-current standards. We reserve the right to require that you use our (a) designated third party project management company to prepare all project management plans for the BUSINESS, and (b) designated architect(s) to prepare all architectural plans and drawings (together with project management plans, "Construction Development Plans") for the BUSINESS. You must submit all Construction Development Plans, including design specifications, to us and receive our prior, written acceptance before starting to develop the Location. In the event that you do not use a designated architect to prepare all architectural plans and drawings for the BUSINESS, we may reject such plans and/or require you to pay us a Construction Development Plan review fee of Five Thousand U.S. Dollars ($5,000) at the time you submit your initial set of architectural plans or drawings to us. If the Construction Development Plans do not materially comply with our specifications, we reserve the right to reject such plans and, if your resubmitted plans still do not materially comply with our specifications, we may require you to pay us a fee of Five Thousand U.S. Dollars ($5,000) to review your resubmitted plans, due at the time of your resubmission. At our request, you must submit all revised or "as built" plans and specifications. Our review and acceptance of your Construction Development Plans is not designed to assess feasibility, suitability or compliance with federal, state or local laws and regulations, including the Americans with Disabilities Act, as compliance with such laws is your sole responsibility. All development and any signage must be in accordance with the Construction Development Plans and specifications we have accepted and must comply with all applicable laws, ordinances,

local rules and regulations. We will furnish such guidance to you in developing the Location as we deem appropriate. We do not, by accepting your Construction Development Plans or specifications or inspecting the Location, assume any liability or responsibility to you or to any third parties. Such acceptance and inspections shall be solely for the purpose of assuring compliance with our standards and Methods of Operation and shall not be construed as any express or implied representation or warranty as to feasibility or suitability or that your BUSINESS complies with any applicable laws, codes or regulations (including the Americans with Disabilities Act or any other federal, state, or local law or ordinance regulating standards for the access to, use of, or modifications of buildings for use by persons whose disabilities are protected by law) or that the construction thereof is sound or free from defects. All prototype and modified Construction Development Plans and specifications for your BUSINESS remain our sole and exclusive property, and you may claim no interest therein, and you irrevocably assign to us all of your right, title and interest, if any, in and to all such Construction Development Plans, together with all related intellectual property rights.

(2) *Construction.* You must start construction of your BUSINESS within one hundred twenty (120) days after you have leased, subleased or acquired the Location, unless a longer period of time is approved in writing by us. You must engage a general contractor acceptable to us. You must procure all applicable construction insurance in amounts and coverages acceptable to us. Prior to starting construction, you must provide us with a final construction schedule, with a reasonable level of detail, from your general contractor. You must complete construction of your BUSINESS within one hundred and twenty (120) days after the start of construction, provided, however, that if you demonstrate to us that you are working in good faith and earnestly toward this end, we may grant you an extension beyond the applicable timeframe described above. You must provide us with weekly progress reports during construction in a format acceptable to us. We have the right to visit and inspect the site during the construction phase. Such visits shall be at our expense, except for site evaluation visits made upon your request, which shall be at your expense, in which case, you shall reimburse us for our expenses for each visit we make at your request, including the costs of travel, lodging and food incurred in connection with the site evaluation. The requirement to complete construction of your BUSINESS includes obtaining all required construction and occupancy licenses and permits, developing the Location (including all outdoor features and landscaping of the Location, if applicable), installing all required fixtures, furnishings, equipment and signs, and doing all other things as may be required pursuant to this Agreement or by practical necessity to have your Location ready to open for business.

(3) *Payments.* You shall pay or cause the payment of all undisputed amounts owing to contractors, subcontractors and other suppliers in connection with the construction of your BUSINESS. In the event we receive notice of a mechanic's lien on the BUSINESS which relates to an amount due that is more than forty-five (45) days past due, we may, after providing you with fourteen (14) days' prior written notice, and provided that you have not notified us within this fourteen (14) day period that you in good faith are disputing that such amount is due and owing to the supplier, make payment on your behalf of any such overdue amount to the supplier. You agree that any such overdue amount that we pay on your behalf shall be owed to us, shall be promptly paid to us by you and shall be collectible by us on demand as described in Article 5.9 hereof.

4.5 **FIXTURES, FURNISHINGS, EQUIPMENT AND SIGNS.** Prior to your commencement of operations of your BUSINESS, we will give you lists of the start-up inventory, furniture, fixtures, software, equipment and supplies we require you to obtain prior to commencing operations hereunder. You agree to use in developing and operating the BUSINESS only those fixtures, furnishings, equipment (including point of sale ("POS") systems, and/or billing systems, multi-function printers and computer hardware and software), signs and other items that we have approved for **PLANET FITNESS** Businesses as meeting our specifications and standards. You agree to

purchase or lease approved brands, types or models of fixtures, furnishings, equipment, signs and other items we specify only from suppliers we have designated or approved (which may include or be limited to us and/or our Affiliates). We may, in our sole discretion, permit you to use other suppliers and require you to pay for a subsequent assessment to verify compliance with our standards. You agree to place or display at the Location (interior and exterior) only such signs, emblems, lettering, logos and display materials that we have approved. You will submit all proposed exterior signage and any proposed alterations to the exterior of the BUSINESS for our pre-approval. It will be your responsibility to assess the compliance of such approved signage or other alterations with federal, state, or local laws or regulations and to obtain any certificates, permits and licenses required to place or display them. You agree, at your own expense and subject to Article 9.3, to upgrade all equipment, furnishings, fixtures, signs, POS systems, billing systems, computer hardware and software, as necessary, in order to bring the BUSINESS into compliance with our mandatory Methods of Operation.

4.6 **MEMBERSHIP PRE-SALE.** In conjunction with your pre-sale and grand opening marketing described in Article 10.2(1), you agree to begin selling memberships at a physical location ("Physical Pre-Sale"), unless we otherwise approve, at least forty-five (45) days immediately preceding your intended Business Commencement Date. You must begin selling memberships online ("Digital Pre-Sale" and together, with Physical Pre-Sale, "Pre-Sale"), unless we otherwise approve, on the earlier of (a) at least fifteen (15) days prior to the Physical Pre-Sale or (b) up to seventy-five (75) days prior to your intended Business Commencement Date such that the Digital Pre-Sale period includes a national sale (not a flash sale). You may not begin Pre-Sale until (1) we have approved your Pre-Sale Marketing Plan and (2) you have complied with your obligations under this Agreement and under our Methods of Operation that are required to be completed prior to Pre-Sale, including, but not limited to, training requirements and development of the BUSINESS in accordance with our specifications and standards. Your Pre-Sale must be conducted in accordance with the Pre-Sale requirements in our Operations Manual.

4.7 **BUSINESS COMMENCEMENT.** You agree not to commence operation of the BUSINESS until:

(1) we approve the BUSINESS as developed in accordance with our specifications and standards;

(2) preopening training has been completed by you, your Responsible Owner, your Approved Operator, and/or your employees to our satisfaction as provided in Article 6.1;

(3) you have given us a copy of your Lease, which includes Appendix E hereof and has been accepted in advance in writing by us;

(4) the Initial Franchise Fee and all other amounts then due to us have been paid;

(5) you have established your Designated Account (as defined below);

(6) you have conducted Pre-Sale for the minimum time period set forth in Article 4.6 hereof, unless we otherwise approve, and have complied in all material respects with your approved Pre-Sale Marketing Plan and the Pre-Sale requirements in our Operations Manual;

(7) we have approved your Grand Opening Marketing Plan;

(8) we have been furnished with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as we request or accept; and

(9) you have obtained all required permits, licenses and certifications for operating the BUSINESS, and the Location is in compliance with all applicable laws, rules and regulations.

4.8 BUSINESS COMMENCEMENT DEADLINE.

(1) The Business Commencement Date must occur no later than (a) three hundred and sixty (360) days after the Effective Date, except as described below, and (b) five (5) days after we notify you that the conditions set forth in this Article regarding opening have been satisfied (the "Business Commencement Deadline"). In the case of a ground-up build, the Business Commencement Deadline is the earlier of (a) two hundred seventy (270) days following the Tender Date (defined below), and (b) five hundred forty (540) days after the Effective Date. "Tender Date" means the date you obtain legal access to the Location in a condition that permits you to commence interior improvements in the ordinary course.

(2) If the Business Commencement Date does not occur on or before thirty (30) days following the Business Commencement Deadline ("Late Development Fee Commencement Date") and this Agreement was not executed pursuant to an ADA, you must pay us a fee of Five Thousand U.S. Dollars ($5,000) for every thirty (30) day period or portion thereof after the Late Development Fee Commencement Date during which the BUSINESS is not yet open (the "Late Development Fee"). The first Late Development Fee will accrue on the day after the Late Development Fee Commencement Date, and subsequent Late Development Fees will accrue every thirty (30) days thereafter. For example, if the Business Commencement Deadline was June 30, 2028, and the Business Commencement Date occurred on September 15, 2028, you would owe Ten Thousand Dollars ($10,000) in Late Development Fees. Late Development Fees are due regardless of whether (a) we send a Notice of Default related to your breach of your obligations under this Agreement or (b) the BUSINESS is opened shortly after the Late Development Fee Commencement Date, including, but not limited to during any applicable cure period or prior to the date the payment of the Late Development Fee is due. The total Late Development Fees assessed under this Agreement will not exceed our then-current initial franchise fee. You agree that Late Development Fees are a fair and reasonable estimate of the loss incurred by us due to your failure to open the BUSINESS within the time required by this Agreement and not a penalty. You acknowledge that our plans for expansion of the brand are related in part to your promises to develop and open the BUSINESS within the time you have agreed to, and that your failure to do so will result in monetary damage to us due to our inability to collect Royalties and other amounts at the times we had planned based upon your promises. Late Development Fees are in addition to any of our other rights or remedies under this Agreement, or at law or in equity, including the right to terminate this Agreement after the expiration of any applicable cure period. Payment of Late Development Fees is not a cure of the default listed in Article 15.2(4)(d) and will not bring you into compliance with Article 4.8(1). If this Agreement was executed pursuant to an ADA, this Article 4.8(2) will not apply. Late Development Fees will not continue to accrue after the termination of this Agreement. Late Development Fees shall be collectible by us on demand as described in Article 5.9. We may also send you an invoice for Late Development Fees, which shall be due and payable within thirty (30) days of its delivery to you (which may be by e-mail in lieu of compliance with the requirements of Article 20).

4.9 OPENING ASSISTANCE. If you (or any of your Affiliates) have not previously owned or operated a **PLANET FITNESS** Business, we may provide you with such opening operational assistance as we deem appropriate to assist you in starting your operations, including on-site opening assistance for not more than five (5) days, as scheduled by us. We also may offer additional opening assistance for a fee.

4.10 RELOCATIONS. You must comply with all requirements of this Article 4 with respect to the acquisition and development of an accepted Relocation site, provided, however, that (a) the time

periods for acquiring the site, commencing and completing construction and commencing BUSINESS operations will not apply, and (b) you will not be required to conduct a Pre-Sale or develop or execute a Pre-Sale Marketing Plan or a Grand Opening Marketing Plan. You may use the Marks and the System at an accepted Relocation site in compliance with this Agreement to the extent necessary to develop the Relocation site and advertise the Relocation. You must advertise the Relocation as set forth in Article 10.2(3) hereof. You must comply with all applicable closure requirements set forth in Article 16.2 hereof with respect to the existing Location, including, but not limited to the de-branding of the existing Location and any furnishings, fixtures, equipment, signs, inventory or other items not being relocated to the Relocation site. You may not open the BUSINESS to members at the new Location without our written approval to do so, which we may withhold if you have not complied with all applicable requirements, and until this Agreement has been amended to reflect the new Location of the BUSINESS.

4.11 **NOTICE OF DEFICIENCIES.** If you believe we have failed to adequately provide any services required to be provided to you in regard to the training, support or any other matter affecting the establishment of the BUSINESS, you shall so notify us in writing within ninety (90) days following opening of the BUSINESS. Absent the timely provision of such notice to us, you shall be deemed to conclusively acknowledge that all pre-opening and opening services required to be performed by us were sufficient and satisfactory in your judgment.

4.12 **AREA DEVELOPMENT AGREEMENTS.** Your obligations under this Article 4 are in addition to and do not limit or supersede your obligations (and their applicable timelines) to develop and open **PLANET FITNESS** businesses under an ADA.

5. FEES.

5.1 **INITIAL FRANCHISE FEE.** You agree to pay us a nonrecurring and nonrefundable initial franchise fee in the amount of Forty Thousand U.S. Dollars ($40,000), that shall be due when you execute the Agreement ("Initial Franchise Fee"). The Initial Franchise Fee shall be deemed fully earned by us at the time it is due. If this Agreement is issued pursuant to an ADA, the Initial Franchise Fee is waived.

5.2 **ROYALTY.** You agree to pay us a nonrefundable royalty ("Royalty") per Monthly Membership Accounting Period and Annual Membership Accounting Period via EFT. The Royalty is equal to seven percent (7%) of the EFT Dues Draft. We will collect the Royalty on the Monthly Membership Billing Day(s) and Annual Membership Billing Day(s), as applicable, pursuant to our Methods of Operation, via EFT initiated by us or by a third party authorized by us from the EFT Dues Draft, the Designated Account, or by such other means as we may authorize and approve. Notwithstanding the foregoing, we reserve the right, on sixty (60) days' prior written notice to you, to calculate the Royalty with reference to the Total Net Membership Revenues of the BUSINESS. If the BUSINESS qualifies for a royalty incentive under an applicable ADA, no Royalty will be due during the Royalty Incentive Period (as defined in the ADA), subject to the terms of the ADA.

5.3 **DESIGNATED ACCOUNT AND AUTHORIZED EFT.** Prior to the opening of the BUSINESS, you shall establish a designated bank account ("Designated Account") from which we or our authorized designee shall be authorized to withdraw in any manner which we prescribe, which may include wire transfer, any amounts due to us, our Affiliates or certain other parties as described herein, including, without limitation, Royalty, LAF fees, Ad Fees, Late Development Fees, Late Nonrenewal Fees, training fees, consultation fees, or any other fees or monies payable by you and related to the BUSINESS, this Agreement or your ADA, if applicable. We have the right to review your sales numbers on a daily basis. On the days designated as your Monthly Membership Billing Day(s) and Annual Membership Billing Day(s), we or our authorized designee shall calculate the Royalty due for that Monthly Membership Accounting Period and Annual Membership Accounting Period and withdraw such amount, along with any other amounts then due and owing under this Agreement including, without limitation, LAF fees, Ad Fees, training fees, consultation fees, or any other fees or monies, directly from the EFT Dues Draft or the Designated Account. All costs and

expenses of establishing and maintaining such Designated Account, including transaction fees and wire transfer fees, shall be paid by you. You agree to maintain at all times sufficient funds in the Designated Account for such withdrawals. We reserve the right to designate another method of payment or time frame for payment upon written notice to you or in our Operations Manual.

5.4 **INTEREST ON LATE PAYMENTS.** All amounts which you owe us and do not pay us when due will bear interest after their due date at the lesser of: (a) the highest contract rate of interest permitted by law; or (b) ten (10%) percent per annum, which shall be immediately due and payable. You acknowledge that this Article does not constitute our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the BUSINESS.

5.5 **WITHHOLDING AND APPLICATION OF PAYMENTS.** Notwithstanding any designation you might make, we have the right 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. You may not offset any amounts you owe us or otherwise withhold payment of any amounts owed to us on the grounds of our alleged nonperformance of any of our obligations hereunder.

5.6 **COLLECTION OF PAST DUE AMOUNTS.** If we notify you of an Overdue Payment, you have fourteen (14) days to either make the Overdue Payment or notify us of a Bona Fide Dispute. After this fourteen (14) day period, you hereby authorize us to collect any Overdue Payment from you as described in Article 5.9 hereof, and make payment on your behalf to us or to the third party. Our optional collection rights set forth in this Article 5.6 create no affirmative obligations or third-party beneficiaries and are in addition to any other rights and remedies we may have hereunder and under applicable law for your failure to make payments when due.

5.7 **JOIN FEE.** You agree to pay us a membership join fee (the "Join Fee") for each new customer membership to your BUSINESS (regardless of how the membership application is made or processed). The Join Fee will be charged once per new membership and will be equal to twenty percent (20%) of the regular monthly fee applicable to the membership, or, in the case of a prepaid membership, five percent (5%) of the total price of the membership. The Join Fee shall be payable monthly in the same manner as the Royalty due hereunder. The Join Fee applicable to the BUSINESS shall not be subject to increase during the Term.

5.8 **CONSIDERATION FROM VENDORS.**

(1) This Article 5.8 is only applicable if (i) this Agreement contains a Royalty of at least seven percent (7%) of the total gross monthly and annual membership fees, or (ii) you are contractually entitled to a Royalty of less than seven percent (7%) of the total gross monthly and annual membership fees but have agreed, as set forth in Appendix F, to an additional Royalty of one and fifty-nine hundredths percent (1.59%) of the total gross monthly and annual membership fees.

(2) We and our Affiliates may, from time to time, (i) receive commissions or other consideration from certain System suppliers in connection with your purchases of goods, products, services and equipment, and (ii) receive or derive commission, revenue, or other similar payments or consideration, directly or indirectly, in connection with your purchase or use of goods, products, services, and equipment (collectively, "Vendor Revenue"). Notwithstanding anything else to the contrary, we hereby agree that we and our Affiliates will only derive Vendor Revenue with respect to:

(a) the sale and placement of fitness equipment, whether sold or placed by us or by a third party;

(b) goods, products and services sold directly to you by a vendor in which we have a material ownership interest (whether by acquisition, joint venture or otherwise), provided such goods, products and services are sold to you for no greater than fair market value and the margin on the goods, products, and services sold to you are reasonable, in accordance with industry standards, if any; or

(c) goods, products and services we can require or permit you to purchase in connection with your **PLANET FITNESS** Business which are directly revenue-generating to your **PLANET FITNESS** Business (*i.e.*, not giveaway goods, products or services for which no incremental revenue may be earned by you) and you are not otherwise required to pay a Royalty on the revenue directly generated from such goods, products or services.

(3) Notwithstanding this limitation on our ability to earn Vendor Revenue, we reserve the right to earn Vendor Revenue (in addition to the Vendor Revenue earned pursuant to subsection (2) above) on certain goods, products and services we may identify in the future if, and to the extent, one hundred percent (100%) of such Vendor Revenue (excluding Vendor Revenue earned pursuant to subsection (2) above) is contributed directly to the NAF ("NAF Contribution"), provided (i) the NAF Contribution is not derived from otherwise available price reductions on such goods, products or services (e.g., vendor offers marketing funds to us but is unable or unwilling to further reduce price), or (ii) we determine, in our commercially reasonably discretion, that the price reductions on such goods, products or services on a per **PLANET FITNESS** Business basis are *de minimis*. We will consult with the recognized franchisee association (or the appropriate subcommittee thereof) and seek their input in advance in the event that we are offered a NAF Contribution pursuant to subclause (i) or (ii) above.

5.9 **EFT AUTHORIZATION**. You hereby authorize us to withdraw via EFT or any other manner we prescribe the amounts owed described in Articles 4.4, 4.8(2), 5.2, 5.3, 5.6, 5.7, 9.3, 9.4, 9.11, 10.1, 10.2, 10.3, 10.4(1), 14.3, and 15.5(2) hereof from (1) the EFT Dues Draft, as collected and settled by your payment processor or by such other means as we may specify and/or (2) your Designated Account, as described by such identifying information that you provide in response to our request. You shall execute such documents as we require from time to time for such purpose.

6. TRAINING, ASSISTANCE, AND OPERATIONS MANUAL.

6.1 **TRAINING.** Before the BUSINESS begins operating, we will furnish initial training on the operation of a **PLANET FITNESS** Business ("Initial Training") to you (or, if you are an Entity, your Responsible Owner and Approved Operator), and up to two (2) additional Owners or managers you elect to enroll in the training program, that we approve at no additional charge to you. Initial Training consists of a minimum of two (2) working days of training for you (or your Responsible Owner and Approved Operator), and your Owners or managers to be furnished at our training location or at an operating **PLANET FITNESS** Business. You (or your Responsible Owner and Approved Operator), and your Owners or managers are required to complete Initial Training to our satisfaction. If you are an existing franchisee and you have previously completed Initial Training, you will not be required to attend Initial Training again, however, we may require that certain of your management-level employees and that any new general manager complete Initial Training. You also must participate in all other activities required to operate the BUSINESS. You will be responsible for all travel and living expenses and compensation which you (or your Responsible Owner and Approved Operator) and your Owners and managers incur in connection with Initial Training. Your failure (or the failure of your Responsible Owner, Approved Operator or any other person we require pursuant to this Section) to complete Initial Training to our satisfaction within ninety (90) days after signing this Agreement (but in any event before the BUSINESS opens) constitutes a material breach of this Agreement and, if you do not cure this breach, we may terminate this Agreement and retain all amounts you have paid to us. At our option, we may have vendors or other designees provide certain training to you.

6.2 **REFRESHER TRAINING.** We may require you (or your Responsible Owner and Approved Operator) and/or previously trained and experienced management-level employees to attend periodic refresher training courses at such times and locations that we designate, and we may charge reasonable fees for such courses. We also may require you to pay us fees for training additional employees or new employees hired after your BUSINESS commences operations.

6.3 **GENERAL GUIDANCE.** We may advise you from time to time regarding operating issues concerning the BUSINESS. Such guidance may be furnished in our Operations Manual, bulletins, newsletters, emails or other written materials and/or during telephone consultations and/or consultations at our office or the BUSINESS. In addition, we may furnish guidance to you with respect to:

(1) standards, specifications and operating procedures and methods utilized by the BUSINESS;

(2) purchasing required fixtures, furnishings, equipment, signs, products, materials and supplies;

(3) advertising and marketing programs;

(4) administrative, bookkeeping and accounting procedures; and

(5) use of authorized and approved computer systems.

6.4 **ON-SITE CONSULTATION AND ADDITIONAL GUIDANCE.** During the Term of this Agreement, additional guidance may be provided in any of the following ways:

(1) Internet and telephone consultation during such times as are outlined in the Operations Manual;

(2) wholesaling services whereby we may ourselves act as an approved or designated source for products, merchandise, accessories, fixtures, furnishings, equipment, signs, etc.;

(3) manufacturing services whereby we may manufacture, package and ship products, merchandise, accessories, fixtures, furnishings, equipment, signs, etc. to you;

(4) ongoing marketing programs to fulfill our obligations in Article 10 of this Agreement;

(5) meetings, seminars or conventions whereby we may get together with you and other **PLANET FITNESS** franchisees for business or social purposes;

(6) research and development regarding our Methods of Operation; and/or

(7) at your request, we may furnish additional guidance and assistance and, in such a case, may charge the *per diem* fees and charges we establish from time to time. If you request, or if we require, additional or special training, all of the expenses that we incur in connection with such training, including *per diem* charges and travel and living expenses for our personnel, will be your responsibility.

6.5 **OPERATIONS MANUAL.** During the Term of this Agreement, we will provide you access to our Operations Manual, consisting of such materials that we furnish to franchisees from time to time for use in operating a **PLANET FITNESS** Business. The Operations Manual contains our Methods of Operation and may be modified from time to time to reflect changes in the law, marketplace or Methods of Operation. In the event of a dispute relating to its contents, the master copy of the Operations Manual we maintain at our principal office will be controlling. You may not at any time

copy, duplicate, provide third party access to, download, record or otherwise reproduce any part of the Operations Manual without our prior written consent. You acknowledge and agree that the Operations Manual and other System communications may only be available on the Internet, the Designated Franchise Portal or in other electronic form. The Operations Manual (and each component thereof) constitutes a confidential trade secret, which you agree to help protect, and will remain our property. The Operations Manual shall be deemed to be a part of this Agreement. If you become aware that any instruction provided in the Operations Manual violates any rule, law, or regulation, you agree to promptly inform us.

6.6 **WORKS MADE-FOR-HIRE.** All ideas, trade names, trade and service marks, and other commercial symbols, concepts, procedures, techniques, processes, documents, manuals, marketing materials or marketing plans concerning the BUSINESS, whether or not protectable intellectual property, whether or not reviewed or approved by us, and whether created by or for you or your Owners or Personnel, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and "works made-for-hire" for us as defined and used in the Copyright Act of 1976, 17 U.S.C. § 101. To the extent any item does not qualify as a "work made-for-hire" for us, you will assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item. To the extent permitted under applicable law, you waive all moral rights and all equivalent or similar rights that may arise under the applicable legislation and in any other jurisdictions relating to any works created in connection with or concerning the BUSINESS, and you agree not to support, maintain or permit any claim for infringement or violation of any such moral rights or any equivalent or similar rights. Without limiting the foregoing, you consent to alteration of such works and our commercial exploitation of such works.

7. MARKS.

7.1 **OWNERSHIP AND GOODWILL OF MARKS.** Your right to use the Marks is derived solely from this Agreement and limited to your operation of the BUSINESS pursuant to and in compliance with this Agreement and the mandatory Methods of Operation. Your unauthorized use of the Marks is a material breach of this Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that your usage of the Marks and any goodwill established by such use will be exclusively for our and our Affiliates' benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the BUSINESS in compliance with this Agreement). All provisions of this Agreement applicable to the Marks apply to any additional proprietary trademarks and service marks and commercial symbols we authorize you to use. You will not represent in any manner that you have any ownership in the Marks or the right to use the Marks except as provided in the Agreement and in the Operations Manual.

7.2 **LIMITATIONS ON YOUR USE OF MARKS.** You agree to use the Marks as the sole identification of the BUSINESS, except that you agree to identify yourself as the independent owner and operator thereof. You must properly attribute ownership of the Marks to us and use the notices of trademark and service mark registrations that we specify. You may not use any Marks as part of any Entity or legal business name or as part of an Internet domain name, mobile application, Internet e-mail address, Internet website, or social media account or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to you hereunder), or in any modified form, nor may you use any Marks in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing. You may not separately register any domain name, develop or operate any Internet websites, or develop or use any Internet Accounts containing any of the Marks without our prior written approval. Such registration, development or use must comply with our Internet and social media policies. You and your Affiliates may not apply, in any country, or cause any third party to apply, or assist, directly or indirectly, any third party to apply, in any country, for registration of any trademark, slogan, commercial advertising, or commercial name, which is the same as, or confusingly similar to, any of the Marks. Any such application to register any of the Marks or any

other trademark used in connection with the BUSINESS shall be considered our property and you agree to transfer, assign, or otherwise convey to us or terminate such applications or registrations immediately upon our request. No Marks may be used in any advertising concerning the transfer, sale or other disposition of the BUSINESS or an ownership interest in you without our prior written approval. You agree to solely display the Marks in the manner we prescribe at the BUSINESS, on supplies or materials we designate and in connection with forms and advertising and marketing materials. You agree to give such notices of trademark and service mark registrations; i.e., "®", "™", as we specify and to obtain any fictitious or assumed name registrations required under applicable law. You agree to withdraw any fictitious or assumed name registrations immediately upon termination or expiration, without your acquisition of a successor franchise, of this Agreement. You may not authorize any vendor, commercial partner or other third party, including but not limited to third-party sponsorship partners, to use the Marks in any manner whatsoever, as you do not have sufficient rights in the Marks to do so. You may not imply, suggest, portray, or otherwise hold yourself out as having such rights to sublicense the Marks to any third party. Any such purported authorization by you shall be void and of no effect and constitutes a material breach of this Agreement. You agree that, in addition to all of our other rights and remedies available hereunder and under applicable law, you will indemnify us for our costs (including, but not limited to, outside legal fees) in causing the cessation, takedown and removal of such unauthorized usage of the Marks.

7.3 **NOTIFICATION OF INFRINGEMENTS AND CLAIMS.** You agree to notify us immediately of any apparent infringement or challenge to your use of any Marks, or of any claim by any person of any rights in any Marks, and agree not to communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have the right to take such action as we deem appropriate and the right to control exclusively any litigation, United States Patent and Trademark Office ("USPTO") proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Marks. You agree to sign any and all instruments and documents, render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or USPTO proceeding or other proceeding or otherwise to protect and maintain our interests in the Marks.

7.4 **DISCONTINUANCE OF USE OF MARKS.** If it becomes advisable at any time for us and/or you to modify or discontinue the use of any Marks and/or use one or more additional or substitute trademarks or service marks, you agree to comply with our directions within a reasonable time after receiving notice thereof, provided that such changes are also applied to any similarly situated PLANET FITNESS Businesses owned by our Affiliates and by us. We will not be obligated to reimburse you for any expenses or loss of revenue attributable to any modified or discontinued Marks or for any expenditures you make to promote a modified or substitute trademark or service mark.

7.5 **INDEMNIFICATION OF FRANCHISEE.** We agree to indemnify you against, and to reimburse you for, all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark pursuant to and in compliance with this Agreement and, except as provided herein, for all costs you reasonably incur in defending any such claim brought against you, provided that (i) you have timely notified us of such claim and (ii) you and your Affiliates are in compliance with this Agreement and all other agreements entered into with us or any of our Affiliates. We are entitled to prosecute, defend and/or settle any proceeding arising out of your use of any Mark pursuant to this Agreement and, if we undertake to prosecute, defend and/or settle any such matter, we have no obligation to indemnify or reimburse you for any fees or disbursements of any legal counsel retained by you.

8. CONFIDENTIAL INFORMATION.

8.1 **CONFIDENTIAL INFORMATION.** We possess (and will continue to develop and acquire), and may disclose to you, certain confidential information (the "Confidential Information") relating to

the development and operation of **PLANET FITNESS** Businesses, which may include (without limitation):

(1) location selection criteria, location analytics, and plans and specifications for the development of **PLANET FITNESS** Businesses;

(2) methods, formats, specifications, standards, systems, procedures, the System, Methods of Operation, the Operations Manual, any other proprietary materials, and knowledge of and experience in developing and operating **PLANET FITNESS** Businesses;

(3) sales, marketing and advertising programs and techniques for **PLANET FITNESS** Businesses;

(4) specifications and pricing for and suppliers of certain fixtures, furnishings, equipment, products, materials and supplies;

(5) operating results and financial performance of **PLANET FITNESS** Businesses other than the BUSINESS;

(6) proprietary information, benchmarking and analytics we (or a third-party we authorize) may share with you related to **PLANET FITNESS** Businesses other than the BUSINESS;

(7) customer and membership lists;

(8) information concerning the specific selection and development of potential future **PLANET FITNESS** Business locations by third parties;

(9) methods of training and management relating to **PLANET FITNESS** Businesses;

(10) proprietary computer systems, software programs, mobile applications and other technology used or useful in **PLANET FITNESS** Businesses; and

(11) potential transactions, expansion plans, evolution of our System or other proprietary strategic information; and

(12) any and all other information related to the BUSINESS or **PLANET FITNESS** Businesses generally that is labeled proprietary or confidential.

Confidential Information does not include information or material which (i) is or becomes generally known to the public or in the industry other than through a breach of this Agreement; (ii) at the time it was first disclosed to you, was already in your lawful possession; (iii) is developed independently by you without using the Confidential Information; or (iv) is disclosed to you by a third party entitled to disclose it without any further obligations of confidentiality.

8.2 <u>FOR BUSINESS USE ONLY</u>.

(1) We will disclose our Confidential Information to you solely for your use in connection with your BUSINESS in a manner not prohibited by this Agreement. The Confidential Information is proprietary and includes our trade secrets. During the Term and thereafter: (a) you and your Owners may not use the Confidential Information in any other business or capacity (you acknowledge such use is an unfair method of competition); (b) you and your Owners must strictly maintain the confidentiality of the Confidential Information; (c) you and your Owners may not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; (d) you and your Owners must exercise your and their best efforts, including the implementation of all reasonable

procedures we prescribe from time to time, to prevent unauthorized use or disclosure of the Confidential Information; such procedures include, but are not limited to, (i) the use of nondisclosure agreements with your Owners, officers, directors, managers, assistant managers, shift supervisors and other Personnel to which you disclose Confidential Information, copies of which you and your Owners must deliver to us upon our request, (ii) the de-activation of access by your Personnel to the Designated Franchise Portal and any other software, computer systems and electronic mailing lists, containing Confidential Information reasonably promptly upon the termination of their employment or engagement with you, and (iii) not inputting or disclosing Confidential Information to artificial intelligence or machine learning platforms except as we may authorize in our Methods of Operation or by prior written consent; and (e) you may disclose the Confidential Information to your officers, directors, employees and other Personnel, only to the extent necessary to fulfill your obligations under this Agreement. At the end of the Term, without your acquisition of a successor franchise, upon our request or in accordance with the procedures we may specify in the Operations Manual, you and your Owners must destroy or deliver to us all or certain Confidential Information in your possession. You acknowledge and agree that you will not acquire any interest in Confidential Information, other than the right to utilize Confidential Information disclosed to you in operating the BUSINESS during the Term of this Agreement, and that the use or duplication of any Confidential Information in any other business will constitute an unfair method of competition and a violation of this Agreement.

(2) You and your Owners must also maintain the confidentiality of all proprietary information you develop or collect in connection with the BUSINESS, including Personal Data ("Business Information"). You and your Owners may use Business Information in connection with your BUSINESS in a manner not prohibited by this Agreement and for such purposes as may be reasonably related to your status as a **PLANET FITNESS** franchisee, in accordance with Article 11.4. You and your Owners may not use Business Information in any other business or capacity, and must exercise best efforts, including the implementation of all reasonable procedures we prescribe from time to time, to prevent unauthorized use or disclosure of the Business Information.

(3) You acknowledge you are aware that (i) the Confidential Information and Business Information may relate to publicly traded securities, and (ii) the restrictions imposed by applicable securities laws restrict trading in securities while in possession of material non-public information and on communication of such information when it is reasonably foreseeable that the recipient is likely to trade such securities, in reliance on such information. You and your Owners agree not to trade, either directly or through other persons, based on Confidential Information or Business Information in a manner that would violate the securities law of any applicable jurisdiction including, without limitation, the United States securities laws. Except for confidential communications in connection with a business purpose related to the development, operation or financing of your BUSINESS (including valuing, financing or marketing the BUSINESS for sale), you may not discuss any non-public information about the BUSINESS or the System with investment analysts, investment research firms, consulting firms or other similar third parties, without our prior written consent. For the avoidance of doubt, your failure to comply with any of the requirements of this Article 8.2(3) may subject you to civil or criminal liability and is a material breach of this Agreement. You agree, in addition to all of our other rights and remedies available hereunder and under applicable law, you will indemnify us for our costs in obtaining professional advice, making public filings, responding to regulators or otherwise responding to such breach.

(4) If you become legally compelled by a judicial or legislative order of a governmental authority or court of competent jurisdiction to disclose any of the Confidential Information, you shall provide us with prompt written notice of such requirement before you disclose any Confidential Information so that we may seek a protective order or other appropriate

remedy and/or waive compliance with the terms of this Article 8.2. Upon our request, you shall take all reasonable steps requested to assist us in contesting such request for disclosure. If a protective order or other remedy is not obtained, or we waive compliance with this Article 8.2, you agree to furnish only that portion of the Confidential Information you are advised by counsel is legally required to be disclosed and to exercise commercially reasonable efforts to obtain assurance that confidential treatment will be afforded to such Confidential Information.

9. OPERATIONS.

9.1 COMPLIANCE WITH METHODS OF OPERATION. You acknowledge that each and every aspect of the interior and exterior appearance, layout, decor, services and operation of your BUSINESS is important to protect our reputation and goodwill and to maintain uniform operating standards under the Marks. Any required standards exist to protect our interest in the System and the Marks for other franchisees and to create a consistent positive member experience and not to control the day-to-day operation of the BUSINESS, or reserve or establish any control, or the right or duty to take control, over those matters that are clearly reserved to you, which include employment matters. You agree to comply with all mandatory Methods of Operation (whether contained in the Operations Manual or any other communication), including, but not limited to:

(1) design, layout, decor, appearance and lighting; periodic maintenance, cleaning, pest control and sanitation; periodic remodeling; replacement of obsolete or worn out leasehold improvements, fixtures, furnishings, equipment and signs; periodic painting; equipment repair; and use of interior and exterior signs, emblems, lettering and logos and the illumination thereof;

(2) types, models and brands of required fixtures, furnishings, equipment, signs, materials and supplies;

(3) required or authorized products, services and membership types;

(4) requirements and guidelines for membership agreements, membership policies, member billing practices and member rules;

(5) designated suppliers or Approved Suppliers (which may be limited to or include us or our Affiliates) of fixtures, furnishings, equipment, signs, products, materials, supplies, and services (including, but not limited to, content licensing, technology and marketing services) and disapproved suppliers (including, but not limited to, disapproved suppliers of business brokerage and real estate brokerage services);

(6) terms and conditions of the sale and delivery of, and terms and methods of payment for products, materials, supplies and services including direct labor, that you obtain from us, our Affiliates or others;

(7) sales, marketing, advertising and promotional programs and materials and media used in such programs, including mandatory sales and promotions and in-club advertising;

(8) use and display of the Marks;

(9) compliance with **PLANET FITNESS** philosophy and mission including, without limitation, compliance with the Judgement Free Zone™ philosophy and unlimited free group and other fitness instruction, provided that if such other fitness instruction has a substantial negative impact on the operating results of the BUSINESS we will review and consider (in consultation with the recognized franchisee association) discontinuing or making optional such other fitness instruction;

(10) minimum staffing levels for the BUSINESS; operational training, employee apparel; and sale procedures and customer service, all solely as related to brand standards;

(11) days and hours of operation of the BUSINESS;

(12) participation in market research and testing and product and service development programs;

(13) acceptance of credit cards, other payment systems and check verification services;

(14) bookkeeping, accounting, data processing and record keeping systems and forms; methods, formats, content and frequency of reports to us of sales, revenue, financial performance and condition; and furnishing tax returns and other operating and financial information to us;

(15) procedures, policies and required formats for submitting information to us and requesting documents from us;

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

(17) adhering to good business practices; observing high standards of honesty, integrity, fair dealing and ethical business conduct in all dealings with customers, suppliers and us; and

(18) regulation of such other aspects of the operation and maintenance of the BUSINESS including, but not limited to, subject to applicable law, maximum and minimum prices charged for products and services offered through the BUSINESS, that we determine from time to time to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and **PLANET FITNESS** Businesses.

For the avoidance of doubt, mandatory Methods of Operation do not include the scheduling or terms and conditions of employment for your employees. They also do not include personnel policies or procedures, which **PLANET FITNESS** may make available as examples for franchisees' reference. You alone will determine to what extent, if any, these example policies and procedures might be useful to your BUSINESS and comply with applicable law.

You agree that the mandatory Methods of Operation prescribed from time to time in the Operations Manual, or otherwise communicated to you in writing or other tangible form, constitute provisions of this Agreement as if fully set forth herein.

9.2 **MODIFICATION OF METHODS OF OPERATION**. We may modify the Methods of Operation, from time to time to reflect changes in the law, marketplace or the System or to accommodate regional or local variations. Any such modifications may obligate you to invest additional capital in the BUSINESS ("Capital Modifications") and/or incur higher operating costs; provided, however, that such modifications will not alter your fundamental status and rights under this Agreement. 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 discretion and as we may deem in the best interests of all concerned in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population of trade area, existing business practices, or any other condition we deem to be of importance to the successful operation of such franchisee's business. You acknowledge that our practices and application of standards may vary and that you are not entitled to require us to grant to you a like or similar variation as granted to another franchisee.

9.3 CONDITION OF YOUR BUSINESS.

(1) *General Condition.* You must maintain your BUSINESS's condition and appearance so that it is attractive, clean and efficiently operated in accordance with our mandatory Methods of Operation. You agree to make such modifications and additions to your BUSINESS's layout, decor, operations, and general theme as we require from time to time, including replacement of worn-out or obsolete fixtures, equipment, furniture, and signs, repair of the interior and exterior and appurtenant parking areas, and periodic cleaning and redecorating. You may not make any material modification to the BUSINESS premises, including but not limited to, expansions or reductions in size, or replacements, relocations or alterations of fixtures, equipment, furniture or signs without our prior written consent. If you do so, we may, in addition to our other rights and remedies hereunder, require you, at your expense, to restore the BUSINESS to its prior condition. If at any time the general state of repair, appearance or cleanliness of your BUSINESS, or its fixtures, equipment, furniture, or signs, do not meet our standards, we may notify you and specify the action you must take to correct such deficiency. If, within ten (10) days after receiving such notice, you fail or refuse to initiate and thereafter continue in good faith and with due diligence a *bona fide* program to complete such required maintenance, we have the right, in addition to our other rights and remedies hereunder and under applicable law, but not the obligation, to enter the Location and do (or contract with a third party to do) such maintenance on your behalf and at your expense. Following completion of such maintenance, we may collect from you an amount equal to the actual cost of the maintenance plus any administrative costs we actually incur as provided in Article 5.9 hereof.

(2) *Re-equipment.* For a Medium Use Club, we may require you to replace at the BUSINESS, as we may reasonably determine: (a) all cardio equipment not more often than once every six (6) years, and (b) all other fitness equipment not more often than once every eight (8) years. For a Low Use Club, we may require you to replace at the BUSINESS, as we may reasonably determine: (a) all cardio equipment not more often than once every seven (7) years, and (b) all other fitness equipment not more often than once every nine (9) years. For a High Use Club, we may require you to replace at the BUSINESS, as we may reasonably determine: (a) all cardio equipment not more often than once every five (5) years, and (b) all other fitness equipment not more often than once every seven (7) years. You acknowledge and agree that absent a change by the equipment manufacturer in the useful life of the applicable equipment or a prolonged closure of a BUSINESS, the above timelines are generally reasonable. In addition, we may require you to replace at the BUSINESS each item of amenity equipment at such times as we may reasonably determine. We will advise you, in writing (with email being sufficient), at least six (6) months prior to requiring replacement of your fitness or other equipment. You shall comply with the procedures specified in the Operations Manual for the extraction and placement of equipment, which may require a temporary closure of the BUSINESS. Subject to Article 9.3(3) below, we may require you, in our reasonable discretion, to occasionally add or replace a limited quantity of select equipment in connection with updates to the System or to comply with legal requirements. We will consult with the recognized franchisee association (or the appropriate subcommittee thereof) prior to doing so.

(3) *Remodeling.* You must periodically upgrade and/or remodel your BUSINESS premises, as we may reasonably require, pursuant to our plans and specifications (which may include the placement of additional cardio, fitness and amenity equipment), provided, however, that with the exception of signage, we will not require substantial remodeling or upgrades more often than every twelve (12) years. We will advise you, in writing (with email being sufficient), at least six (6) months prior to requiring any substantial remodeling or upgrades of the BUSINESS. The following are not considered a remodel: (i) replacement, removal or takedown of construction or other items that were in violation of our Methods of Operation when installed, (ii) remediating an unapproved material modification to the BUSINESS premises, (iii) performing general repair and maintenance, (iv) upgrades,

updates or other alterations required for the BUSINESS to comply with applicable law or that are reasonably necessary to maintain adequate safety or security at the BUSINESS; or (v) changing or replacing the Marks used in the operation of the BUSINESS in accordance with Article 7.4 above. This Article 9.3(3) does not waive or otherwise affect any rights we may have under this Agreement to require substantial remodeling of the BUSINESS as a condition to granting a successor franchise agreement or, under certain circumstances, in connection with a transfer of the BUSINESS. You must provide us with regular updates at such times and in such format as we reasonably determine as to the progress of your upgrade or remodel. You must provide us with a close-out package in the format we reasonably specify that provides evidence reasonably satisfactory to us of completion of the remodel or upgrade.

(4) *Brand Evolution.* In addition to our rights under subsections (2) and (3) above, we may require you to remodel your BUSINESS and/or replace, remove or add equipment at your BUSINESS by gaining an approval vote under the Voting Procedures by either (i) sixty-six percent (66%) of all then existing company and franchised **PLANET FITNESS** Businesses in the United States, or (ii) fifty-one percent (51%) of all then existing franchised **PLANET FITNESS** Businesses in the United States. Your additional remodel and re-equipment requirements and the timeline for their completion (which will be no sooner than six (6) months after you are notified thereof) will be as approved by such vote.

(5) *Late-Term Requirements.* If we notify you of requirements to remodel or replace your equipment in the last two (2) years of the Term of the Agreement and you do not wish to acquire a successor franchise, you may be excused from such requirements provided that: (a) you have remodeled the BUSINESS and upgraded your fitness and amenity equipment as required during the Term of this Agreement, and (b) you enter into an agreement, in form and substance acceptable to us, in which, among other things, (i) you and we agree to mutually terminate the Franchise effective as of the expiration of the Term, (ii) you agree to comply with our closure and de-branding requirements, (iii) you and your Owners ratify your post-termination covenants to us and confirm the survival of provisions intended to survive the termination of this Agreement, and (iv) you and your Owners release all claims arising from the BUSINESS against us and our Affiliates.

(6) *De-branding.* You must comply with our then-current de-branding requirements in connection with the replacement or removal of equipment, signage or other items that contain any of the Marks. If you donate the equipment through a charitable donation program that we have designated in our Operations Manual or approved in writing, you may not be required to de-brand the equipment. Otherwise, if you wish to sell or donate any equipment that contains the Marks, you must: (a) use the supplier(s) we designate or have approved; or (b) if we have not designated or approved one or more supplier(s), then you must ensure the de-branding of the equipment and removal of all Marks (including, but not limited to, the purple and yellow color scheme) prior to selling or donating such equipment and retain evidence to establish that such de-branding has been completed. For the avoidance of doubt, your failure to comply with any of the requirements of this Article 9.3(6) is a material breach of this Agreement, and you agree, in addition to all of our other rights and remedies available hereunder and under applicable law, you will indemnify us for our costs in attempting to de-brand the equipment including, but not limited to, our costs to repurchase such equipment from third parties. You agree to cooperate with all such efforts. If such equipment cannot be repurchased or de-branded, you will pay our then-current de-brand deficiency fee.

(7) *Casualty.* If your BUSINESS is damaged or destroyed by fire or other casualty, you must initiate within thirty (30) days of such damage or destruction (and continue until completion) all repairs or reconstruction to restore your BUSINESS to its original condition. If, in our reasonable judgment, the damage or destruction is of such a nature that it is feasible, without incurring substantial additional costs, to repair or reconstruct your

BUSINESS in accordance with the then-standard **PLANET FITNESS** layout and decor specifications, we may require you to repair or reconstruct your BUSINESS in accordance with those specifications.

9.4 PRODUCTS AND SERVICES.

(1) *Required Products and Services.* Your BUSINESS must offer for sale such services and products related to the **PLANET FITNESS** concept that we determine from time to time to be appropriate for your BUSINESS. You further agree that your BUSINESS will not, without our written approval, offer any services or products (including, but not limited to, promotional items, pilots or programs) not then authorized by us. Your BUSINESS may not be used for any purpose other than the operation of a **PLANET FITNESS** Business in compliance with this Agreement. You may offer personal training only if permitted by our then-current personal training policies or as we otherwise approve in writing.

(2) *Sources of Supply.* Your BUSINESS must use and/or offer for sale only such services, products, uniforms, forms, labels and other supplies that conform to our specifications and quality standards and/or are purchased from suppliers approved by us (which may include or be limited to us and/or our Affiliates). We may impose limits on the number of approved suppliers, and may designate our Affiliate or us as the sole supplier for fitness equipment or other products or services. Without limiting the applicability of Article 5.8 hereof, we may also act as a pass-through for remitting payments to suppliers that we designate, in which case we would collect your vendor payments as provided in Article 5.9 hereof and remit payment to the vendor. We will not collect payments subject to a Bona Fide Dispute, provided that you notify us of the dispute at least fourteen (14) days prior to the date of collection, or, if later, five (5) Business Days after you are informed of our collection. You will establish independent commercial relationships with our Approved Suppliers for specific items. You will establish independent commercial relationships with other suppliers for the goods and services for which we only provide specifications. Our list of Approved Suppliers and specifications for goods and services will be set forth in the Operations Manual or in other materials we give you from time to time. We may require you to enter into agreements with designated suppliers (which may include our Affiliates or us) and update such agreements from time to time to reflect changes in the System or the supplier relationship. Such agreements may also provide that updates to the agreements are automatically effective upon thirty (30) days' written notice to you or such shorter period of time as you and the designated supplier may agree. We may modify the list of approved brands and/or suppliers from time to time. After notice of such modification, you may not utilize any supplier that is no longer approved. Upon our disapproval of a supplier, you must undertake commercially reasonable efforts to terminate your agreement with such supplier within a reasonable amount of time. We recommend that you obtain the right to terminate a vendor agreement if the supplier ceases to be an approved supplier to the System. Your failure to do so may result in additional expense or liability. You agree to purchase products and services for the BUSINESS in the manner set forth in the Operations Manual, which may include, among other requirements, the obligation to place all such orders via our Designated Franchise Portal or another system. You hereby acknowledge that suppliers may regularly share your account information with us and you agree to facilitate your suppliers' sharing of information with us. We may request or direct your suppliers not to perform certain services or supply certain products if the requested products or services would violate our mandatory Methods of Operation or applicable law. Any sharing of Confidential Information, Business Information or Personal Data with a supplier is to subject to the requirements of Articles 8.2, 9.14 and 11.4. Your failure to comply with such requirements is a material breach of this Agreement.

(3) *Proposed Suppliers.* You may propose to use a supplier that is not then approved by us. In evaluating the proposed supplier, we may consider a variety of factors including, but not limited to, the prospective supplier's: (a) ability to meet our standards and specifications,

(b) standards of service, (c) capacity to provide adequate and timely supply, (d) commercial reputation, (e) pricing and shipping costs, (f) data security and privacy policies and practices, (g) relationships, if any, with any Competitive Business, and (h) willingness to enter into a supply agreement acceptable to us. We may consider your request in the context of the System as a whole and may evaluate its potential impact on our existing commercial commitments to and relationships with other vendors. Our evaluation and approval or denial of your request will be made in our sole discretion. We will notify you of our decision. We have the right to charge reasonable fees to cover our costs in reviewing your request, including evaluating the supplier and, if applicable, negotiating an agreement with them. We may impose various requirements on the proposed supplier including, but not limited to, following our then-current new supplier application process, complying with our then-current supplier conflict of interest policy and vendor code of conduct and, entering into an agreement with us.

(4) *Inventory and Testing.* You must maintain at all times an inventory of approved merchandise related to the **PLANET FITNESS** concept sufficient in quantity, quality and variety to realize your BUSINESS's full potential. We may conduct market research to determine consumer trends and salability of new services and products. You agree to cooperate by participating in our market research programs; by test marketing new services, and merchandise in your BUSINESS and providing us timely reports and other relevant information regarding such market research. You must purchase a reasonable quantity of such test products and make a reasonable effort to sell them. Under limited, infrequent, emergency circumstances, we may purchase items on your behalf and you will be required to reimburse us for such purchases, provided that (i) such items are purchased on behalf of all similarly situated **PLANET FITNESS** Businesses, including those owned by our Affiliates and us, (ii) we determine that such purchase is reasonably necessary both in light of the current emergency and for you to operate the BUSINESS, and (iii) we consult with the recognized franchisee association (or the appropriate subcommittee thereof) prior to doing so.

(5) *Disclaimer of Warranty*. WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO (A) THE OPERATION OF TECHNOLOGY SYSTEMS (INCLUDING WITHOUT LIMITATION POS SYSTEMS, BILLING SYSTEMS, OUR INTERNET WEBSITES AND REQUIRED OR APPROVED SOFTWARE) AND (B) PRODUCTS AND SERVICES SUPPLIED TO YOU BY THIRD PARTIES.

9.5 **COMPLIANCE WITH LAWS.** You must maintain in force in your name all required licenses, permits and certificates relating to the operation of your BUSINESS. You must operate your BUSINESS in full compliance with all applicable laws, ordinances and regulations, including but not limited to, any and all applicable tax, data privacy, employment, health and safety, construction, marketing, and consumer protection laws, ordinances, and regulations. You agree to refrain from any business or advertising practice that may be injurious to the System, our business, to the business of other **PLANET FITNESS** Businesses or to the goodwill associated with the Marks. Our systems, policies and communications with members are primarily intended to promote consistency and improve the member experience, and while they may help facilitate your compliance with applicable law, they do not relieve you of your independent obligations in this regard. You are responsible for ensuring that your membership agreement, your billing, cancellation and renewal practices and your communications with members all comply with applicable law.

9.6 **GENERAL CONDUCT.** In all your business dealings, you must adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. We expect that you and your Owners will conduct the BUSINESS in a manner consistent with our values and good stewardship of the **PLANET FITNESS** brand. You and your Owners must conduct the BUSINESS in a manner

consistent with the ethical standards for **PLANET FITNESS** franchisees, as set forth in the Operations Manual. You will not, and will not allow your Owners to, engage in conduct that, in our reasonable determination, is likely to (a) degrade, offend, shock or insult the community, (b) ridicule public morals or decency, (c) prejudice us, our Affiliates, the Marks or the System generally, or (d) harass, bully, or demean our personnel, the personnel of your vendors, or any **PLANET FITNESS** members.

9.7 **PERSONNEL.** We do not dictate or control labor or employment matters for our franchisees. We do not retain any reserved authority to control the terms and conditions of employment for their employees. You have sole authority over all employment matters related to the BUSINESS. You are responsible for taking such measures as are needed to ensure that your employees understand and acknowledge that they are not our employees**,** including without limitation, requiring your employees to sign a written acknowledgement that you are an independently owned and operated franchisee and their employer in a form we specify in the Operations Manual or otherwise in writing from time to time. You are solely responsible for all employment decisions with respect to your personnel, including hiring, firing, scheduling, compensation, training, supervision and discipline, regardless of whether you receive advice from us on any of these subjects. Should you receive any such advice from us, you alone will determine to what extent, if any, you will implement our suggestions.

9.8 **INSURANCE.** You must procure and maintain in force from an insurance company with an "A-" or better rating by AM Best and a Financial Rating of "VIII" or better primary insurance coverage as follows: commercial general liability insurance (including coverage for any consolidated claims against us and our Affiliates); Special Form property insurance, including fire and extended coverage, vandalism and malicious mischief insurance for one hundred percent (100%) of the replacement value of your BUSINESS and its contents; and such other insurance policies, such as business interruption insurance, abuse and molestation insurance, tanning insurance, employment practices liability insurance, automobile insurance, unemployment insurance, cyber liability insurance, excess umbrella insurance and workers' compensation insurance (with a broad form all-states endorsement) as we specify from time to time and as required by law. For any interruption in the operation of the BUSINESS (except for an interruption due to a remodel of the BUSINESS), you shall continue to pay us, during such period of interruption, continuing Royalty fees based on the average monthly Royalty fees paid by you during the twelve (12) months immediately preceding the period of interruption. However, if (a) such interruption is due to a Force Majeure Event as described in Article 19.5, (b) you have obtained the insurance coverage we require or reasonably recommend, and (c) you properly and timely submit all applicable insurance claims, the Royalty fees payable to us during such period of interruption will be based on the insurance payments, if any, you receive. Your insurance must also cover identity theft and theft of personal information, including the costs of notifying members whose information has been compromised. All insurance policies must be issued by carriers approved by us (as set forth in the Operations Manual or otherwise in writing); contain such types and minimum amounts of coverage, exclusions and maximum deductibles as we prescribe from time to time in our current Operations Manual or otherwise in writing from time to time; name us and our Affiliates, through an additional insured endorsement, as additional insureds; provide for thirty (30) days prior written notice for any reduction in insurance limits, downgraded insurance paper or, cancellation or expiration of such policy; and include such other provisions as we may require from time to time. All insurance policies must contain a waiver of all subrogation rights against us, our Affiliates and our and their successors and assigns. At our request, you must furnish us with a Certificate of Insurance on an annual basis. We reserve the right to request schedules of insurance and/or insurance policy copies to review for compliance. You will have a reasonable period of time, and in no event less than thirty (30) days, within which to comply with any changes in our insurance coverage requirements. If you fail or refuse to maintain any required insurance coverage, or to furnish satisfactory evidence thereof, we, at our option and in addition to our other rights and remedies hereunder, may obtain such insurance coverage on your behalf. If we do so, you must fully cooperate with us in our effort to obtain such insurance policies and reimburse us any costs and premiums we incur within ten (10) Business Days of the applicable request. You acknowledge that your insurance requirements may

be different than the requirements for other franchisees. Your obligation to maintain insurance coverage is not diminished in any manner by reason of any separate insurance we may choose to maintain, nor does it relieve you of your indemnification obligations under this Agreement. We do not guarantee that any insurance we require or recommend you to purchase, or which we purchase on your behalf, will provide adequate coverage for you. You should consult with your own advisors to determine if any additional insurance coverage is recommended for your BUSINESS.

9.9 **QUALITY CONTROL.** We have the right to establish "quality control" programs, such as a "secret shopper" program, a customer satisfaction measurement program, and/or a "customer intercept" program, to ensure the highest quality of service and products in all **PLANET FITNESS** Businesses. You shall participate in any such quality control programs, and bear your pro-rata share, as determined by us, of the costs of any such program.

9.10 **PRICING POLICIES.** We reserve the right to establish prices for the products and services you sell, both minimum and maximum, subject to applicable law. Subject to applicable law, we may also require you to comply with any advertising policies we adopt from time to time which may prohibit you from advertising a price for a product or service that is different from our suggested retail price.

9.11 **MEMBER DUES POLICIES.** All rates, discounts, and promotions (including, for example, your participation in your corporate partnerships) are subject to our prior written approval, to the extent permitted by applicable law. Our review and approval of your rates, discounts and promotions is to ensure that they meet our standards. It is not intended to assess compliance with applicable law, which is your sole responsibility. We reserve the right to charge an amount equivalent to the Royalty applicable to your EFT Dues Draft, for all memberships not included in the EFT Dues Draft, which amount shall be payable in the manner we determine. The foregoing sentence is not intended to cover enrollment fees or prorated fees for memberships with monthly and annual fees included in the EFT Dues Draft. You may only market paid-in-full memberships through programs or promotions that we authorize.

9.12 **RECIPROCAL MEMBERSHIP.** You must participate fully in any reciprocal access program (currently the Black Card program and Pre-Sale access program, as we may modify from time to time) and/or customer loyalty program(s) we may establish, in accordance with the policies and procedures set forth in the Operations Manual, through communications from us and as modified from time to time. You agree and acknowledge that for any reciprocal usage by **PLANET FITNESS** members of other franchisees, us or our Affiliates or when a person redeems any membership benefits or other customer loyalty program benefits at your BUSINESS, you are not entitled to reimbursement for membership fees or the cost of goods or services provided to the member as a reciprocal access member or under any customer loyalty program and that your BUSINESS benefits from this arrangement. Currently, (a) reciprocal access members of other **PLANET FITNESS** Businesses each have access to your BUSINESS up to ten (10) times per month and your reciprocal access members will each have access to other **PLANET FITNESS** Businesses up to ten (10) times per month and (b) all members of other nearby **PLANET FITNESS** Businesses in Pre-Sale will have full access to your BUSINESS during Pre-Sale and your members will have full access to other nearby **PLANET FITNESS** Businesses during your Pre-Sale. Subject to applicable law, we reserve the right to require you to charge a maximum or minimum day fee to reciprocal access members of other **PLANET FITNESS** Businesses visiting a **PLANET FITNESS** Business outside of the country in which such member's home is located.

9.13 **MEMBER TRANSFER POLICY AND COMPETITOR ACQUISITION.** You agree to comply with the member transfer policy as we establish from time to time. You acknowledge and agree that upon a transfer, the member's ongoing monthly dues and annual fees shall be transferred to the new location. If a membership is prepaid and is permitted to transfer pursuant to the member transfer policy, you agree to service the remaining prepaid term without compensation to you. Any acquisition of a Competitive Business (to convert to a **PLANET FITNESS** Business) or of membership lists or a group of members from a Competitive Business must be executed in

accordance with the policies and procedures for the acquisitions of Competitive Businesses we may reasonably require and as set forth in the Operations Manual. You must ensure that any transfer of a membership to the BUSINESS is done in accordance with applicable law.

9.14 DATA SECURITY AND DATA PRIVACY.

(1) *Data Events.* You shall use your best efforts to protect your customers and the System, including your members, against a cyber-event including, without limitation, a data breach or other identity theft or theft, misuse, unauthorized access, or improper handling of personal or healthcare information (collectively, a "Data Event"). If you become aware that it is reasonably likely that a Data Event has occurred, regardless of whether such event affects only the BUSINESS, in addition to any obligations you may have under applicable law, you shall (i) notify us as soon as possible and, in any event, no later than within twenty-four (24) hours of becoming aware that it is reasonably likely that a Data Event has occurred and (ii) promptly investigate the Data Event and remediate the source of any compromise or security breach at your expense. We reserve the right to perform and/or control all aspects of the response to such event to the maximum extent permitted by law including, without limitation, the investigation, containment and resolution of the event and all communications with the **PLANET FITNESS** franchise system, vendors and suppliers, members, law enforcement agencies, federal and state regulatory authorities, and the general public. In the event we elect to perform and/or control some or all aspects of the response to a Data Event you shall fully cooperate with all reasonable requests and inquiries and make all requested information, documents, systems, and personnel reasonably accessible and available. Our control of the response may potentially affect or interrupt operations of the BUSINESS but does not create any additional rights for you, entitle you to damages or relieve you of your indemnification obligations pursuant to Article 18.4. Notwithstanding our right to perform and/or control all aspects of the response to a Data Event, we agree to make commercially reasonable efforts to coordinate such response with you and your insurance carrier(s) and to reasonably cooperate with your insurance carrier(s) regarding insurance coverage of such Data Event to the extent reasonably practicable under the circumstances. You are solely responsible for providing any legally required notices and credit and transaction monitoring services and any other response required under applicable law, unless otherwise directed by us in writing.

(2) *Data Security and Privacy Standards.* You shall establish physical, technical and administrative safeguards against the loss, theft, mishandling, or improper alteration, or disclosure of data and unauthorized access to your systems consistent with current industry standards, including, but not limited to, encryption and redaction practices. You shall at all times comply with: (a) the Payment Card Industry Data Security Standards, (b) the NACHA ACH Security Framework, (c) Payment Rules, (d) applicable laws and regulations relating to electronic payments, data and/or personal information, privacy, data security and security breaches including, but not limited to, if applicable, state consumer privacy laws and laws implementing the European General Data Protection Regulation, and (e) our security policies and guidelines, all as may be amended from time to time ((a) through (e) collectively, "Data Rules"). You shall fully cooperate with us and our Affiliates in meeting our compliance obligations under applicable Data Rules and refrain from any action that may cause us or any of our Affiliates to violate any applicable Data Rule. You shall notify us immediately in the event you discover that you are not in compliance with the Data Rules. We may designate certain third-party consultant(s) to administer our data security program and evaluate your compliance with the aforementioned standards. You must meet promptly the reasonable requirements of any such consultant(s) and maintain those certifications of compliance that we deem appropriate in our reasonable discretion. We may require you to, at your expense: (a) use suppliers we designate or approve to provide data security or privacy services and/or audit your compliance with the Data Rules, and (b) provide us with evidence of compliance with the Data Rules (including copies of any audits) promptly upon our request. You are expected, at your expense, to obtain

independent advice from appropriate legal and security consultants (which may include consultants we require or designate) to ensure that you operate your BUSINESS at all times in full compliance with the Data Rules.

(3) *Limitations on Personal Data.* You agree to limit the collection of Personal Data to that which is reasonably necessary and proportionate to the operation of the BUSINESS in accordance with this Agreement, to provide all legally required notices to consumers at the time of such collection of Personal Data, and to not retain, use, process or disclose Personal Data for any other purpose. You may only retain, use, process or disclose Personal Data in accordance with applicable law. You may not sell, rent or license Personal Data nor disclose or authorize access to Personal Data to third parties (except your affiliates that are developing or operating **PLANET FITNESS** businesses in the United States) without our prior written approval. You shall comply with this Article 9.14 and our applicable minimum data policies with respect to all Personal Data.

9.15 <u>TECHNOLOGY</u>.

(1) *Technology Infrastructure.* You must have Internet access and an e-mail address. In addition to the requirements in Articles 4.5 and 4.6, you agree to purchase or lease, at your expense, such computer hardware, software, POS systems, billing systems, related accessories, network accessories, peripheral equipment, and services as we may specify for the purpose of, among other functions, recording financial and customer data, communicating with us, and operating the BUSINESS. You agree, at your expense, to establish the information technology infrastructure and processes that we require, regarding, without limitation, your computer systems, payment systems, customer systems, internal and external networks, back-up systems, mobile devices, and any other network access points. You agree, at your expense, to purchase such installation and support services as we may reasonably require, to keep all equipment, systems, and devices in good maintenance and repair, and to promptly update or install such additions, changes, modifications, substitutions or replacements as we direct. You agree that you will comply strictly with our standards and specifications for all equipment and processes associated with your computer systems and technology. You shall comply with our reasonable polices with respect to the use or download of software or SaaS/PaaS solutions in connection with the BUSINESS.

(2) *New Initiatives and Standards.* You acknowledge and agree that changes to technology are dynamic and not predictable within the Term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, and to protect against new and emerging technological risks, you and we agree that we shall have the right to establish, through our Operations Manual, reasonable new standards and initiatives for the implementation of technology in the System; and you agree that you shall abide by those reasonable new standards established by us, at your expense. You may be required to invest in and implement new technology initiatives at your own expense including, but not limited to, membership offerings, acceptance of new forms of payment, monitors, music, Internet TV broadcast, delivery of digital content related to the BUSINESS, software management applications, surveillance system, e-learning, and software applications designed to better manage business functions and control costs. We may designate the supplier you use for any goods and services associated with these and other initiatives. You further acknowledge and agree that such new standards and initiatives may require an investment in, without limitation, new hardware, software, training, procedures, vendors, and/or services. We will consult, in an advisory capacity, with the recognized franchisee association (or the appropriate subcommittee thereof) on issues related to new technology standards or initiatives that would require substantial capital expenditures by you.

(3) *Uniform Applicability.* We agree that the requirements in this Article 9.15 and the standards and specifications referenced hereunder also are applicable to the **PLANET FITNESS** Businesses owned by our Affiliates and by us.

9.16 DESIGNATED FRANCHISE PORTAL. You agree to actively use and monitor our then current Designated Franchise Portal in connection with the development and operation of your BUSINESS. You shall be deemed to be "actively using and monitoring" the Designated Franchise Portal if you, or any of your Owners, Responsible Owners, Approved Operators, and/or managers log in to the Designated Franchise Portal at least once per week.

10. MARKETING.

10.1 NATIONAL ADVERTISING.

(1) *NAF; Ad Fees.* Recognizing the value of advertising and marketing to the goodwill and public image of **PLANET FITNESS** Businesses and the **PLANET FITNESS** brand, we have established and administer a National Advertising Fund ("NAF") for the creation and development of marketing, advertising, digital, and related programs and materials, including electronic, print and Internet media as well as the planning and purchasing of national and/or regional (which, for clarity, may include one (1) or more designated market areas) network advertising to promote and enhance the **PLANET FITNESS** brand in such manner and media as we determine. You agree to contribute to the NAF such amounts that we prescribe from time to time, not to exceed three percent (3%) of the EFT Dues Draft for the calendar year (the "Ad Fee"), payable monthly via EFT in the same manner as the Royalty due hereunder. Subject to Appendix G, as of the Effective Date, the Ad Fee is two percent (2%) of the EFT Dues Draft. We may adjust the Ad Fee, subject to a maximum of three percent (3%) of the EFT Dues Draft, upon one hundred eighty (180) days' notice to you (the "Ad Fee Change Notice"). The Ad Fee Change Notice may be by e-mail in lieu of compliance with the requirements of Article 20. We reserve the right to change the three percent (3%) maximum limit on the Ad Fee (as well as the maximum limit on Local Advertising Funds contributions) in the future by gaining an approval vote under the Voting Procedures by either (i) sixty-six percent (66%) of all then existing company and franchised **PLANET FITNESS** Businesses in the United States, or (ii) fifty-one percent (51%) of all then existing franchised **PLANET FITNESS** Businesses in the United States.

If the BUSINESS has opened as of March 31 of the then-current calendar year, we may elect to collect all or a portion of the Ad Fee as follows:

During each month, you must contribute to the NAF an amount equal to the following percentages of the EFT Dues Draft each month (the "NAF Percentage"):

Month	NAF Percentage
January, February, March	3.6%
April, May, June	1.5%
July, August, September	1.5%
October, November, December	1.5%

We may increase the monthly NAF Percentage from the NAF Percentages in the chart above no more than once per quarter upon 15 days' prior notice; provided, however, we may not increase any of these monthly NAF Percentages by more than 30 basis points (*e.g.*, the NAF Percentage for November may never exceed 1.8%). There is no limit on our right to decrease the NAF Percentage. The Ad Fee may fluctuate by up to 1 basis point due to the estimation involved in calculating the December NAF Percentage. The notice requirement and limitation on increases do not apply to the December NAF Percentage adjustment discussed below.

In addition, if required, we will adjust the NAF Percentage applicable to the December EFT Dues Draft (the "December NAF Percentage") so that your NAF contributions for the year are equal to the Ad Fee. The December NAF Percentage will be based on the EFT Dues Draft and your NAF contributions to date and our forecast of the EFT Dues Draft in December.

We will reasonably adjust the monthly NAF Percentages to reflect any permitted changes in the Ad Fee. We will communicate these adjustments in the Ad Fee Change Notice. For the calendar year 2026, the Ad Fee in Appendix G applies.

(2) *Governance.* We will direct all programs financed by the NAF and retain the right to determine the creative concepts, materials and endorsements used therein and the geographic market and media placement and allocation thereof. We have sole decision-making authority over all aspects of such programs, including national or regional media, creative, concepts, materials, endorsements, agencies and suppliers. We will seek the advice of owners of **PLANET FITNESS** Businesses by formal or informal means with respect to the creative concepts and media used for programs financed by the NAF. In addition: we will consult, in an advisory capacity, with the recognized franchisee association (or the appropriate subcommittee thereof) on issues related to the NAF, and will develop and implement a framework for reporting and advisory consultation on the NAF budget, planning process and marketing strategy.

(3) *Qualifying Expenses.* You agree that the NAF may be used to pay any of the following expenses: (i) production of video, audio, electronic, written advertising materials and other member-facing content; (ii) website and mobile application design, development, content and updating; (iii) electronic advertising efforts, including, but not limited to, search engine optimization and social media networks and related platforms; (iv) marketing partnerships; (v) administration of regional and multiregional advertising programs; including, but not limited to, purchasing direct mail and other media advertising; (vi) advertising analytics, pricing studies and other market research; (vii) public relations; (viii) member communications; (ix) administrative, compliance and other costs associated with NAF activities; (x) engagement and use of advertising, promotion, public relations and marketing agencies to assist with NAF activities; and (xi) expenses incurred auditing local and national marketing agencies.

(4) *NAF Materials.* All marketing or other materials created using NAF funds shall be owned by us. The NAF will furnish you with samples of advertising, marketing formats, promotional formats and other materials at no additional cost to you when we deem appropriate. 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. You shall have no right to use or adapt marketing materials produced by the National Advertising Fund of another country, except as we may authorize.

(5) *Accounting.* The NAF 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 as we may incur in activities related to the administration of the NAF and its programs including, without limitation, conducting market research, preparing advertising promotion and marketing materials, and collecting and accounting for contributions to the NAF. Commissions, rebates or other similar payments from suppliers of marketing or other materials or products may only be received by the NAF in accordance with Article 5.8. While we intend to spend the entirety of the NAF each fiscal year, we may spend, on behalf of the NAF, in any fiscal year, an amount that is greater or less than the aggregate contribution of all **PLANET FITNESS** Businesses to the NAF in that year and the NAF may borrow from us or others (at a commercially reasonable rate of interest) to cover deficits or invest any surplus for future

use. All interest earned on monies contributed to the NAF will be used to pay advertising costs before other assets of the NAF are expended. We will prepare an annual statement of monies collected and costs incurred by the NAF within one hundred twenty (120) days following the close of the fiscal year and furnish the statement for the prior fiscal year to you upon written request. We have the right to cause the NAF 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 herein.

(6) *No Proportionality or Fiduciary Obligation.* Although we will endeavor to utilize the NAF to develop advertising and marketing materials and programs and to place advertising that will benefit all **PLANET FITNESS** Businesses, we undertake no obligation to ensure that expenditures by the NAF in or effecting any geographic area are proportionate or equivalent to the contributions to the NAF by **PLANET FITNESS** Businesses operating in that geographic area. Nor are we under any obligation to ensure that any **PLANET FITNESS** Business will benefit directly or in proportion to its NAF contributions paid to the NAF from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this Article 10.1, we assume no direct or indirect liability or obligation to you with respect to collecting amounts due to, or maintaining, directing or administering the NAF. We do not act as trustee or in any other fiduciary capacity with respect to the NAF.

(7) *Deferral, Reduction and Termination.* We reserve the right to defer or reduce contributions of a **PLANET FITNESS** Business and, upon thirty (30) days' prior written notice to you, to reduce or suspend your payment of contributions to the NAF and suspend operations of the NAF for one (1) or more periods of any length and to terminate (and if terminated, to reinstate) the NAF. If the NAF is terminated, all unspent monies on the date of termination will be distributed to our then-current franchisees in proportion to their respective contributions to the NAF during the preceding three (3) month period, and amounts required to be paid pursuant to Article 10.1 above shall be added to amounts required to be expended pursuant to Article 10.2 below.

10.2 <u>LOCAL ADVERTISING</u>.

(1) *Pre-Sale and Grand Opening Marketing.* You will conduct pre-sale and grand opening marketing for the BUSINESS.

(a) You will collaborate with us to develop a plan for your pre-sale marketing (the "Pre-Sale Marketing Plan") and for your grand opening marketing (the "Grand Opening Marketing Plan" and together with the Pre-Sale Marketing Plan, the "Pre-Sale/Grand Opening Marketing Plans"). The Pre-Sale/Grand Opening Marketing Plans shall each contain the Marketing Plan Items. You shall submit to us for approval a draft of the (a) Pre-Sale Marketing Plan no less than forty-five (45) days before you commence your Pre-Sale, and (b) Grand Opening Marketing Plan no less than forty-five (45) days before your intended Business Commencement Date. Our approval of the Pre-Sale/Grand Opening Marketing Plans shall be based on their compliance with our Methods of Operation and shall not be unreasonably withheld, conditioned or delayed. We will either approve or disapprove the applicable Pre-Sale/Grand Opening Marketing Plans within fourteen (14) days of submission of such plan to us, and, in the case of our disapproval, we will provide feedback on the plan submitted. If there is a material delay in the commencement of BUSINESS operations, the Pre-Sale/Grand Opening Marketing Plans must, upon our request, be resubmitted for our re-approval.

(b) The pre-sale/grand opening marketing period begins no less than sixty (60) days immediately preceding your intended Business Commencement Date, and it may

last as long as one hundred eighty (180) days after commencing BUSINESS operations ("Pre-Sale/Grand Opening Marketing Period"). You must spend an amount set by us, which shall be no less than Twenty Thousand U.S. Dollars ($20,000) per every thirty (30) days and may be up to Thirty Thousand U.S. Dollars ($30,000) per every thirty (30) days, during the Pre-Sale/Grand Opening Marketing Period on your pre-sale/grand opening marketing obligations (the "Pre-Sale/Grand Opening Marketing Expense"), provided that the cumulative Pre-Sale/Grand Opening Marketing Expense shall not exceed One Hundred and Twenty Thousand U.S. Dollars ($120,000) absent a material delay in the commencement of BUSINESS operations. We will determine, after consultation with you, the amount of the Pre-Sale/Grand Opening Marketing Expense and the length and start date of the Pre-Sale/Grand Opening Marketing Period based upon the location of the BUSINESS, demographics and other factors. Upon written request from you, we may, in our sole discretion, reduce the length of the Pre-Sale/Grand Opening Marketing Period and the monetary amount of the Pre-Sale/Grand Opening Marketing Expense actually required to be committed during the Pre-Sale/Grand Opening Marketing Period, based on, among other things, market saturation and the existence of any Cooperative (if one exists in your region) in which you participate.

(c) Unless the local marketing agency provides us with such information, you must submit to us in the format we designate (i) at least fourteen (14) days prior to your intended Business Commencement Date, your planned media spend under your Grand Opening Marketing Plan, (ii) within fourteen (14) days after your Business Commencement Date, your actual spend in executing your Pre-Sale Marketing Plan, and (iii) within fourteen (14) days after the end of each month after the Business Commencement Date during the Pre-Sale/Grand Opening Marketing Period, your actual spend in executing your Grand Opening Marketing Plan.

(d) If you materially fail to execute your approved Pre-Sale Marketing Plan or Grand Opening Marketing Plan, we may, after providing you with written notice and a fourteen (14) day opportunity to commence or continue the execution of such plan, execute such plan on your behalf and at your expense, which may include the administrative costs we actually incur, based on a reasonable allocation of personnel salaries for the time spent by our employees to administer the plan on your behalf. You agree that the expense we incur on your behalf shall be owed to us, shall be promptly paid to us by you and, if not paid to us within fourteen (14) days of our invoice, shall be collectible by us on demand as described in Article 5.9.

(2) *Ongoing Local Marketing*. You agree to conduct ongoing local marketing for the BUSINESS.

(a) In addition to the contributions you pay to the NAF and the Pre-Sale/Grand Opening Marketing Expense, you agree to spend at least the following amounts on local advertising and promotion ("Local Advertising Funds" or "LAF"), subject to Appendix G for the calendar year 2026:

(i) For each calendar year, the greater of (i) $60,000 or (ii) 7% of cumulative Monthly EFT for that year;

(ii) During the first quarter of each calendar year, the greater of (i) $24,000 or (ii) 10% of cumulative Monthly EFT for the first quarter; and

(iii) During the second, third and fourth quarters of each calendar year, the greater of (i) $4,000 or (ii) 3% of cumulative Monthly EFT during each month in

those quarters (and any additional amounts necessary to comply with Article 10.2(2)(a)(i) above).

If the BUSINESS is not open for an entire month, quarter, or year, the minimum dollar amount you are required to spend for such month, quarter, or year will be prorated for the portion of the year, quarter, or month the BUSINESS was open. The minimum percentages will not be prorated. We will reasonably adjust the contribution requirements in Article 10.2(2)(a) to reflect any changes in the Ad Fee. We will communicate these adjustments in the Ad Fee Change Notice. Your LAF expenditure requirements plus the Ad Fee will not exceed nine percent (9%) of the EFT Dues Draft. For the calendar year 2026, the Local Advertising Funds requirements in Appendix G apply.

(b) In the event you and/or your Affiliates own and operate multiple BUSINESSES in the same market area, as defined by us, and the LAF spending for those BUSINESSES are not separated, so long as the BUSINESSES spend an amount that would satisfy the LAF obligations for all of the BUSINESSES in the aggregate, you shall be deemed in compliance with Article 10.2(2), except, if we otherwise require during a BUSINESS'S first year of operation or if, in our reasonable business judgment, hyper-marketing for the BUSINESS is necessary due to market conditions (for example, competition). If there is no Cooperative in your area, we may require you to spend a portion of your required LAF expenditure at the designated market area-level.

(c) If you believe that your BUSINESS should not be required to spend the LAF at the levels specified above, you may request approval for an alternative local marketing plan with a lower proposed LAF ("ALMP") by submitting a proposed ALMP and specifying the reasons therefor, for approval by us. We will use reasonable efforts to respond to such request within sixty (60) days after you have provided us all information we have requested. Such decision, in our reasonable business discretion, will be based on such factors as market saturation, competition and participation in an approved Cooperative, among other factors. If such ALMP is approved by us in writing, your compliance with the ALMP shall constitute compliance with this Article 10.2. For the avoidance of doubt, the approval of an ALMP shall not grant you an automatic right to any future ALMP.

(d) If you do not comply with the requirements of this Article 10.2(2), we may, in addition to any other rights and remedies provided herein, after providing you with written notice and an opportunity to cure (as set forth below), (i) collect your LAF contributions from you plus an amount equal to the administrative costs we actually incur, based on a reasonable allocation of personnel salaries, benefits, and overhead for the time spent by our employees to administer the LAF on your behalf, as provided in Article 5.9 hereof, and administer the LAF on your behalf, or (ii) collect the amount by which your LAF expenditures fell short of the required LAF spend (the "LAF Shortfall") from you, as provided in Article 5.9 hereof, and contribute such amount to the NAF. In order to cure a failure to spend the amount required in Article 10.2(2), you must, within ninety (90) days after you are notified of such failure, (a) spend all or a portion of the LAF Shortfall toward local advertising in compliance with this Article 10.2(2) and (b) contribute any remaining LAF Shortfall to the NAF. Such cure shall not be credited towards your LAF requirement or NAF contribution for any subsequent period. Qualifying funds spent on local advertising during a subsequent period will be first applied to meeting the applicable requirements for that period and then applied against any applicable LAF Shortfall. If you receive notice from us of a failure to comply with the requirements of this Article 10.2(2) more than once in any thirty-six (36) month period of time, in addition to any other rights or remedies we may have

herein and under applicable law, we may collect the LAF Shortfall from you as provided in Article 5.9 hereof and contribute such amount to the NAF, without any opportunity to cure.

(e) We may collect the LAF (in whole or in part) from you and other franchisees if, in our business judgment, we determine such conduct is appropriate. We shall provide you with not less than thirty (30) days' notice of any determination by us which changes the amount of the LAF you must spend or the method of its expenditure, with any increase to the required LAF spend being subject to approval pursuant to the voting requirements of Article 10.1. LAF contributions will be payable on the first Business Day following the immediately preceding Monthly Membership Accounting Period together with the Royalty due hereunder. Said funds may be collected from you as provided in Article 5.9. The LAF monies will be used to pay for the cost of implementing local marketing plans developed by you and approved by us or to reimburse you (up to an amount not to exceed the LAF contributions so collected) for the costs incurred by you in implementing local marketing plans developed by you and approved by us.

(3) *Relocation Marketing.* In the event of a Relocation of the BUSINESS, you agree to collaborate with us to develop a marketing plan for your relocation (the "Relocation Marketing Plan"). The Relocation Marketing Plan may cover the period beginning up to sixty (60) days prior to the Relocation and ending up to sixty (60) days following the Relocation (the "Relocation Period") and shall contain the Marketing Plan Items. You shall submit to us for approval a draft of the Relocation Marketing Plan at least one hundred twenty (120) days before the intended Relocation date. Our approval of the Relocation Marketing Plan shall be based on its compliance with our Methods of Operation and shall not be unreasonably withheld, conditioned or delayed. We will either approve or disapprove the Relocation Marketing Plan within fourteen (14) days of submission of such plan to us, and, in the case of our disapproval, we will provide feedback on the plan submitted. You must spend an amount set by us, which may be up to Thirty Thousand U.S. Dollars ($30,000) per every thirty (30) days, during the Relocation Period in accordance with your Relocation Marketing Plan. Such expenditures, if made in compliance with this Article 10.2, will count towards your LAF spending requirements.

(4) *Qualifying Expenditures.* Qualifying marketing expenditures under this Article 10.2 may include: (x) amounts spent by you for advertising media such as television, radio, Internet, newspaper, billboards, posters, direct mail, collateral and promotional items, advertising on public vehicles (transit and aerial) and, if not provided by us, costs of producing approved materials necessary to participate in these media; and (y) only with respect to ongoing local marketing expenditures under Article 10.2(2), amounts contributed to Cooperatives. Amounts spent for items that we, in our reasonable judgment, deem inappropriate for meeting your minimum advertising requirements under this Article 10.2 will not count towards such requirements. Such non-qualifying expenditures include, but are not limited to, interior or exterior signage, promotional club expenses for items to be distributed onsite (such as T-shirts, pens, stickers, pizza, bagels, and member identification, but excluding other mandatory giveaway items), lighting, preparing the physical location of the Pre-Sale, the start-up inventory, furniture, fixtures, software, equipment or supplies we require you to obtain prior to commencing operation of the BUSINESS, labor, personnel salaries or administrative costs, consulting fees, transportation vehicles (even though such vehicles may display the Marks), Yellow Pages advertising, discounts, free offers, member retention efforts (other than working media) and employee incentive programs. We reserve the right to modify the list of qualifying and non-qualifying advertising expenditures in the Operations Manual from time to time.

(5) *Approved Materials and Vendors.* All advertising or promotional materials or programs used in marketing the BUSINESS (including all sponsorships and partnerships) must be pre-approved by us. At least thirty (30) days prior to the production of any advertising and promotional materials not prepared or previously approved by us, you must submit written samples of such material for our approval. If you do not receive written approval from us within fifteen (15) days after our receipt of such materials, such materials will be deemed disapproved. Pursuant to Article 6.6, we own the copyrights to anything so created, whether approved by us or not. You may not use any advertising or promotional materials that we have disapproved. You may only work with pre-approved marketing suppliers and you must work with an advertising or media agency that is an Approved Supplier to administer your LAF spending. You must facilitate communication between such agency and us related to the marketing of the BUSINESS. You must follow billing guidelines that we reasonably require. In addition to all other rights and remedies provided herein and under applicable law, (a) any funds spent on advertising or promotional materials or programs not approved by us or using marketing suppliers not approved by us shall not count towards your marketing expenditure requirements hereunder, and (b) you shall indemnify us for our costs (including, but not limited to, outside legal fees) in unwinding unapproved partnerships and programs.

(6) *Annual Marketing Plan.* At our request, you must submit an annual marketing plan that shall include the Marketing Plan Items. Such plan must be submitted within forty-five (45) days of our request. At our request or at your option, such plan will aggregate the required information among all **PLANET FITNESS** Businesses owned by you or your Affiliates within a designated market area. We may request quarterly updates to the annual marketing plan, which you agree to provide us within thirty (30) days of our request. You must provide us with access to the marketing plans and marketing materials related to the BUSINESS. If marketing plans and/or other materials are prepared for you by a supplier, you must authorize and require such supplier to share them with us. If you or your Affiliates have previously not complied with any of the marketing requirements set forth in this Agreement or another agreement with us or our Affiliates, or if we determine that you are marketing the BUSINESS in a manner that is materially inconsistent with conventional industry practices or applicable law, in addition to our other rights and remedies, we may require that, upon written notice to you, your annual marketing plan be approved by us before its use. In such case, our approval shall not be unreasonably withheld, conditioned, or delayed.

(7) *Reporting.* You shall provide us in a timely manner with such reporting and documentation regarding your marketing of the BUSINESS as we may reasonably request, which may include, for example, projected and actual spending data, tactical allocation, copies of invoices and other relevant documentation. You shall provide such reports and documentation in the format and at the times we may reasonably specify in the Operations Manual.

(8) *Compliance.* We may, pursuant to Article 12 hereof, inspect and audit, or cause to be inspected and audited, your BUSINESS records to confirm your compliance with this Article 10.2. If such inspection or audit discloses material non-compliance with this Article 10.2, you shall reimburse us as described in Article 12.3. Such reimbursement is in addition to our other rights and remedies under this Agreement and under applicable law.

10.3 **ADVERTISING COOPERATIVES.** We have the right to establish, reconfigure, or approve local and/or regional advertising cooperatives for **PLANET FITNESS** Businesses in your local or regional areas, covering such geographical areas as we may designate from time to time ("Cooperatives"). You must participate in any such Cooperative and its programs and abide by its

by-laws. If your BUSINESS is within the territory of an existing Cooperative as of the Business Commencement Date, you agree to immediately become a member of the Cooperative. If a Cooperative applicable to your BUSINESS is established during the Term of this Agreement, you agree to become a member no later than thirty (30) days after the date approved by us for the Cooperative to commence operation. The following provisions shall apply to each Cooperative:

(1) Each Cooperative shall utilize a voting system approved by us.

(2) Each Cooperative shall be organized and governed in a form and manner, and shall commence continuous operations on a date approved in advance by us in writing. No changes in the by-laws or other governing documents of a Cooperative shall be made without our prior written consent. We may have one or more of our representatives attend Cooperative meetings.

(3) Each Cooperative shall be organized for the exclusive purpose of administering advertising programs and developing, subject to our approval, promotional materials for use by the members in the Cooperative on a continuous, year-round basis.

(4) No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without prior approval by us pursuant to Article 10.3(6) below.

(5) You and each other member of the Cooperative shall contribute to the Cooperative, using a billing and collection structure selected and established by us, the amount determined in accordance with the Cooperative's bylaws. Any **PLANET FITNESS** Businesses owned by us or any of our Affiliates located in such designated local or regional area(s) will contribute to the Cooperative on the same basis. If you fail to make a payment to the Cooperative, as required by the bylaws of the Cooperative, and you do not cure such failure within ten (10) days of receiving written notice from us or notify us that the amount allegedly owed is in a Bona Fide Dispute, we may collect such amount owed from you as provided for in Article 5.9 hereof and pay such amount owed to the Cooperative on your behalf. Contributions to such local and/or regional advertising cooperatives are credited towards the advertising expenditures required by Article 10.2(2); however, if we provide you and your Cooperative ninety (90) days' notice of a special promotion, including any national or regional campaigns, partnerships or promotions, you must participate in such promotion and pay to us any special promotion advertising fees assessed in connection therewith, beginning on the effective date of such notice and continuing until such special promotion is concluded. Any such special promotion advertising fees shall be in addition to, and not credited towards, the other advertising expenditures and commitments required of you by this Article 10. We reserve the right to require the members of the Cooperative to contribute a minimum amount to the Cooperative, provided, however, that in no event will your required contribution exceed your required LAF payments under Article 10.2 hereof.

(6) All advertising and promotion by you and the Cooperatives shall be in such media and of such type and format as we may approve, shall be conducted in a dignified manner, and shall conform to such standards and requirements as we may specify and to applicable law. You or the Cooperative shall submit written samples of all proposed advertising and promotional plans and materials to us for our approval (except with respect to prices to be charged) at least thirty (30) days before the intended use of such plans and the production of such materials, unless such plans and materials were prepared by us or have been approved by us to be used in your marketing area (as defined by us) within the previous twelve (12) months. Pursuant to Article 6.6, we own the copyrights to anything so created, whether approved by us or not. We may also require the Cooperative to submit annual or other periodic marketing plans to us for our prior approval. We may require that such plans be submitted within forty-five (45) days of our request, or, on an annual basis, at least ninety (90) days prior to the proposed execution thereof, and that such plans contain the

Marketing Plan Items. Proposed advertising plans or materials shall be deemed to have been disapproved if they have not been approved by us within fifteen (15) Business Days after their receipt by us. Our approval of such plans shall not be unreasonably withheld or conditioned. We may require the Cooperative to work with an advertising or media agency that we designate or have approved to administer its advertising. Our review and approval of your or a Cooperative's advertising materials is solely for the purpose of ensuring that such materials meet our standards. You and the Cooperative are solely responsible for ensuring that such materials comply with applicable law.

(7) At our request, you shall furnish us with copies of such information and documentation evidencing your Cooperative contributions as we may require in order to evidence your compliance with this Article 10.3.

10.4 **SPECIAL MARKETING PROGRAMS AND CAMPAIGNS.** We may, upon reasonable notice to you (which may be by e-mail in lieu of compliance with the requirements of Article 20), require you to:

(1) participate in and contribute funds to special marketing programs (which may include national campaigns, marketing partnerships and promotional offers) that we develop and administer from time to time (the "Special Marketing Program Fee"). The Special Marketing Program Fee for any one special marketing program may not exceed 7% of Monthly EFT for a single month. The Special Marketing Program fee may be fully assessed in a single month or spread across months (e.g., 1% of Monthly EFT in the first month, 3% of Monthly EFT in the second month and 3% of Monthly EFT in the third month). The Special Marketing Program Fee shall be counted toward your required LAF expenditure for the applicable period or such longer period as we may reasonably determine. We may collect the Special Marketing Program Fee from you as provided in Article 5.9 hereof.

(2) spend local marketing funds in general alignment with national campaigns. Such funds shall be counted towards your required LAF expenditures, provided that they are otherwise spent in compliance with Article 10.2 hereof.

10.5 **PARTICIPATION IN INTERNET WEBSITES OR OTHER ELECTRONIC COMMUNICATIONS.** You must, at your expense, participate in designated **PLANET FITNESS** websites and mobile applications on the Internet, including without limitation an intranet system and third-party websites that we designate, unless we otherwise approve in writing. We determine the content and use of the Internet websites and mobile applications, and have the sole right to establish the rules under which franchisees may or must participate in the Internet websites and mobile applications or separately use the Internet or other on-line communications. We retain all rights relating to the **PLANET FITNESS** Internet websites and mobile applications and may alter or terminate such websites or mobile applications. Your general conduct on the Internet websites, mobile applications, or other authorized electronic communications, and specifically your use of the Marks or any advertising on the Internet websites, mobile applications, or other authorized electronic communications (including the domain name and any other Marks we may develop as a result of participation in the Internet websites or other on-line communications), is subject to the provisions of this Agreement and the related standards and restrictions we specify from time to time in the Operations Manual. Without our prior written consent, you may not use, reference or otherwise promote the Marks or System in connection with any current or future form of social media networks or platforms, including, without limitation, Facebook, Instagram, Twitter, and LinkedIn, TikTok, Snapchat and Pinterest; online review or opinion sites like Google Business Profiles or Yelp; live-blogging tools; virtual worlds, avatars, and metaverses, and other similar social networking or media sites or tools, except in accordance with the related standards and restrictions we specify from time to time in the Operations Manual. For any of your social media accounts (whether authorized or not) that utilize or promote the Marks or System, you shall, upon our request, either remove all references to the Marks and/or System or provide us with access to

such social media accounts. Your electronic communications with customers must comply with the standards and restrictions we reasonably specify from time to time in the Operations Manual and with applicable law. You may not create, license or purchase digital fitness classes, content, instruction or advice using the Marks or otherwise without our prior written approval. You acknowledge that certain information obtained through your participation in the **PLANET FITNESS** Internet websites and mobile applications may be considered Confidential Information, including access codes and identification codes. Your right to participate in the **PLANET FITNESS** Internet websites, intranet system, mobile applications or other **PLANET FITNESS** computer systems or otherwise use the Marks or System on the Internet terminates when this Agreement terminates or expires, without your acquisition of a successor franchise.

10.6 **STANDARDS FOR ADVERTISING, MARKETING AND PROMOTION.** You agree that any advertising, promotion and marketing you conduct will be (a) clear and factually accurate, (b) not misleading and (c) in compliance with the highest standards of ethical marketing, the marketing policies we prescribe from time to time and applicable law. We make no representation that the advertising materials provided by us or the NAF comply with the law of your jurisdiction. Neither you, nor any of your Owners, may present themselves or authorize anyone to speak on their behalf as a representative of the **PLANET FITNESS** brand without our prior written approval. You shall comply with our then-current policies related to your use of the Marks in connection with media, public relations and government relations activities. You may not post any on premises signage or use the Marks in connection with advertising, promoting, opposing, protesting or otherwise addressing social, political or religious messages, candidates or organizations, except for positive social messages and charitable organizations that we have pre-approved as aligned with the mission of the **PLANET FITNESS** brand. If, in our discretion, we determine that any promotional or marketing plan, campaign or materials you are using are objectionable or inconsistent with our Methods of Operation or the **PLANET FITNESS** brand, you must, upon our request, promptly discontinue use of the promotional or marketing plans, campaigns and/or materials.

10.7 **NATIONAL OFFERS AND CAMPAIGNS.** Subject to applicable law, you must participate in all required national campaigns and promotional offers we designate from time to time, which may require you, among other things, to waive or reduce enrollment fees, or offer lower prices for memberships or other products and services. You also may be required to participate in a campaign or promotional offer that requires your donation to a charity, provided that 1) the **PLANET FITNESS** Businesses owned by our Affiliates and by us also participate in such campaign or offer and 2) your required donations are limited to member enrollment (or then-equivalent) fees, or a portion thereof. During national promotional offers or national campaigns with paid search support, you may not purchase competing search terms.

11. RECORDS, REPORTS AND FINANCIAL STATEMENTS.

11.1 **RECORDS.** You agree to establish and maintain at your own expense a bookkeeping, accounting and record keeping system conforming to the requirements and formats we prescribe from time to time. You agree to prepare and to maintain during the Term of this Agreement and for three (3) years thereafter complete and accurate books, records (including invoices and records relating to your advertising expenditures) and accounts (using our then-current standard chart of accounts) for your BUSINESS, copies of your sales tax returns and such portions of your state and federal income tax returns as relate to your BUSINESS. During the Term, all such books and records shall be kept at your principal address, unless we otherwise approve. You must record all sales on the POS systems and/or billing systems we designate. You must provide such assistance as may be required to connect your computer system and technology with our network. We have the right, without prior notice to you, to retrieve such data and information from your computer system as we deem necessary or desirable, including the right to obtain such information from vendors, and you agree to fully cooperate with such efforts.

11.2 **PERIODIC REPORTS**. You must, upon our written request, furnish us:

(1) within thirty (30) days after the end of each fiscal quarter, a quarterly balance sheet, income statement and statement of cash flow of your BUSINESS for such quarter, reflecting any adjustments and accruals;

(2) within ninety (90) days after the end of each fiscal year, a year-end balance sheet, income statement and statement of cash flow of your BUSINESS for such year, reflecting all year-end adjustments and accruals; and

(3) within thirty (30) days of our request, such other information as we may reasonably require from time to time, including sales and cost data and sales and income tax statements and non-financial information. All financial reports shall use our then-current standard chart of accounts.

11.3 **VERIFICATION.** You agree to verify and sign each report and financial statement in the manner we prescribe. We reserve the right to require that your annual financial statements be audited, at your expense, by an independent certified public accountant approved by us. We reserve the right to publish or disclose information that we obtain under this Article as provided in Article 19.18 hereof.

11.4 **USE OF DATA.** You shall use all Confidential Information and Business Information solely in connection with the BUSINESS, and subject to the terms of this Agreement, any other limitations that we may reasonably impose in writing from time to time, and applicable law. We will have the right to access and use the Business Information in any manner that we deem appropriate without compensation to you. You agree to make all Business Information accessible to us promptly upon our request. Notwithstanding the foregoing, you may, after the Term of this Agreement, keep and retain any and all Business Information and records related to the same to the extent required for tax, accounting, and legal purposes only, but may not use Business Information for any other purpose. We may, at our option, provide you with financial and other information derived from the System, including information contained in or resulting from information, data, materials, statements and reports related, directly or indirectly, to the BUSINESS (collectively, "System Data"). You acknowledge that any sharing of data between us is not for monetary or other consideration (and therefore shall not constitute a sale of such information) and is solely to facilitate our respective provision of services and the operation of the BUSINESS as contemplated herein. Personal Data and System Data shall be subject to the restrictions of Article 8 hereof.

12. INSPECTIONS AND AUDITS.

12.1 **OUR RIGHT TO INSPECT THE BUSINESS.** To determine whether you and the BUSINESS are complying with this Agreement and the mandatory Methods of Operation, we and our designated agents have the right at any time during your operating hours, and without prior notice to you, to:

(1) inspect the BUSINESS;

(2) observe, photograph, videotape and make other electronic records of the operations of the BUSINESS for such consecutive or intermittent periods as we deem necessary;

(3) remove samples of any products, materials or supplies for testing and analysis;

(4) interview personnel and customers of the BUSINESS;

(5) inspect and copy any books, records (whether electronic or hard copy) and documents relating to your operation of the BUSINESS, including member and membership information; and

(6) retrieve such data and information from your computer system or computer systems which are licensed by you, such as the dues processing platform or accounting platform, including obtaining such information from third parties or vendors.

12.2 **COOPERATION.** You agree to cooperate with us fully in connection with any such inspections, observations, photographing, videotaping, creation of other electronic records, product removal and interviews. We shall have the right to take photographs, videos and other electronic records of the BUSINESS and associated signage and premises and to use the foregoing for any purpose including in any advertising or promotional material, in any form or medium now existing or later developed. We may use the foregoing without providing notice to you or receiving your consent, and we shall not be obligated to make attribution or to compensate you for use of the foregoing. Upon our request, you shall cooperate with us in taking and arranging for such photographs, videos and other electronic records and for obtaining the necessary consents of or assignments from individuals depicted in or involved in the foregoing. You irrevocably assign to us all of your right, title and interest, if any, in and to all such photographs, videos and other electronic records, together with all related intellectual property rights. You agree to present to your customers such evaluation forms that we periodically prescribe and to participate and/or request your customers to participate in any surveys performed by us or on our behalf.

12.3 **OUR RIGHT TO AUDIT.** We have the right at any time during your operating hours, and without prior notice to you, to inspect and audit, or cause to be inspected and audited, your (if you are an Entity) and the BUSINESS's business, bookkeeping and accounting records, sales and income tax records and returns, marketing documentation, vendor documentation, and other records, but excluding employment records. You agree to cooperate fully with our representatives and independent accountants to conduct any such inspection, review or audit. In the event such inspection, review or audit (a) arises from your failure to furnish reports, supporting records or other information as herein required, or to furnish such items on a timely basis, (b) discloses or confirms your material noncompliance with this Agreement (which, for the avoidance of doubt, does not include minor operational noncompliance), or (c) is a follow-up audit arising from your prior noncompliance with this Agreement disclosed in connection with an audit or inspection, you agree to reimburse us for our costs. Such costs may include, but are not limited to, the travel expenses, room and board and compensation of our employees, attorneys' fees and the fees of accountants, auditors or other third-party service providers, and the cost of additional follow-up inspections or assessments. In the event an inspection or audit reveals that any payments have been understated in any report to us, then you shall immediately pay to us the amount understated upon demand, in addition to interest from the date such amount was due until paid, as provided in Article 5.4 hereof. The foregoing remedies are in addition to our other remedies and rights under this Agreement and applicable law.

13. TRANSFER.

13.1 **BY US.** We have the right to directly or indirectly sell, assign, pledge, novate or otherwise transfer, in whole or in part, our interest in this Agreement, and any such sale, assignment, pledge, novation or other transfer shall inure to the benefit of any assignee, transferee, novatee or other legal successor to our interest. Any of our Affiliates may transfer, sell, pledge, dispose of, or otherwise convey, their ownership rights in us or any other of our Affiliates, by operation of applicable laws or otherwise, including by public offering, to any person without your consent. If we assign or transfer our rights or obligations under this Agreement to a third party who expressly assumes our obligations as provided in this Article 13.1, (i) we will notify you of such sale, assignment, novation or other transfer after the fact; and (ii) from the date of our notice, we will not be responsible for the obligations transferred and you will be bound to accept performance from such third party without the need to enter into any further document (regardless of whether you have executed a document reflecting such change).

13.2 **BY YOU.** You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are an Entity, to your Owners) and that we have granted the Franchise

to you in reliance upon our perceptions of your (or your Owners') individual or collective character, skill, aptitude, attitude, business ability, acumen and financial capacity. Accordingly, you shall ensure that no Transfer shall occur without our prior written approval, subject to Article 13.4. Any such unapproved Transfer constitutes a material breach of this Agreement and is void and of no effect. Any Transfer of ownership, possession or control of the BUSINESS, which for the avoidance of doubt, includes, for example, a pledge, collateral assignment or grant of a security interest in this Agreement in connection with any transaction, is subject to compliance with this Article 13.

13.3 **CONDITIONS FOR APPROVAL OF TRANSFER.** We will not unreasonably withhold our consent to a proposed Transfer. All of the conditions set forth below must be met prior to or concurrently with the effective date of the proposed Transfer; your and/or the proposed transferee's failure to meet any such condition is a reasonable basis for withholding our consent to the Transfer.

(1) *Compliance.* You are in substantial compliance with this Agreement; you and your Affiliates have paid all amounts owed to us and our Affiliates related to this Agreement or any other agreement entered into between you, your Affiliates, or your Owners and us or our Affiliates. If you have failed to spend the amounts required by Article 10.2(2) during the Term of this Agreement, we may require you to contribute any LAF Shortfall to the NAF prior to the closing of the Transfer in order to satisfy this condition.

(2) *Transferee.* The proposed transferee and its direct and indirect owners must be of good moral character and otherwise meet our then applicable and reasonable standards for **PLANET FITNESS** franchisees. The proposed transferee and its Affiliates, and, if you will retain the Franchise post-transaction, you and your Affiliates, must have demonstrated that they (and you, if applicable) will have reasonably adequate cash available, reasonably projected financial resources and a reasonably acceptable capital structure, after taking into account current assets and liabilities, reasonably projected future cash flows and obligations, and reasonable assumptions related to financing and potential business and economic fluctuations, to meet their development, re-equipment, remodeling and other obligations to us and our Affiliates in connection with this Agreement and any other **PLANET FITNESS** Businesses or development rights they own or are acquiring. You have disclosed to us all ownership information, including, but not limited to any trust, charitable organization or donor-advised fund, which will become an Owner pursuant to the Transfer. Any trust instrument has been reviewed by us and our external legal counsel at your expense, and the material terms of such trust have been approved by us in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. As a condition to our approval, we may reasonably request changes to the material terms of a trust instrument or other estate planning document to protect our interests and the interests of the System.

(3) *Transfer Terms.* You have disclosed to us all material terms of the Transfer along with any additional information we reasonably request regarding your or the transferee's financial and operational capacity to operate the BUSINESS after the Transfer. We approve of the terms of such Transfer as not materially and adversely impacting the transferee's operation of the BUSINESS following the Transfer, which approval shall not be unreasonably withheld, conditioned or delayed.

(4) *Agreements.* You (and your transferring Owners) have executed (a) a General Release and (b) a written affirmation confirming that (i) you and/or any transferring Owner(s) remain bound by the restrictions and obligations contained in Articles 16.5, 16.6, 16.7, 18.4 and Appendix C hereof as if this Agreement had terminated and (ii) the provisions of Article 19.9, 19.10, 19.11 and 19.12 survive the partial or full Transfer of an Owner's interest in you (although such provisions will continue to apply regardless of whether you and/or any transferring Owner(s) actually execute such

written reaffirmation). If and to the extent reasonably enforceable under applicable law, your transferring Owners have executed an agreement with you, of which we are a party or a third-party beneficiary and may independently enforce, providing that for at least two (2) years from the date of the Transfer, with such time period to be tolled by any violation thereof, they will not, either directly or indirectly, compete with you and your Affiliates. Except as otherwise provided in Article 13.3(6)(c), this Agreement has been amended to reflect the post-Transfer ownership and your new Owners have signed Appendix C hereof. Silent Investors shall not be required to sign the agreements described in this Article 13.3(4).

(5) *Costs.* You have reimbursed us for any reasonable external (i.e., not in-house) legal and administrative costs we incurred in connection with the Transfer.

(6) *Third-party Transfers.* If the proposed Transfer is a Third-Party Transfer, the following additional conditions must be reasonably satisfied prior to or concurrently with the effective date of the proposed Transfer:

(a) *Transferee.* We have approved the proposed transferee, based on our reasonable assessment of the proposed transferee and its direct and indirect owners, and the capabilities and characteristics of any existing or acquired business and management team and, if applicable, remaining Owners. In connection with our assessment, we may consider:

(i) the proposed transferee's moral character, aptitude, attitude, experience, references, acumen and financial capacity to operate the BUSINESS;

(ii) the proposed transferee's business plan for the BUSINESS;

(iii) the infrastructure in place or to be created to develop and operate the BUSINESS (together with any other **PLANET FITNESS** Businesses the proposed transferee may own);

(iv) other investments of the proposed transferee (including, but not limited to, competing investments, quantity of other investments, or incompatibility of other investments with our values or brand image); and

(v) if the proposed transferee is an existing **PLANET FITNESS** franchisee, its and its Affiliates' (a) record of acquisition, development, operations (including size of current operations and existing development obligations and any resulting systemic concentration), and performance and (b) compliance with existing agreements with us and our Affiliates.

Unless otherwise approved in writing by us, the transferee may not be an Entity, or be affiliated with an Entity, that is required to comply with the reporting and information requirements of the Securities Exchange Act of 1934, as amended.

(b) *Training.* The transferee (or its Responsible Owner) and its managers and certain other personnel we may require must have completed Initial Training or must be currently certified by us to operate and/or manage a **PLANET FITNESS** Business to our satisfaction prior to the closing of the Transfer.

(c) *Agreements.* If the Transfer is of a non-Controlling Interest in you, which is not one of a series of proposed Transfers which, in the aggregate, would constitute or result in the transfer of a Controlling Interest in you, the transferee has agreed to be bound by all of the terms and conditions of this Agreement for the remainder of the Term. Otherwise, the transferee shall execute our then-current standard form of franchise agreement and related documents (which may provide for

different royalties, advertising contributions and expenditures and other rights and obligations than those provided for in this Agreement, and will have a term equivalent to the remainder of the Term), provided, however, that, if this Agreement contains a Royalty of at least 6.59% of the EFT Dues Draft, (y) the franchise agreement shall contain terms at least as favorable to the transferee related to Vendor Revenue as set forth in this Agreement, and (z) if the remaining Term of this Agreement would be, as of the date of the proposed Transfer, three (3) years or less, then the franchise agreement may, at the option of the transferee, be for a term equal to either the remaining Term of this Agreement or the remaining Term plus twelve (12) additional years. If the transferee elects that the franchise agreement's term will be for the remaining Term plus twelve (12) additional years, the new franchise agreement will provide that, (i) upon the date when the Term of this Agreement would have expired, the Royalty will adjust to our then-current Royalty as of such date and (ii) the transferee must remodel the BUSINESS as we may reasonably require.

(d) *Transfer Fees.* You have paid us a transfer fee equal to Ten Thousand U.S. Dollars ($10,000) in connection with the Transfer, unless the proposed Transfer is a transfer of a five percent (5%) or less ownership interest in you (and is not one of a series of Transfers which, in the aggregate with other Transfers to the same or an affiliated transferee, would constitute or result in the transfer of greater than a five percent (5%) interest in you) or we, in our sole discretion, determine that such transfer is *de minimis* such that a lesser or no transfer fee may apply.

(e) *Right to Operate.* You have purchased, leased or subleased the Location and have provided us with proof of the transferee's right to operate a **PLANET FITNESS** Business at the Location, whether by an assignment of Lease or otherwise, and we approve of the material terms of such assignment or acquisition, with such approval not being unreasonably withheld, conditioned, or delayed.

(f) *Business Updates.* The Transferee agrees to (i) complete any required repair, remodel or update required of you pursuant to this Agreement which we permit to be completed post-closing, and (ii) update any aspects of the BUSINESS that were approved exceptions to our standards when developed or installed, within a reasonable time period that we specify after the closing of the Transfer.

(g) *Capital Structure.* If you or your Owners finance any part of the sale price of the transferred interest, you and/or your Owners 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 in the BUSINESS are subordinate to the transferee's obligation to pay Royalties, Ad Fees and other amounts due to us and otherwise to comply with this Agreement.

(h) *Holding Period.* If this Agreement is entered into pursuant to an ADA, and such ADA has not expired or been terminated, you or your Affiliate have satisfied the minimum holding period requirement of the ADA (set forth in Article 17.1.6.5 of our current form of ADA).

The conditions set forth in Article 13.3 are intended to be representative and not exhaustive.

13.4 **TRANSFER TO A WHOLLY OWNED ENTITY.** Notwithstanding Article 13.3, if you are in full compliance with this Agreement, you may Transfer this Agreement to an Entity which conducts no business other than the BUSINESS and, if applicable, other **PLANET FITNESS** Businesses, in which you maintain management control and of which you own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, and further provided that all assets of the BUSINESS are owned, and the entire business of the BUSINESS is

conducted, by a single Entity. Transfers of ownership interests in such Entity will be subject to the provisions of Article 13.3. Notwithstanding anything to the contrary herein, you agree to remain liable under this Agreement as if the Transfer to such Entity had not occurred, and agree to execute Appendix B to this Agreement (Guaranty of Franchisee's Obligations).

13.5 **TRANSFER UPON YOUR DEATH OR DISABILITY.** Upon your death or Permanent Disability or, if you are an Entity, the death or Permanent Disability of an Owner of a Controlling Interest in you, your or such Owner's executor, administrator, conservator, guardian or other personal representative must Transfer your interest in this Agreement or such Owner's interest in you to a third party. Such disposition of this Agreement or the interest in you (including, without limitation, Transfer by bequest or inheritance) must be completed within a reasonable time, not to exceed six (6) months from the date of death (or if later, such date that such Transfer may be legally completed) or Permanent Disability, and will be subject to all of the terms and conditions applicable to Transfers contained in this Article 13. A failure to Transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a material breach of this Agreement.

13.6 **OPERATION UPON YOUR DEATH OR DISABILITY.** If, upon your death or Permanent Disability or the death or Permanent Disability of your Responsible Owner, the BUSINESS is not being managed by a Responsible Owner or Approved Operator, you or your or such Owner's executor, administrator, conservator, guardian or other personal representative must within a reasonable time, not to exceed fifteen (15) days from the date of death or Permanent Disability, appoint an Approved Operator to operate the BUSINESS. Such individual will be required to successfully complete Initial Training at your expense within sixty (60) days of being appointed to operate the BUSINESS. Pending the appointment of an Approved Operator as provided above or if, in our judgment, the BUSINESS is not being managed properly any time after your death or Permanent Disability or after the death or Permanent Disability of your Responsible Owner, we have the right, but not the obligation, to appoint a manager for the BUSINESS. All funds from the operation of the BUSINESS during the management by our appointed manager will be kept in a separate account, and all expenses of the BUSINESS, including compensation, other costs and travel and living expenses of our manager, will be charged to this account. You shall be responsible for any expenses in excess of revenues during such period. Operation of the BUSINESS during any such period will be on your behalf, provided that we only have a duty to utilize reasonable efforts in doing so and will not be liable to you or your Owners for any debts, losses or obligations incurred by the BUSINESS or to any of your creditors for any products, materials, supplies or services the BUSINESS purchases during any period it is managed by our appointed manager.

13.7 **BONA FIDE OFFERS.** If you (or any of your Owners) at any time determine to Transfer for consideration an interest in this Agreement and the BUSINESS or an ownership interest in you, you (or such Owner) shall:

(1) disclose to us any broker that you retain for the purpose of marketing the BUSINESS for sale;

(2) provide us with such additional information that we may reasonably request from time to time, including, but not limited to, a draft of the offering materials you intend to circulate and a list of offerors or prospective purchasers; and

(3) if there is an offer you are willing to accept, obtain a *bona fide*, executed written offer which includes details of the payment terms of the proposed sale (an "Offer") and a complete franchise application from a fully disclosed offeror including lists of the owners of record, beneficial owners, and/or all general and limited partners of any Entity. To be a valid Offer, the proposed purchase price must be denominated in a dollar amount. The Offer must not include an offer to purchase any of your (or your Owners') property or rights other than your (or their) **PLANET FITNESS** Businesses. If the Offer also applies to other **PLANET FITNESS** Businesses that you or your Affiliates own, you must obtain a separate proposed purchase price for

each **PLANET FITNESS** Business included in the Offer, which reflects a reasonable allocation of the aggregate proposed purchase price across all such **PLANET FITNESS** Businesses. The Offer must specify the allocation of responsibility for required capital expenditures as between you and the offeror. If the offeror proposes to buy any other property or rights from you (or your Owners) under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to us, and the price and terms of purchase offered to you (or your Owners) for the interest in you or in this Agreement and the BUSINESS must reflect the *bona fide* price offered therefor and not reflect any value for any other property or rights. For the avoidance of doubt, a fully executed non-binding letter of intent or term sheet that otherwise satisfies the requirements of this Article 13.7(3) will be considered an Offer.

(4) promptly submit to us a true and complete copy of the Offer, along with such other information about the BUSINESS or the proposed Transfer as we may reasonably request within five (5) Business Days of receiving the Offer, including, for example, copies of the diligence materials provided to the proposed transferee, financial information and/or projections related to the **PLANET FITNESS** Businesses included in the Offer or the proposed transferee (the "Sale Materials"). You shall deliver the Sale Materials by such means as we may reasonably specify.

Once you or the proposed transferee informs us that you have obtained an Offer, we may communicate directly with the proposed transferee.

13.8 **OUR RIGHT OF FIRST REFUSAL.** For any proposed Third-Party Transfer of: (a) this Agreement; (b) a Controlling Interest in you (or a series of proposed Third-Party Transfers which in the aggregate would constitute a Third-Party Transfer of a Controlling Interest in you); or (c) all or substantially all the assets of the BUSINESS, we have the right, exercisable by written notice (the "ROFR Notice") delivered to you or your selling Owners within the ROFR Period (defined below) to purchase such interest for the price and on the terms and conditions contained in the Offer, provided that:

(1) we may substitute cash for any form of payment (including, but not limited to, equity in the transferee or one of its Affiliates) proposed in the Offer;

(2) if the Offer is for less than all of the ownership interests in you or less than all of the assets of the BUSINESS, we may purchase, as applicable, all of the ownership interests in you or all of the assets of the BUSINESS, for a price calculated by imputation of the purchase price set forth in the Offer across such additional equity or assets;

(3) our credit will be deemed equal to the credit of any proposed purchaser;

(4) we are not required to honor or provide compensation for any post-closing employment arrangement included in the Offer for any person that is not an Owner. For post-closing employment arrangement(s) for any Owner, we are not required to honor such arrangement(s). We will substitute cash for any such arrangement(s) to the extent not honored, provided such arrangements are guaranteed;

(5) any provision in the Offer, the effect of which would increase our cost, or otherwise negatively affect the terms imposed on us as a result of our substitution for the prospective purchaser through our exercise of our right of first refusal shall be disregarded;

(6) we may make any adjustments we or our advisors deem reasonably necessary or appropriate to comply with the laws, regulations, accounting standards and financing

covenants applicable to our Affiliates and us; provided doing so does not materially diminish the value of the Offer;

(7) if prior to the closing of the transaction, (a) we discover material inaccuracies or omissions in financial or other information you or your Affiliates provided to the proposed transferee (including, but not limited to, financial results or projections based on noncompliance with this Agreement or any other noncompliance that would require material expenditures to remediate), (b) we discover information that has a material adverse effect on the value of the **PLANET FITNESS** Businesses included in the transaction, or (c) such businesses experience a material adverse change, we may withdraw the exercise of our right of first refusal;

(8) your submission to us of an Offer is irrevocable. You may not withdraw or modify the Offer during the ROFR Period. Even if the Offer is non-binding as between you and the offeror, your submission of the Offer to us shall constitute a binding offer to us for the sale of the BUSINESS that we may accept during the ROFR Period on the terms of this Article 13.8;

(9) we are entitled to receive, and you and your Owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the equity of an incorporated Entity, as applicable, including, without limitation, representations and warranties as to:

(a) ownership and condition of and title to equity and/or assets;

(b) liens and encumbrances relating to the equity and/or assets; and

(c) validity of contracts and the liabilities, contingent or otherwise, of the Entity whose equity or assets is being purchased.

(10) the terms of the transaction shall be (i) the terms specifically provided in this Article 13.8, (ii) the terms of the Offer for all terms specified therein and not superseded by this Article 13.8, and (iii) otherwise, commercially reasonable terms;

(11) you and we shall exercise commercially reasonable efforts to close the transaction by the later of: (i) sixty (60) days from the date of the ROFR Notice, or if the transaction involves more than twenty (20) **PLANET FITNESS** Businesses, ninety (90) days from the date of the ROFR Notice, (ii) such period as may have been provided in the Offer, running from the date of the ROFR Notice, (iii) sixty (60) days from the date of the completion of any appraisal described below or (iv) the latest closing date for another **PLANET FITNESS** Business in the transaction. Within five (5) days following your receipt of the ROFR Notice, you shall request consent from any party whose consent is required for the Transfer (or grant us consent to contact any such parties directly) including, but not limited to, landlords, POS system vendors and billing vendors.

(12) for clarification, you must comply with Article 13.3(1), Article 13.3(4) and Article 13.3(6)(d) of this Agreement in connection with your Transfer to us, provided, however, that the foregoing shall not override any allocation in the Offer between you and the proposed transferee of the costs to comply with Article 13.3(1) or Article 13.3(6)(d). If you are not in compliance with Article 13.3(1) by end of the period set forth in Article 13.8(11), we may at our option close the transaction and, unless the costs of compliance were allocated to the buyer in the Offer, set off the costs of remedying any material unaddressed noncompliance against the purchase price.

(13) If the proposed Transfer is part of a contemporaneous transfer involving additional **PLANET FITNESS** Businesses or one or more area development agreements (collectively, the "Transfer Group"), then we will refrain from exercising our right of first refusal to purchase less than the entire Transfer Group.

(14) The value of any form of payment other than cash as described in Article 13.8(1) hereof shall be fair market value. If such fair market value cannot be calculated by imputation of the purchase price set forth in the Offer, and if we and you are unable to agree on fair market value, fair market value will be determined by an appraiser agreeable to both parties. If we and you are unable to agree on an appraiser, then the fair market value will be determined as follows: we will appoint one (1) appraiser, you will appoint one (1) appraiser and the two (2) party-appointed appraisers will appoint a third independent appraiser; provided, however, that if you fail to timely appoint your appraiser, then the fair market value determined by our appraiser alone shall prevail. You and we agree to select our respective appraisers within fifteen (15) days after the date we determine that we are unable to agree on the fair market value, and the two (2) appraisers so chosen are obligated to appoint the third appraiser within fifteen (15) days after the date on which the last of the two (2) party-appointed appraisers was appointed. You and we will bear the cost of our own appraisers and share equally the reasonable fees and expenses of the third appraiser chosen by the two (2) party-appointed appraisers. You and we will take reasonable actions to cause the appraisers to complete their appraisal within thirty (30) days after the third appraiser's appointment.

(15) We may make up to two (2) reasonable requests for information from you to assist us in evaluating our right of first refusal (each, a "Diligence Request"). We may make (a) an initial Diligence Request within ten (10) days after we receive all of the Sale Materials; and (b) a follow-up Diligence Request within fourteen (14) days of the receipt of your complete response to our initial Diligence Request. You must provide a complete and materially accurate response to each such Diligence Request promptly and, in any event, not later than within thirty (30) days of receiving an initial Diligence Request and not later than within fourteen (14) days after receiving a follow-up Diligence Request. All Diligence Requests and responses thereto may be made by e-mail or other electronic means (e.g., access to a secure electronic storage platform) in lieu of compliance with Article 20 hereof. A follow-up request based on an incomplete response to a Diligence Request shall not be considered a separate Diligence Request. The foregoing shall not limit our rights to request additional information at any time between exercising our right of first refusal (if we choose to do so) and closing the transaction. We may not disclose to third-parties any information you provide to us in response to a Diligence Request, except for information which (i) is or becomes generally known to the public or in the industry other than through a breach of this Agreement, (ii) at the time it was first disclosed to us, was already in our lawful possession; (iii) is developed independently by us; or (iv) is information that we had an independent right to obtain and/or use, except as set forth in Article 13.8(17) below.

(16) We may exercise our right of first refusal under this Article 13.8 during the time period beginning on the date we receive all of the Sale Materials and ending on the later of (a) (i) thirty (30) days from such date if we do not make a Diligence Request or (ii) if we make a Diligence Request, forty-five (45) days after your submission of a complete response to our last Diligence Request, or if the transaction involves more than seventy-five (75) **PLANET FITNESS** Businesses, sixty (60) days after such submission, or (b) the last date on which we may exercise our right of first refusal for another **PLANET FITNESS** Business included in the Offer (the "ROFR Period").

(17) For the avoidance of doubt, we have the right to assign our right of first refusal under this Article 13.8. You acknowledge and agree that we may share the Offer and other relevant information regarding the BUSINESS on a confidential basis with a prospective assignee. We shall not be responsible for the performance of the obligations assigned nor shall we

be held liable for the action or inaction of our assignee, including, but not limited to its failure to close the transaction, provided that at the time of our assignment, we reasonably determine that the assignee has the capacity, including, but not limited to, the financial ability, to perform its assigned obligations.

Any Transfer in violation of our right of first refusal is null and void.

13.9 **NON-EXERCISE.** If we do not exercise our right of first refusal, you or your Owners may complete the Transfer to such purchaser pursuant to and on terms materially consistent with the Offer, subject to our approval of the Transfer as provided in Article 13.3. If the Transfer to such purchaser is not completed within the later of (a) one hundred twenty (120) days after delivery of the Sale Materials to us or (b) ninety (90) days after the expiration of the ROFR Period, or if there is a material change in the terms of the Transfer (which you agree to communicate to us promptly and within no later than seven (7) days after such material change), the proposed Transfer will be treated as a new proposed Transfer subject to our right of first refusal as provided in Article 13.8. Within five (5) Business Days after the closing of the Transfer, you must provide us with the final purchase price and the final signed principal transaction documents of the Transfer.

13.10 **TRANSFER PURSUANT TO BANKRUPTCY.** If the proposed Transfer is conducted pursuant to a bankruptcy or other court-supervised sale process, in addition to any other rights we may have under this Agreement or applicable law, we or our designee may: (a) participate as a bidder in such process; (b) credit-bid any amounts owed to us or to any affiliate to the extent permitted by applicable law; and (c) exercise our rights in accordance with the applicable bidding procedures and sale process. Our participation in the foregoing shall not waive any rights we may have under this Agreement or under applicable law, including any right to approve any Transfer.

14. EXPIRATION OF THIS AGREEMENT.

14.1 **ACQUISITION OF A SUCCESSOR FRANCHISE.** Subject to the conditions set forth in this Article 14.1, on expiration of the Term of this Agreement, you will have the right to acquire a successor franchise for a term of twelve (12) years so long as:

(1) you provide us notice (which must be in a format reasonably acceptable to us, which would include email to our General Counsel) of your desire to acquire a successor franchise not less than six (6) months nor more than twelve (12) months prior to the expiration of this Agreement. We will give you notice, not later than sixty (60) days after receipt of your notice, of our decision, pursuant to Article 14;

(2) you remodel and/or expand the BUSINESS as we may reasonably require, including, adding or replacing improvements, installing new equipment and renovating signs, furnishings, fixtures, and décor, and otherwise modify the BUSINESS as we require to bring it into compliance with specifications and standards then applicable for **PLANET FITNESS** Businesses; provided, however, if you have completed a substantial remodel or substantial replacement of equipment in the final two (2) years of the Term, you will not be required to substantially remodel the areas substantially remodeled in the final two (2) years of the Term and you will not be required to replace equipment that was replaced in the final two (2) years of the Term as a condition to acquire a successor franchise, subject to Article 7.4;

(3) you are not in default of any provision of this Agreement or any other agreement between you and us or our Affiliates and you must have substantially complied with all the terms and conditions of this Agreement during its Term (including timely payment of all monies owed) provided that we previously communicated to you any Events of Default hereunder; (For clarity, your receipt of Notices of Default, even if you subsequently cure the underlying defaults, may affect your eligibility for acquiring a successor franchise);

(4) you establish to our satisfaction that you can maintain possession of the Location for the length of the successor term, or if you are unable to establish that you can maintain possession of the Location, you secure substitute premises we approve, develop such premises in compliance with specifications and standards then applicable for **PLANET FITNESS** Businesses, and continue to operate the BUSINESS at the Location until operations are transferred to the substitute premises; provided, however, that we reserve the right to require that you relocate the premises of the BUSINESS if, in our reasonable discretion, we determine the BUSINESS should be relocated based on our current brand standards, and so long as we provide you with written notice of this determination at least (a) twenty four (24) months prior to requiring you to relocate the BUSINESS, and (b) twenty-four (24) months prior to the end of the Term of this Agreement;

(5) you and your Owners and Affiliates, as applicable, must execute, as it relates to the BUSINESS at the Location, our then-current form of successor franchise agreement and any ancillary agreements which we are then customarily offering for successor franchises, which shall supersede this Agreement in all respects, and the terms of which may differ materially from the terms of this Agreement, including a higher Royalty rate, different Royalty calculation, additional fees, different LAF advertising expenditure requirements and Ad Fees, except that you will not be required to pay an initial franchise fee and such successor franchise agreement shall provide you with the right to acquire a successor franchise for an additional successor term equal to the then-current initial term being offered to new franchises;

(6) you and your Owners, except for Silent Investors, execute and deliver a General Release, releasing only claims arising out of or related to the BUSINESS;

(7) you comply with our then-current qualification and training requirements;

(8) you pay us a successor franchise fee of Twenty Thousand U.S. Dollars ($20,000); and

(9) you are current with respect to your obligations to us, our Affiliates, your vendors, your landlord, and your lessor, unless you have, in good faith, contested such obligations in writing.

14.2 **MONTH-TO-MONTH EXTENSIONS.** If this Agreement expires without renewal, you must comply with your post-term obligations unless we, in our discretion, permit you to continue operating on a month-to-month basis. In such case, (a) if you do not meet the requirements of Article 14.1 above, we may increase the Royalty to the then-current royalty as of such date plus up to four percent (4%) of the EFT Dues Draft, (b) all of your obligations shall remain in full force and effect during this period as if the term had not expired, (c) all obligations and restrictions that would have been imposed on you upon expiration will take effect upon termination of this period; and (d) either we or you may terminate your license to operate the BUSINESS (and allow the Agreement to expire) on thirty (30) days' written notice.

14.3 **NONRENEWAL**. If you do not wish to acquire a successor franchise, you must notify us by the sooner of (1) if applicable, thirty (30) days prior to the expiration of the period provided under your Lease to exercise an option to extend the term of the Lease or (2) one hundred eighty (180) days prior to the expiration of the Term. If you fail to do so, you must pay us a fee of Twenty-Five Thousand Dollars ($25,000) (the "Late Nonrenewal Fee"). You agree that the Late Nonrenewal Fee is a fair and reasonable measure of the loss incurred by us due to your failure to provide timely notice of your intent to close the BUSINESS at the end of the Term. The Late Nonrenewal Fee is in addition to any of our other rights or remedies under this Agreement, or at law or in equity. The Late Nonrenewal Fee shall be collectible by us on demand as described in Article 5.9. We may also send you an invoice for the Late Nonrenewal Fee, which shall be due and payable within ten (10) days of its delivery to you (which may be by e-mail in lieu of compliance with the requirements of Article 20).

15. DEFAULT, CURE, TERMINATION AND OTHER REMEDIES.

15.1 TERMINATION BY YOU. If:

(1) you and your Owners are in compliance with this Agreement and we materially fail to comply with this Agreement and do not correct such failure within sixty (60) days after written notice of such material failure is delivered to us, you may terminate this Agreement effective thirty (30) days after delivery to us of written notice of termination, or

(2) (a) you and your Owners are in compliance with this Agreement and have substantially complied with this Agreement throughout the Term; (b) the BUSINESS has been open and operating for three (3) years or more; (c) the EFT Dues Draft of the BUSINESS has remained in the lowest five percent (5%) of similarly-sized **PLANET FITNESS** Businesses (as we determine in our reasonable business judgment) for twelve (12) consecutive months immediately preceding the date of such termination; and (d) you can demonstrate to our reasonable satisfaction that the BUSINESS is not profitable, then you will have a right to terminate this Agreement on written notice to us at least twelve (12) months prior to the requested date of termination, or

(3) the Business Commencement Date has not yet occurred, we will consent to your termination of this Agreement effective thirty (30) days after delivery to us of written notice of termination, which will stop the accrual of any applicable Late Development Fees, provided that you and your affiliates execute our then-current form of mutual termination agreement, which will include, among other things a General Release and an affirmation of your compliance with your post-term obligations under this Agreement.

Your termination of this Agreement for any other reason or without such notice will be deemed null and void.

If you terminate this Agreement, you must comply with all of your post-termination obligations described in Article 16 hereof. If you properly terminate this Agreement pursuant to this Article 15.1 and cease operating as required hereunder, we agree to waive any rights we may have to seek future lost Royalties or Early Termination Fees that would have been due to us from your operation of the BUSINESS after you cease operation of the BUSINESS so long as you comply with all of your post-term obligations hereunder. For the avoidance of doubt, your termination of this Agreement pursuant to this Article 15.1 does not waive or reduce your obligations under the development schedule of an ADA and your closure of the BUSINESS may cause a default thereunder. Our rights under the ADA are separate and apart from our rights hereunder.

15.2 DEFAULT. You have materially breached this Agreement if you commit any of the defaults listed below: (each, an "Event of Default"):

(1) *Solvency Defaults.* All of the defaults in this Article 15.2(1) are by their nature incurable and have no associated cure period.

(a) become insolvent by reason of your inability to pay your debts as they come due in the ordinary course of business, or an insolvency proceeding is initiated by or against you and/or any of your principal owners or guarantors;

(b) are adjudicated bankrupt or insolvent;

(c) file a petition in bankruptcy, reorganization or similar proceeding under the bankruptcy laws of the United States or have such a petition filed against you which is not discharged within thirty (30) days;

(d) have a receiver or other custodian, permanent or temporary, appointed for your business, assets or property;

(e) request the appointment of a receiver or make a general assignment for the benefit of creditors;

(f) have any of your assets, including your bank accounts or accounts receivable, attached;

(g) have an execution levied against your business or property;

(h) have suit filed to foreclose any lien or mortgage against any of your assets and such suit is not dismissed within thirty (30) days; or

(i) voluntarily dissolve or liquidate or have a petition filed for dissolution of your Entity if such petition is not dismissed within thirty (30) days.

(2) *Abandonment and Control Defaults*. All of the defaults in this Article 15.2(2) are by their nature incurable and have no associated cure period.

(a) abandon or fail to actively operate your BUSINESS for three (3) consecutive days, including but not limited to a permanent closure of your BUSINESS prior to the expiration of the Term, except where such failure to actively operate results solely from causes beyond your reasonable control or is due to your completion of a remodel or refurbishment of the BUSINESS that we have approved;

(b) surrender or transfer control of the operation of your BUSINESS without our prior written consent;

(c) make or attempt to make an unauthorized Transfer of this Agreement or of an ownership interest in you or the BUSINESS;

(d) suffer cancellation or termination of the Lease for your BUSINESS or otherwise lose the right to occupy the Location;

(e) fail to request approval of a Responsible Owner within fifteen (15) days after the death or Permanent Disability of your Responsible Owner or such Responsible Owner fails to complete Initial Training within sixty (60) days after such request;

(3) *Payment Defaults*. All of the defaults in this Article 15.2(3) have the cure periods set forth in the applicable subsection below.

(a) fail to establish, maintain and/or have sufficient funds available in your Designated Account as required by Article 5.3 of this Agreement or fail to make payment of any amounts due to us or any of our Affiliates, subject to a cure period of ten (10) Business Days;

(b) fail to make or cause to be made a timely payment of any amount related to the BUSINESS due to a lender, supplier, landlord, or other commercial party unaffiliated with us (other than payments which are subject to Bona Fide Dispute), provided that the due date and third-party's cure period, if any, for making such

payment has expired; For clarification, for purposes of this Article 15.2(3)(b), you may be held responsible for the failure of a contractor or subcontractor to make timely payment for amounts related to the construction, maintenance and/or operation of the BUSINESS. Such default is subject to a cure period of thirty (30) days;

(c) fail to pay when due any federal, state or municipal income, service, sales, employment related or other taxes due related to the operations of the BUSINESS, unless you have, in good faith, legally contested your liability for such taxes and such legal contest is pending or successful, subject to a cure period of thirty (30) days;

(4) *Opening Defaults*. All of the defaults in this Article 15.2(4) have the cure periods set forth in the applicable subsection below.

(a) fail to lease, sublease or purchase the Location in accordance within the timeframe set forth in Article 4.2, subject to a cure period of thirty (30) days;

(b) fail to meet any construction deadline set forth in Article 4.4 hereof, subject to a cure period of forty-five (45) days;

(c) fail to provide us with weekly progress reports during construction as set forth in Article 4.4 hereof, subject to a cure period of ten (10) days;

(d) fail to open your BUSINESS and start business by the Business Commencement Deadline, subject to a cure period of sixty (60) days;

(5) *Operational Defaults*. All of the defaults in this Article 15.2(5) have the cure periods, if any, set forth in the applicable subsection below.

(a) fail or refuse to comply with any mandatory specification, standard, or operating procedure prescribed by us relating to the cleanliness or sanitation of your BUSINESS or violate any health, safety or sanitation law, ordinance or regulation, that we reasonably believe may pose harm to the public or to your or our reputation, or fail to comply with any government order related to health, safety or sanitation, subject to a cure period of forty-eight (48) hours;

(b) fail to comply with the requirements for the condition of your BUSINESS under Article 9.3 hereof, other than as described in Article 15.2(5)(a) hereof, subject to a cure period of thirty (30) days;

(c) fail to comply with our request for reports, copies of invoices and other documentation relating to your Article 10.2 spending requirements, subject to a cure period of thirty (30) days;

(d) fail to spend the amounts required by Article 10.2, subject to the cure period set forth therein;

(e) fail to obtain or cease to hold a license, certification, permit and/or authorization that you are required to hold to carry on the BUSINESS or to comply with any applicable law or regulation applicable to you or the BUSINESS, subject to a cure period of fourteen (14) days;

(f) sell, rent or license Personal Data, or willfully disclose or authorize access to Personal Data to third parties (except your Affiliates that are developing or

operating **PLANET FITNESS** Businesses in the United States) without our prior written approval and in violation of the rights of the applicable individuals, subject to a cure period of seven (7) days to take all reasonable steps to remedy the default, if such default is reasonably capable of cure, otherwise it shall have no cure period;

(g) fail to comply with any mandatory Method of Operation, subject to a cure period of thirty (30) days;

(h) fail to notify us of any of the events described in Article 18.6, subject to a cure period of seven (7) days to take all reasonable steps to remedy the default. If you fail to timely notify us of an event related to the BUSINESS that is reasonably likely to negatively impact the reputation of the **PLANET FITNESS** brand or the goodwill associated with the Marks and such default is not reasonably capable of cure, it shall have no cure period;

(6) *Conduct Defaults*. All of the defaults in this Article 15.2(6) have the cure periods, if any, set forth in the applicable subsection below.

(a) You or your Owners make or have made any material misrepresentation or omission in connection with your purchase of the Franchise, including any such misrepresentation or omission in the appendices hereto, which is an incurable default and shall have no associated cure period;

(b) You or any of your Owners or Approved Operator are convicted of, or plead no contest to, a felony or other crime or offense that we reasonably believe may adversely affect the System or the goodwill associated with the Marks (each a "Material Offense"), or there is substantial evidence that you or any of your Owners or Approved Operator have committed a Material Offense, which, except as provided in Article 15.4 hereof, is an incurable default and shall have no associated cure period;

(c) You or your Owners violate Article 9.6 herein, subject to a cure period of seven (7) days to take all reasonable steps to remedy the default, if such default is reasonably capable of cure, otherwise it shall have no cure period;

(7) *Unfair Competition Defaults*. All of the defaults in this Article 15.2(7) are by their nature incurable and have no associated cure period other than as described in Article 15.4.

(a) make any material and unauthorized use or disclosure of any Confidential Information in violation of this Agreement;

(b) fail to comply with the non-competition requirements set forth in Article 16.6 hereof, except for leasing a space to a Competitive Business without our approval, which shall be considered a default under Article 15.2(9)(b);

(8) *Multiple and Cross Defaults*. All of the defaults in this Article 15.2(8) are by their nature incurable and have no associated cure period. The failure to comply with the Development Schedule under an ADA with us shall not be a default under this Agreement.

(a) receive three (3) or more notices of default under this Agreement from us on separate occasions within any period of thirty-six (36) consecutive months including, without limitation, default notices for failure to submit when due reports or other data, information or supporting records or to pay when due Royalties, Ad Fees, or other payments due us, any of our Affiliates or any

unaffiliated suppliers or otherwise fail to comply with this Agreement, whether or not such failures are corrected after notice is delivered to you, and whether or not such failures are related to each other or are of the same or similar type;

(b) commit a default at another **PLANET FITNESS** Business under any other franchise agreement, between you (or any of your Owners or Affiliates) and us or our Affiliates which default is comparable to the Events of Default under Articles 15.2(2)(b); 15.2(2)(c), 15.2(6)(a), or Appendix D of this Agreement, if such default is deemed, in our reasonable judgment, to affect the brand as a whole (not simply any one **PLANET FITNESS** Business), and such default was carried out willfully or negligently;

(c) you or any of your Affiliates, within any period of sixty (60) consecutive months, fail to comply with any three (3) other franchise agreements between you (or any of your Owners or Affiliates) and us or our Affiliates such that we have unilaterally terminated three (3) or more such agreements, on the basis of such noncompliance, unless such failure related to: (i) not acquiring a site within a given time period; or (ii) not constructing or opening a **PLANET FITNESS** Business within a given time period, and, in either case, you or your Affiliate exercised good faith efforts to meet such obligations;

(9) *Other Defaults*. All of the defaults in this Article 15.2(9) have the cure periods set forth in the applicable subsections below.

(a) commit a default under this Agreement which materially impairs the goodwill associated with the Marks, subject to a cure period of twenty-four (24) hours;

(b) fail to comply with any other provision of this Agreement, subject to a cure period of thirty (30) days;

If a single act or omission results in multiple Events of Default with different cure periods, the shortest cure period will apply and such cure period will not be in addition to any other applicable cure periods.

15.3 **NOTICE OF DEFAULT.** Prior to exercising the remedies set forth in Article 15.5 as a result of any Event of Default set forth in Article 15.2 with a cure period, we shall provide you with written notice of such default (a "Notice of Default"). The Notice of Default will state the action you must take to cure the Event of Default, and the period of time in which you must do so. If you fail to remedy the Event of Default within such period of time, we may exercise the remedies set forth in Article 15.5 with immediate effect upon our delivery to you of a Remedy Notice as set forth in Article 15.5(4).

15.4 **DEFAULTING OWNERS**. If (a) the actions or inactions of one (1) of your Owners (a "Defaulting Owner") result in an Event of Default described in Article 15.2(6)(b)-(c) or Article 15.2(7), (b) neither you, nor any of your other Owners, approved or knowingly assisted with such actions or inactions (c) the Defaulting Owner is not your Responsible Owner or the direct or indirect Owner of a thirty-five percent (35%) or greater interest in you, the default may be cured by the Defaulting Owner relinquishing or otherwise disposing of the Defaulting Owner's interest in you (pursuant to Article 13 of this Agreement) and ceasing all involvement and association with the BUSINESS within thirty (30) days from our delivery to you of a Notice of Default. For clarity, in such case, we expressly reserve all rights and remedies we may have directly against such Defaulting Owner. In our sole discretion, we may also refrain from terminating this Agreement in the case of an uncured breach of Article 9.6 hereof, while expressly reserving all other rights and remedies hereunder and under applicable law, if such Defaulting Owner agrees to limit such Defaulting Owner's communication with our personnel, the personnel of any designated suppliers, and **PLANET FITNESS** members at your and your Affiliates' **PLANET FITNESS** Businesses in such manner

and for such time period as we may designate. If the Defaulting Owner's breach is ongoing, you must fully cooperate with efforts we undertake to cause the Defaulting Owner to cease any prohibited conduct. Such cooperation may include, but may not be limited to, providing documents and information and, when reasonably appropriate to do so (if the breach is also a violation of a reasonably enforceable obligation the Defaulting Owner owes to you, for example), commencing and/or joining litigation.

15.5 **REMEDIES.** For any incurable Event of Default and for any curable Event of Default that remains uncured upon the expiration of the applicable cure period, we shall have the remedies set forth below. Such remedies are in addition to, and not in lieu of, any other remedies or recourse we may have against you at law or in equity, including commencing a legal proceeding to collect damages due to such default.

(1) Termination. We have the right to terminate this Agreement. We have no obligation whatsoever to refund any portion of the franchise fee upon any termination of this Agreement.

(2) Alternatives to termination. Without waiving our right to terminate this Agreement (or any other rights), we have the right to take one or more of the following actions, with ongoing effect until the default is cured:

(a) restrict your or any of your staff's attendance at any training, meetings, workshops, or conventions, including virtual events;

(b) require you to pay to us or the NAF, via EFT, up to an additional four percent (4%) of the EFT Dues Draft;

(c) replace the Royalty in Article 5.2 of this Agreement with the Royalty offered in our then current franchise agreement;

(d) suspend all services provided to you hereunder, including, but not limited to, furnishing to you or permitting use of any advertising or promotional materials, providing ongoing advice about the operation of the BUSINESS, and reviewing your requests to approve a new supplier;

(e) suspend your access to our technology systems or any software that we or our Affiliates own, maintain or license to you;

(f) refuse to permit you (or any of your Affiliates) to enter into a new franchise agreement for a **PLANET FITNESS** Business at any other location;

(g) refuse to issue a successor franchise agreement for the BUSINESS;

(h) require you, at your own expense, to engage a third-party training company previously approved by us;

(i) remove content and online join functionality regarding your BUSINESS from our Internet websites, intranet systems, mobile applications, and/or any other digital platform;

(j) exclude you and your Affiliates from pilot and incentive programs; and

(k) require you to temporarily close the BUSINESS and continue to pay us an estimated royalty equal to your average monthly Royalty amount owed over the

twenty-four (24) months prior to the closure, or such shorter period if the BUSINESS has not been open for such 24-month period.

(3) Effect of Alternative Remedies. The alternatives to termination described in Article 15.5(2) shall only apply until such time as you have cured the applicable Event of Default. You shall hold us harmless with respect to any action we take pursuant to Article 15.5(2); and you agree that we shall not be liable for any loss, expense, or damage you incur because of any action we take pursuant to Article 15.5(2). Nothing in Article 15.5(2) constitutes a waiver of any of our rights or remedies under this Agreement or any other agreement between us and you, including the right to terminate this Agreement. You agree that our exercise of our rights pursuant to Article 15.5(2) shall not be deemed an actual or constructive termination of this Agreement or of any other agreement between us and you, and shall not be deemed a breach of any provision of this Agreement. We may, in our business judgment, reinstate any services or benefits removed, curtailed, or limited pursuant to Article 15.5(2), and you agree to accept immediately any such reinstatement of services or benefits so removed, curtailed, or limited. If we limit any services or benefits under Article 15.5(2), you shall continue to pay timely all fees and payments required under this Agreement and any other agreement between us and you, including any fees associated with services or benefits limited by us. You shall have no right to a refund of any fees paid in advance for such services or benefits nor shall we have any obligation to "make-up" any services or benefits.

(4) Exercise of Remedies. We may exercise the remedies set forth in this Article 15.5 by written notice to you (a "Remedy Notice") for an Event of Default listed in Article 15.2. We may deliver the Remedy Notice (i) for an incurable Event of Default, immediately upon such default or at any time thereafter or (ii) for a curable Event of Default, after the expiration of the applicable cure period without cure. The Remedy Notice shall specify the applicable default, your failure to cure it, if applicable, and any remedies we are then exercising. With respect to the Events of Default listed in Article 15.2(1), termination of this Agreement shall be automatically effective immediately upon such Event of Default, without the need for prior or concurrent notice to you.

15.6 **OUR RIGHT TO OPERATE THE BUSINESS.** In the event of an incurable Event of Default or a curable Event of Default that remains uncured upon the expiration of the applicable cure period, we have the right, without the obligation, and without waiving our right to terminate this Agreement, to assume the operation of the BUSINESS for such length of time as we determine in our business judgment. You authorize us or our designee to operate the BUSINESS for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. You shall be responsible for all expenses of the BUSINESS during such period of operation by us, including, but not limited to, travel, food, lodging, and salaries of our representatives who operate the BUSINESS and any expenses in excess of revenues during such period. We shall periodically remit to you any revenues of the BUSINESS we may collect, less any expenses of the BUSINESS we may pay on your behalf from such revenues or otherwise, and less a reasonable working capital reserve. You shall indemnify and hold harmless us and our representatives from any and all claims arising from the acts and omissions of us and our representatives pursuant to this Article 15.6.

15.7 **EARLY TERMINATION FEE.** If this Agreement is terminated except as provided under Article 15.1 or you must pay us an "Early Termination Fee." The Early Termination Fee is equal to your average monthly Royalty amount owed over the twenty-four (24) months prior to the termination, or such shorter period if the BUSINESS has not been open for such 24-month period, multiplied by the lesser of (x) thirty-six (36) or (y) the number of whole months remaining in the Term prior to the termination. The Early Termination Fee must be paid within thirty (30) days after you receive our invoice. You agree that this fee is a fair and reasonable estimate of the loss incurred by us due

to early termination of this Agreement and not a penalty. You acknowledge that the premature closure of the BUSINESS results in monetary damage to us due to our inability to collect royalties and other amounts at the times we had planned based upon your promises. This fee is in addition to any of our other rights or remedies under this Agreement, or at law or in equity. If any applicable law limits your ability to pay, and our ability to receive, the Early Termination Fee, you shall be liable to us for any and all damages that we incur, now or in the future, as a result of your breach of this Agreement.

16. OUR AND YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT. On expiration, without your acquisition of a successor franchise, or termination of this Agreement for any reason whatsoever, you agree to comply with all of the obligations described in this Article 16.

16.1 PAYMENT OF AMOUNTS OWED TO US. You agree to pay us or our Affiliates within fifteen (15) days after the effective date of termination, for any reason, or expiration, without your acquisition of a successor franchise, of this Agreement, or on such later date that the amounts due are determined, such Royalties, Ad Fees, amounts owed for purchases from us or our Affiliates, interest due on any of the foregoing and all other amounts owed to us or our Affiliates which are then unpaid.

16.2 MARKS AND SYSTEM. Upon the termination, for any reason, or expiration, without your acquisition of a successor franchise, of this Agreement:

(1) you must immediately (in any event, within no later than five (5) days) cease use of the System and all intellectual property rights in or associated with the System;

(2) you may not directly or indirectly, at any time or in any manner (except with respect to other **PLANET FITNESS** Businesses you own and operate), identify yourself or any business as a current or former **PLANET FITNESS** Business, or as one of our licensees or franchisees, use any Marks, any colorable imitation thereof or other indicia of a **PLANET FITNESS** Business in any manner or for any purpose or utilize for any purpose any trade name, trademark or service mark or other commercial symbol that indicates or suggests a connection or association with us;

(3) you agree to take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to your use of any Marks;

(4) if we do not exercise our option to purchase the BUSINESS pursuant to Article 16.13, you agree that, after the Notification Date, you will promptly (in any event, within no later than ten (10) days) and at your own expense make such alterations as we may specify to distinguish the BUSINESS clearly from its former appearance and from other **PLANET FITNESS** Businesses so as to prevent confusion therewith by the public;

(5) you shall immediately comply with our then-current de-branding checklist and procedures, unless otherwise directed by us. Unless an earlier time is specified, no later than thirty (30) days after the Notification Date, you shall complete all required de-branding work and provide us with signed written certification that such de-branding has been completed. If you fail to do so, we may, in addition to our other rights and remedies hereunder and under applicable law, complete such de-branding work for you at your expense and without liability to you. You hereby consent to our entry onto the BUSINESS premises for such purpose. In connection with the de-branding of the BUSINESS, we may require you to, among other things:

(a) remove and destroy, or at our option, return to us, all interior and exterior signage, point of sale materials, business forms, and stationery received from us;

(b) delete from all computer hard drives, all materials, information, communications, manuals, and marketing and promotion materials received from us or our Approved Suppliers;

(c) remove all decals containing the **PLANET FITNESS** name, slogans, purple/yellow color scheme, or Marks;

(d) repaint or remove all purple and yellow colors from all equipment, walls, doors, fixtures, and other surfaces;

(e) remove and destroy or deidentify **PLANET FITNESS** trademarked rubber flooring;

(f) remove any coverings containing the **PLANET FITNESS** name, slogans, purple/yellow color scheme, or Marks from all exercise or other equipment;

(g) cease selling memberships;

(h) transition off the POS system and billing system authorized for use in the **BUSINESS**;

(i) cease all advertising and promotional efforts that identify the Location as a **PLANET FITNESS** Business;

(j) instruct all third-party Internet sites and telephone directories to remove all listings identifying the location as a **PLANET FITNESS** Business;

(k) assign to us, or our designee, all Internet Accounts that reference the Marks and/or System, if any, at our option;

(l) post signage approved by us and notify all existing members in a communication approved by us describing the members' rights and options;

(m) remove and destroy, or at our option, return all sales materials, operations manuals, and other items that contain any Confidential Information;

(n) change your corporate or legal business name, if necessary, so that it does not contain any of the Marks;

(o) remove and destroy, or at our option, return to us, all uniforms, signs, sign-faces, sign-cabinets, marketing materials, forms, packaging, and other materials that contain any of the Marks;

(p) remove all total body enhancement booths; and

(q) remove and cease selling any other items and materials that we determine, in our reasonable judgment, are similar to those used under or in connection with the Methods of Operation, and similarly, immediately cease using any other **PLANET FITNESS** procedures, systems, and any other information that we designate as proprietary and confidential.

(6) you may not sell or otherwise transfer any equipment or other fixtures or items until they have been fully de-branded in accordance with our then-current de-branding checklist and Article 16.2(5). If you fail to comply with this requirement, you agree, in addition to all of our other rights and remedies available hereunder and under applicable law, you will

indemnify us for our costs in attempting to de-brand the equipment including, but not limited to, our costs to repurchase such equipment from third parties. You agree to cooperate with all such efforts;

(7) you shall be responsible for providing members with any refunds to which they are entitled under the terms of their membership agreements or applicable law;

(8) you shall, within five (5) days of our request, assign to us or to the owner of a **PLANET FITNESS** Business we designate any of the membership agreements that we designate for assignment, to the extent such agreements are assignable under applicable law;

(9) you must comply with any additional requirements for closure of a **PLANET FITNESS** Business that we may reasonably require, as set forth in the Operations Manual; and

(10) you agree to furnish us with evidence satisfactory to us of your compliance with the foregoing obligations within thirty (30) days after the Notification Date.

16.3 **COMMUNICATION TO MEMBERS.** In connection with the termination of this Agreement or the expiration of this Agreement without your acquisition of a successor franchise, we may contact members directly to notify them of the closing and/or de-branding of the BUSINESS and inform them of nearby **PLANET FITNESS** Businesses they may join. We may make such communication (a) in the case of termination by you or expiration without acquisition of a successor franchise, at any time on or after thirty (30) days prior to the date this Agreement would terminate or expire, or such longer period of time in advance of termination or expiration as applicable law may require you to notify members of the closing and/or de-branding of the BUSINESS or (b) in the case of termination by us, once the cure period for your default has expired (we may, for example, delay the effective date of termination after your cure period expires to make such communication). Notwithstanding any notices we may send to members, you are solely responsible for compliance with any applicable laws related to notifying members in connection with the closing and/or de-branding of the BUSINESS and any associated refunds.

16.4 **TELEPHONE NUMBERS, DOMAIN NAMES AND ACCOUNTS**.

(1) You hereby irrevocably assign to us or our designee the telephone numbers and listings issued to you with respect to the BUSINESS ("Telephone Numbers") and any Internet Accounts. This assignment is for collateral purposes only and we have no liability or obligation of any kind whatsoever arising from this assignment, unless we affirmatively take possession and control over the Telephone Numbers and Internet Accounts.

(2) If we do not exercise our option to purchase the BUSINESS pursuant to Article 16.13, you agree that, after the Notification Date, you will promptly (in any event, within no later than ten (10) days) notify any company that publishes telephone directories (the "Telephone Company") and any provider of Internet services or host of an Internet site or platform with which you have an Internet Account or listing you set up or registered ("Internet Platform") of your right to use any telephone, telecopy or other numbers, or Internet Accounts and any regular, classified or other telephone directory or Internet listings associated with any Marks, authorize the transfer of such numbers, Internet Accounts, and directory listings to us or at our direction and/or instruct (i) the Telephone Company to forward all calls made to your telephone numbers to numbers we specify, and (ii) the Internet Platform to forward all communications or requests to the accounts or sites we specify. You shall cause your Owners or other Personnel to sign any documents or take any other action that may be required to authorize the transfer of the Telephone Numbers, Internet Accounts and directory listings described herein that have been, in whole or in part, set-up, registered or owned by them.

(3) Upon the termination, for any reason, or expiration, without your acquisition of a successor franchise, of this Agreement, and without any further notice to you, we hereby are authorized and empowered to (a) notify the Telephone Company, to transfer the Telephone Numbers to us or such other person as we designate, and (b) notify the Internet Platform, to transfer the Internet Accounts and Internet directory listings to us or such other person as we designate. You hereby grant to us an irrevocable power of attorney and appoint us as your attorney-in-fact to take any necessary actions to assign the Telephone Numbers and the Internet Accounts, including but not limited to, executing any forms that the Telephone Companies or Internet Platforms may require to effectuate the assignment. This assignment is also for the benefit of the Telephone Companies and the Internet Platforms, and the Telephone Companies and Internet Platforms may accept this assignment and our instructions as conclusive evidence of our rights in the Telephone Numbers and Internet Accounts and our authority to direct the amendment, termination or transfer of the Telephone Numbers and Internet Accounts, as if they had originally been issued to us. In addition, you agree to hold the Telephone Companies and Internet Platforms harmless from any and all claims against them arising out of any actions or instructions by us or our designee in compliance with this Agreement regarding the Telephone Numbers and Internet Accounts.

16.5 **CONFIDENTIAL INFORMATION.** You agree that, upon termination of this Agreement (including the full or partial transfer of rights by Franchisee or any Owner), for any reason, or expiration, without your acquisition of a successor franchise, of this Agreement, unless you own a franchise for another **PLANET FITNESS** Business, you will (a) immediately and forever cease to use any of our Confidential Information in any business or otherwise, (b) upon our request or in accordance with the procedures we may specify in the Operations Manual, you and your Owners must destroy or deliver to us all or certain Confidential Information in your possession, including, without limitation, computer software and any login credentials, access codes, or other mechanisms used to access the software and computer systems that we have allowed you to use and (c) de-activate your access and the access of your Owners and other Personnel to the Designated Franchise Portal and any other software, computer systems and electronic mailing lists containing Confidential Information.

16.6 **IN-TERM COVENANT NOT TO COMPETE.** You specifically acknowledge that, pursuant to this Agreement, you will receive valuable, specialized training, Confidential Information, and other proprietary and specialized information and knowledge that provide a valuable, competitive advantage in operating a business or other venture offering fitness, exercise or athletic services or content of any kind. You further acknowledge that we would be unable to protect the Confidential Information against unauthorized use or disclosure or to encourage the free exchange of ideas and information among our franchisees if you were permitted to hold interests in or perform services for a Competitive Business, and we have granted you the rights hereunder in consideration of, and in reliance upon, your agreement to deal exclusively with us. You therefore covenant that during the Term of this Agreement (except as otherwise approved in writing by us), you, your Owners (except Silent Investors), your Approved Operator, and your and their Immediate Families shall not, either directly, indirectly or through, on behalf of, or in conjunction with any person, anywhere in the world:

(1) Divert or attempt to divert any present or prospective business or customer of any **PLANET FITNESS** Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

(2) Own, develop, maintain, operate, engage in, be employed by, act as a consultant for, perform services for, provide assistance to, lease or sublease space for, make any loans to, enter into an agreement to develop or operate, or have any interest in (as owner or otherwise) any Competitive Business or any business or other venture that is offering or

selling franchises or licenses for the operation of a Competitive Business (collectively, "Competitive Activities").

16.7 **POST-TERM COVENANT NOT TO COMPETE**. You covenant that, except as otherwise approved in writing by us, you, your Owners (except for Silent Investors), and your Approved Operator shall not, for a continuous, uninterrupted period of two (2) years commencing upon the date of (a) a Transfer permitted under Article 13 of this Agreement, (b) expiration, without your acquisition of a successor franchise, of this Agreement, (c) termination or non-renewal of this Agreement (regardless of the cause for termination or non-renewal), or (d) in the case of an Approved Operator, termination of their role with you (the "Restricted Period"), either directly or indirectly, for yourself or your or their Immediate Family, or through, on behalf of, or in conjunction with any person, engage in Competitive Activities for a Competitive Business, that is, or is intended to be, located or doing business (a) at the Location, (b) within fifteen (15) miles of the Location, (c) within fifteen (15) miles of any **PLANET FITNESS** business in which you, your Owners or your Approved Operator have an interest or management role, or (d) within fifteen (15) miles of any **PLANET FITNESS** Business in operation or under construction as of the date that you are required to comply with this Article 16.7. You agree and acknowledge that the two (2) year period of this restriction shall be tolled during any time period in which you, your Owners, your Approved Operator, or your or their Immediate Family are in violation of this restriction, provided that we initiate an action to enforce this Article 16.7, prior to the expiration of the Restricted Period.

16.8 **OWNER AND OPERATOR COVENANTS**. If you are an Entity, your Responsible Owner, Approved Operator and each person that has any direct or indirect legal or beneficial ownership interest in you is bound by the restrictions in Articles 16.6 and 16.7, and must sign Appendix C to this Agreement (Personal Covenants Regarding Confidentiality and Non-Competition) to acknowledge such restrictions unless such person (excluding your Responsible Owner and Approved Operator) is designated a Silent Investor in Appendix D. If you are a partnership entity, then each person who, now or hereafter is or becomes a general partner is deemed an Owner who must sign Appendix C. We make no representation or warranty with respect to the compliance with local law and enforceability of your third-party beneficiary rights under Appendix C hereof and you hereby waive any claims you may have against us related thereto. You acknowledge that it may be advisable to obtain additional covenants from your Owners and other personnel in separate agreements between you and them. If a current or former Owner, Approved Operator or Franchisee Executive violates their noncompetition obligations to us, you must fully cooperate with the efforts we undertake to cause such Owner, Approved Operator or Franchisee Executive to cease and desist from such violation and to seek such other remedies as may be available. Such cooperation may include, but shall not be limited to, providing documents and information and, when reasonably appropriate to do so, (if the breach is also a violation of a reasonably enforceable obligation such person owes to you, for example) commencing and/or joining litigation. If you or your affiliate has signed an ADA with us, we may waive the requirement that you obtain signatures to Appendix C for all persons that have signed Exhibit C to the ADA; provided, however, we may reinstitute this requirement at any time in our sole discretion upon notice to you.

16.9 **APPLICATION TO SECURITIES AND LEASING**. The restrictions in Articles 16.6(2) and 16.7 do not apply to (a) the ownership of shares of a class of securities that are listed on a public stock exchange or traded on the over-the-counter market and that represent less than five percent (5%) of that class of securities or (b) the lease or sublease of space by one of your Owners, with our approval (not to be unreasonably withheld, conditioned or delayed) to a Competitive Business.

16.10 **REASONABLE SCOPE OF COVENANTS.** You acknowledge that the scope of the restrictions in Articles 16.6 and 16.7 are reasonable and necessary to protect us, the Confidential Information, and the System, and that such restrictions are designed solely to prevent you from taking information, materials, training, and know-how that we provided to you and using them to compete with us. In addition, your violation of Article 16.6 or 16.7 would necessarily involve your use of Confidential Information that would result in an unfair competitive advantage vis-à-vis other **PLANET FITNESS** franchisees. You acknowledge that such restrictions benefit **PLANET**

FITNESS franchisees. You further acknowledge that you, your Owners and your Approved Operator possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcement of the covenant in Article 16.7 will not deprive you, your Owners or your Approved Operator of personal goodwill or the ability to engage in a lawful trade or business and earn a living.

16.11 **REDUCTION OF SCOPE OF COVENANTS.** You understand and acknowledge that we shall have the right, in our business judgment, to reduce the scope of any covenant set forth in Articles 16.6 and 16.7, or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof; and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable. You and we agree that in the event a court or arbitrator finds that any of the covenants set forth in Articles 16.6 and 16.7, or any portion thereof, are overly broad, the parties intend for the court or arbitrator to modify and enforce the covenants to maximum extent permitted.

16.12 **COVENANT NOT TO COMPETE UPON EXERCISE OF RIGHT OF FIRST REFUSAL.** If we exercise our right of first refusal pursuant to Article 13.8 above, you and your selling Owner(s) agree that, for a period of two (2) years commencing on the date of the closing, you and they will be bound by the noncompetition covenant contained in Article 16.7 hereof. In addition, we reserve the right to require you and your selling Owner(s) to agree that, for a period of five (5) years commencing on the date of the closing, you and they will be bound by the noncompetition covenant contained in Article 16.7 hereof but which shall be limited to a geographic area that extends no more than fifteen (15) miles from any **PLANET FITNESS** Business, or rights to develop **PLANET FITNESS** Businesses, you or they are selling to us in such transaction.

16.13 **OUR RIGHT TO PURCHASE THE BUSINESS.**

(1) Exercise of Option. Upon termination or expiration, without your acquisition of a successor franchise, of this Agreement in accordance with its terms and conditions, we have the option, exercisable by giving written notice thereof (the "Purchase Notice") to you, to purchase the BUSINESS from you, including the leasehold rights to the Location, free and clear of all liens, restrictions or encumbrances. We must provide the Purchase Notice by the later of (a) sixty (60) days from the date of such termination or expiration, without your acquisition of a successor franchise, or (b) seven (7) days after determination of the purchase price (the "Notification Date"). We have the unrestricted right to assign this option to purchase the BUSINESS. We shall not be responsible for the performance of the obligations assigned nor shall we be held liable for the action or inaction of our assignee, including, but not limited to, its failure to close the transaction, provided that at the time of our assignment, we reasonably determine that the assignee has the capacity, including, but not limited to, the financial ability, to perform its assigned obligations. You acknowledge and agree that we may share the purchase price, due diligence materials and other relevant information regarding the BUSINESS on a confidential basis with a prospective assignee. 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 effecting the assets, contingent or otherwise.

(2) Leasehold Rights. You agree, at our election, to assign your leasehold interest in the Location to us or to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the prime lease. For the avoidance of doubt, if we do not exercise our option to purchase the BUSINESS hereunder, we may, upon termination or expiration of this Agreement, without your acquisition of a successor franchise, assume your leasehold interest by exercising our rights under the Lease without any obligation of payment or other consideration to you.

(3) Purchase Price. The purchase price for the BUSINESS will be its fair market value. The BUSINESS's fair market value will (a) be determined in a manner consistent with GAAP depreciation of the BUSINESS's equipment, signs, inventory, materials and supplies; (b) be based on the value of the BUSINESS as an independent, non-franchised business, and will not include any value for the Franchise or any rights granted by this Agreement, the Marks, goodwill of the Marks and the System, or participation in the network of **PLANET FITNESS** Businesses; and (c) exclude all goodwill you developed since your commencement of operations. The length of the remaining term of the lease for the Location will also be considered in determining the BUSINESS's fair market value.

(4) Exclusions. We may exclude from the assets purchased hereunder cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the BUSINESS's operation or that we have not approved as meeting standards for **PLANET FITNESS** Businesses, and the purchase price will reflect such exclusions.

(5) Appraisal. If we and you are unable to agree on the BUSINESS's fair market value, its fair market value will be determined by an appraiser agreeable to both parties. If we and you are unable to agree on an appraiser, then the BUSINESS's fair market value will be determined by three (3) independent appraisers who collectively will conduct one (1) appraisal. We will appoint one (1) appraiser, you will appoint one (1) appraiser and the two (2) party appointed appraisers will appoint the third appraiser; provided, however, that if you fail to timely appoint your appraiser, then the fair market value determined by our appraiser alone shall prevail. You and we agree to select our respective appraisers within fifteen (15) days after the date we determine that we are unable to agree on the BUSINESS's fair market value, and the two (2) appraisers so chosen are obligated to appoint the third appraiser within fifteen (15) days after the date on which the last of the two (2) party appointed appraisers was appointed. You and we will bear the cost of our own appraisers and share equally the reasonable fees and expenses of the third appraiser chosen by the two (2) party appointed appraisers. You and we will take reasonable actions to cause the appraisers to complete their appraisal within thirty (30) days after the third appraiser's appointment.

(6) Closing. The purchase price will be paid at the closing of the purchase, which will take place not later than ninety (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 our Affiliates, any amounts you owe to your landlord, System suppliers or that we are otherwise required to pay in order to assume lawful occupancy of the Location and operation of the BUSINESS and the costs of remedying any material unaddressed noncompliance with our standards, unless such owed amounts are already reflected in the purchase price.

(7) Instruments. At the closing, you agree to deliver instruments transferring:

(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, if any), with all sales and other transfer taxes paid by you;

(b) all licenses and permits of the BUSINESS which may be assigned or transferred; and

(c) the leasehold interest in the Location and improvements thereon.

(8) Escrow. 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, at our election, be accomplished through an escrow arrangement with an independent escrow agent selected by us.

(9) Releases. In connection with the closing of the sale, you and your Owners will execute General Releases.

(10) Operations. We may, but are not obligated to, assume operations of the BUSINESS as provided under Article 15.6 hereof, from the date of the Purchase Notice until closing. You must cooperate with and facilitate such assumption.

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

17. SECURITIES OFFERINGS.

17.1 SECURITIES OFFERINGS. Neither you nor any of your Owners may issue or sell, or offer to issue or sell, any of your securities or any securities of any of your Affiliates, if (1) such securities would be required to be registered pursuant to the Securities Act of 1933, as amended; (2) such securities would be owned by more than thirty five (35) persons; or (3) after such issuance or sale, you or such Affiliate would be required to comply with the reporting and information requirements of the Securities Exchange Act of 1934, as amended. Other offers, issuances or sales by you or your Owners of any of your securities or any securities of any of your Affiliates are subject to (1) our prior consent, such consent not to be unreasonably withheld, conditioned or delayed and (2) your compliance with all applicable laws and all of our requirements and restrictions concerning use of information about us and our Affiliates. If such proposed offering is either (i) a customary employee equity incentive or (ii) an equity issuance in connection with an additional capital contribution by an existing Owner, our consent under this Article 17.1 will not be required (although such proposed offering may be subject to Article 13 hereof). Any proposed private placement of your or of your Affiliate's securities must be approved by us. For any proposed securities offering approved in principle by us, you shall submit to us for our prior review all materials required by applicable law for the offering. No such materials shall be submitted to a government agency or to prospective investors unless and until we have furnished our written approval. No offering materials shall imply, by use of the Marks or otherwise, that we, our Affiliates, or our respective directors, officers, employees, shareholders, or agents are participating as an underwriter, issuer, or offeror of securities of either you or us, or that we have approved the offering prospectus or any other aspect of the offering. Any review by us of the offering materials or the information included therein shall be conducted solely for our benefit to determine their conformance with our internal policies, and not to benefit or protect any other person. Such review by us does not constitute, nor shall you or anyone acting on your behalf suggest that our review constitutes an approval, endorsement, acceptance, or adoption of any representation, warranty, covenant, or projection contained in the materials reviewed; and the offering documents shall include legends and statements, in the form and manner specified by us, disclaiming our liability for, or involvement in, the transaction described in the offering documents. You and other participants in the offering, must fully indemnify, defend and hold harmless us, our Affiliates and our respective directors, officers, employees, shareholders, and agents from any and all losses and expenses that arise directly or indirectly from, as a result of, or in connection with the offering. For any proposed offering, you shall reimburse our out-of-pocket costs (including the costs of our legal and accounting advisors) to review the materials when incurred. In addition, for any proposed offering that requires our consent under this Article 17.1, we may require you to pay us a non-refundable fee of up to the lesser of (a) one percent (1%) of the capital to be raised in the offering or (b) One Hundred Thousand U.S. Dollars ($100,000), at the time that you submit materials for review by us. Such fee may be charged only once to you and your Affiliates per offering, and will not be charged on a per-Franchise Agreement basis. You shall give us written notice at least ninety (90) days prior to the date of commencement of any offering or other transaction covered by this Article 17.1. Any such offering may be subject to our right of first refusal as provided in Article 13.8 hereof.

18. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION.

18.1 **INDEPENDENT CONTRACTORS.** Neither this Agreement nor the dealings of the parties pursuant to this Agreement shall create any fiduciary relationship or any other relationship of trust or confidence between the parties hereto. Furthermore, you and we acknowledge that this Agreement does not create any labor or employment relationship between you and us, nor between your and our employees, contractors, representatives and agents and that you are acting within the ordinary course of your business. The parties hereto, as between themselves, are and shall be independent contractors. You must conspicuously identify yourself in all dealings with customers, lessors, contractors, suppliers, public officials, employees and others as the owner of your BUSINESS and must provide written notice to all employees identifying yourself as a separate and distinct business from us, with such notice being affirmatively acknowledged by each of your employees in a form we specify in the Operations Manual or otherwise in writing from time to time. You agree to always indicate your status as an independent contractor and franchisee on any document or information released by you or any agreement you enter into in connection with the BUSINESS and to place such other notices of independent ownership on such forms, business cards, stationery, advertising and other materials as we may require from time to time. Further, you will display the following notice in a prominent place at the BUSINESS: ***"This Planet Fitness is a franchise of Planet Fitness Franchising LLC and is independently owned and operated."***

18.2 **NO LIABILITY FOR ACTS OF OTHER PARTY.** You agree not to employ any of the Marks in signing any contract or applying for any license or permit, or in a manner that may result in our liability for any of your indebtedness or obligations. Neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing, except as we may be authorized to do under this Agreement. We will not be obligated for any damages of any nature whatsoever to any person or property arising directly or indirectly out of the operation of your BUSINESS.

18.3 **TAXES.** We will have no liability for any sales, use, service, occupation, employment related, excise, gross receipts, income, property or other taxes, whether levied upon you or the BUSINESS, in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such taxes is your sole responsibility. Further, you will pay all state and local taxes, including, without limitation, sales, use, service, occupation, employment related, excise, gross receipts, income, property or other taxes that may be imposed on us as a result of our receipt or accrual of the Initial Franchise Fee, Royalty fees, advertising fees, extension fees, and all other fees that are referenced in this Agreement or in the Methods of Operation, whether assessed against you through withholding or other means or whether paid by us directly, unless the tax is credited against income tax otherwise payable by us. In such event, you will pay to us (or to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required. Notwithstanding anything to the contrary in this Agreement, this provision does not apply to taxes imposed on us by the state or municipality where we have our principal place of business.

18.4 **INDEMNIFICATION. IN ADDITION TO YOUR OTHER INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, YOU, AND EACH OF THE GUARANTORS, AGREE THAT YOU SHALL, AT ALL TIMES, INDEMNIFY, EXCULPATE, DEFEND AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, US, OUR SUCCESSORS, ASSIGNS, AND AFFILIATES (INCLUDING, BUT NOT LIMITED TO, PLANET FITNESS DISTRIBUTION LLC), AND THE RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, AND EMPLOYEES OF EACH OF THEM (THE "INDEMNIFIED PARTIES") FROM ALL LOSSES AND EXPENSES INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, CLAIM, DEMAND, INVESTIGATION, OR INQUIRY (FORMAL OR INFORMAL), OR ANY**

SETTLEMENT THEREOF, WHICH ARISES OUT OF OR IS BASED UPON ANY OF THE FOLLOWING: (A) THE INFRINGEMENT, ALLEGED INFRINGEMENT OR ANY OTHER VIOLATION BY YOU, YOUR GUARANTORS OR OWNERS OF ANY PATENT, MARK, COPYRIGHT, OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY THIRD PARTIES DUE TO YOUR UNAUTHORIZED USE OF ALL OR ANY PORTION OF THE MARKS AND/OR SYSTEM OR YOUR USE OF ANY MARKS OR OTHER INTELLECTUAL PROPERTY NOT LICENSED FROM US; (B) THE VIOLATION, BREACH, OR ASSERTED OR ALLEGED VIOLATION OR BREACH BY YOU, YOUR GUARANTORS OR OWNERS OF ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, RULING OR INDUSTRY STANDARD; (C) THE VIOLATION OR BREACH OR ALLEGED VIOLATION OR BREACH BY YOU OR BY YOUR GUARANTORS OR OWNERS OF ANY WARRANTY, REPRESENTATION, AGREEMENT, OR OBLIGATION OF THIS AGREEMENT OR IN ANY OTHER AGREEMENT BETWEEN YOU AND US OR OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (D) ANY DATA EVENT OR ALLEGED DATA EVENT ARISING FROM THE BUSINESS OR FROM THE ACTIONS OR INACTIONS OF YOU OR YOUR PERSONNEL; OR (E) ACTS, ERRORS, OR OMISSIONS OR ALLEGED ACTS, ERRORS OR OMISSIONS OF YOU, ANY OF YOUR AFFILIATES, ANY OF YOUR OWNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, AND EMPLOYEES OF YOU AND YOUR AFFILIATES IN CONNECTION WITH THE ESTABLISHMENT AND OPERATION OF THE BUSINESS, INCLUDING, BUT NOT LIMITED TO, ANY ACTS, ERRORS, OR OMISSIONS OF ANY OF THE FOREGOING IN THE OPERATION OF ANY MOTOR VEHICLE OR IN THE ESTABLISHMENT OR IMPLEMENTATION OF SECURITY FOR THE BUSINESS; UNLESS (AND THEN ONLY TO THE EXTENT THAT) THE CLAIMS, OBLIGATIONS, AND DAMAGES ARE DETERMINED TO BE CAUSED SOLELY BY THE INDEMNIFIED PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT ACCORDING TO A FINAL, UNAPPEALABLE RULING ISSUED BY A COURT OR ARBITRATOR WITH COMPETENT JURISDICTION. FOR PURPOSES OF THIS INDEMNIFICATION, "LOSSES AND EXPENSES" INCLUDE ALL OBLIGATIONS, DAMAGES (ACTUAL, CONSEQUENTIAL OR OTHERWISE) AND COSTS INCURRED IN THE DEFENSE OF ANY CLAIM AGAINST ANY OF THE INDEMNIFIED PARTIES, INCLUDING, WITHOUT LIMITATION, REASONABLE 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, SETTLEMENT COSTS, AND TRAVEL AND LIVING EXPENSES. WE HAVE THE RIGHT TO DEFEND ANY SUCH CLAIM AGAINST US AT YOUR EXPENSE WITH COUNSEL WE SELECT. YOU ACKNOWLEDGE THAT YOUR VIOLATION OR ALLEGED VIOLATION OF CERTAIN LAWS OR SETTLEMENTS MAY RESULT IN REGULATORY ENFORCEMENT AND/OR CLASS ACTION LITIGATION. YOU SHALL PROVIDE THE ADDITIONAL COOPERATION AND ASSISTANCE THAT WE REQUEST IN ORDER TO RELEASE THE INDEMNIFIED PARTIES FROM LIABILITY FOR INDEMNIFIABLE LOSSES AND EXPENSES HEREUNDER. THIS INDEMNITY WILL CONTINUE IN FULL FORCE AND EFFECT SUBSEQUENT TO AND NOTWITHSTANDING THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

18.5 **MITIGATION NOT REQUIRED.** Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

18.6 **NOTIFICATION OF ADVERSE ACTION.** You shall notify us within five (5) Business Days if you or your Affiliates: (a) receive a notice of violation or alleged violation of any law, ordinance or regulation, (b) receive a material allegation or threat that is likely to result in the commencement of

any action, suit, proceeding or investigation, (c) have any such action, suit, proceeding or investigation commenced against you or them, (d) have any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality issued against you or them, (e) receive any notice of default, reservation of rights, non-payment, acceleration or termination from a lender or landlord, (f) experience a credit downgrade, or (g) experience any other event, that, in each case if not addressed or if resolved unfavorably, would be reasonably expected to have a material adverse effect on the BUSINESS, your right to develop, operate or occupy the Location, your financial condition or your ability to comply with this Agreement or any other agreement you have with us or our Affiliates (each, an "Adverse Action"). Events under clauses (a)-(d) above that if not addressed or if resolved unfavorably would not be reasonably expected to have a material impact on the BUSINESS shall not be considered Adverse Actions. You shall furnish to us within five (5) Business Days after receipt thereof, a copy of any notices, subpoenas, or other initial pleadings served upon or received by you in connection with any Adverse Action, updates of substantive developments and you shall otherwise reasonably cooperate with us in monitoring the progress of any Adverse Action. You shall furnish to us within two (2) Business Days after receipt thereof, a copy of any material violation or citation which indicates your violation of any law, regulation, or ordinance in the operation of the BUSINESS, violation of your Lease, or of any alleged health or safety code violation from any governmental agency that, if not addressed, would be reasonably expected to have a material effect on the BUSINESS. You shall immediately notify us (and within no less than twenty-four (24) hours) of any event or circumstance related to the BUSINESS that is reasonably likely to attract material negative media or regulatory attention, or might be reasonably expected to negatively impact the reputation of the **PLANET FITNESS** brand or the goodwill associated with the Marks.

19. ENFORCEMENT AND MISCELLANEOUS MATTERS.

19.1 **SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.** Except as expressly provided to the contrary herein, each provision of this Agreement, and any portion thereof, will be considered severable and if, for any reason, any such provision is held to be invalid or contrary to 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 as may remain otherwise intelligible, which will continue to be given full force and effect and bind the parties hereto, although any portion held to be invalid will be deemed not to be a part of this Agreement from the date the time for appeal expires, if you are a party thereto, otherwise upon your receipt from us of a notice of non-enforcement thereof.

19.2 **LESSER COVENANT ENFORCEABLE.** If any covenant herein 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 thereof, 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 is applicable to the validity of such covenant.

19.3 **GREATER NOTICE.** If any applicable and binding law or rule of any jurisdiction requires a greater prior notice than is required hereunder 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 hereunder, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any part of the mandatory Methods of Operation is invalid or unenforceable the prior notice and/or other action required by such law or rule will be substituted for the comparable provisions hereof, and we will have the right to modify such invalid or unenforceable provision or unenforceable part of this Agreement or the Operations Manual or any part of the mandatory Methods of Operation 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 hereof as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof, or any part of the mandatory Methods of Operation, any portion or portions which a court or arbitrator may hold 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.

19.4 **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 written notice thereof to the other or such other effective date stated in the notice of waiver. Any waiver we grant will be without prejudice to any other rights we may have, will be subject to our continuing review and may be revoked at any time and for any reason, effective upon delivery to you of ten (10) days' prior written notice. We and you will not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including without limitation the right to demand exact compliance with every term, condition and covenant herein or to declare any breach thereof to be a default and to terminate this Agreement prior to the expiration of its term) by virtue of: any custom or practice at variance with the terms hereof; our or your failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with our and your obligations hereunder including without limitation the mandatory Methods of Operation; our waiver, forbearance, delay, failure, or omission to exercise any right, power or option whether of the same, similar or different nature with respect to other **PLANET FITNESS** Businesses; the existence of other franchise agreements for **PLANET FITNESS** Businesses which contain different provisions from those contained herein; or our acceptance of any payments due from you after any breach of this Agreement. We may adopt policies from time to time to guide our decision making, promote consistency and improve or protect the System. Such policies shall not be binding on us and are subject to change. No special or restrictive legend or endorsement on any check or similar item given to us will constitute a waiver, compromise, settlement or accord and satisfaction. We are authorized to remove or obliterate any legend or endorsement, and such legend or endorsement will have no effect.

19.5 **FORCE MAJEURE.** Neither we nor you will be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations is not our or your fault and results from (each, a "Force Majeure Event"):

(1) transportation shortages, inadequate supply of equipment, products, merchandise, supplies, labor, material or energy or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, regulations, or instructions of any federal, state or municipal government or any department or agency thereof;

(2) hurricanes, earthquakes, or other acts of nature;

(3) fires, strikes, embargoes, war or riot; or

(4) any other similar event or cause beyond the reasonable control of the applicable party.

Notwithstanding the above, lack of funds and economic conditions shall not constitute a Force Majeure Event hereunder. Any delay resulting from a Force Majeure Event will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that a Force Majeure Event will not extend the timeline for or excuse any payment obligations to us or our Affiliates hereunder. If we send you a Notice of Default, and you believe a Force Majeure Event has occurred which relates to the applicable Event of Default, you must promptly notify us and include in such notice a description of the Force Majeure Event, its impact on your obligations to us and the estimated duration of impact.

19.6 **OUT-OF-STOCK AND DISCONTINUED.** We are not liable to you for any loss or damage, or deemed to be in breach of this Agreement, if we cannot deliver, or cause to be delivered, or if our Affiliates or designated sources or Approved Suppliers cannot deliver, all of your orders for

products, merchandise, equipment, supplies, etc., where such things are out-of-stock or discontinued.

19.7 **COSTS AND ATTORNEYS' FEES.** If we incur expenses in connection with your failure to pay when due amounts owed to us or to submit when due any reports, information or supporting records or otherwise to comply with this Agreement, you agree to reimburse us for any of the costs and expenses which we incur, including, without limitation, reasonable accounting, attorneys', and related fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement will be entitled to recover its reasonable costs and expenses (including attorneys' fees, arbitrator's fees and expert witness fees, costs of investigation and proof of facts, court costs, and other arbitration or litigation expenses) incurred in connection with the claims on which it prevailed. If any party does not participate in mediation after receiving a written demand to do so, as required hereunder, such party will be required to pay the reasonable costs and expenses (including attorneys' fees, arbitrator's fees and expert witness fees, costs of investigation and proof of facts, court costs, and other arbitration or litigation expenses) of the other party incurred after such party's failure to participate in the mediation. If you have requested this Agreement at a time when we are actively pursuing, but do not have an active franchise registration in an applicable jurisdiction, if you request a change to this Agreement after signing, or if you request additional documents (amendments, assignments, tri-party agreements, lender consents or comfort letters, etc.), and, in connection with our fulfillment of such request, we incur third-party costs or pay a filing fee, we may require you to pay or reimburse such reasonable costs and fees.

19.8 **RIGHTS OF PARTIES ARE CUMULATIVE.** Our and your rights hereunder are cumulative, and no exercise or enforcement by us or you of any right or remedy hereunder will preclude our or your exercise or enforcement of any other right or remedy hereunder which we or you are entitled by law to enforce.

19.9 **DISPUTE RESOLUTION**.

(1) Mediation. Except as provided in Article 19.9(3), prior to filing any demand for arbitration, the parties agree to mediate any dispute, controversy or claim between and among the parties and any of our or your Affiliates, officers, directors, shareholders, members, guarantors, employees or owners arising under, out of, in connection with or in relation to this Agreement, any Lease for your BUSINESS, any loan or other finance arrangement between us or our Affiliates and you, the parties' relationship, your BUSINESS, or any System standard in accordance with the following procedures:

(a) The party seeking mediation must commence mediation by sending the other party, in accordance with Article 20, a written notice of its request for mediation headed "Notification of Dispute." The Notification of Dispute will specify, to the fullest extent possible, the party's version of the facts surrounding the dispute; the amount of damages and the nature of any injunctive or other relief such party claims. The party (or parties as the case may be) receiving a Notification of Dispute will respond within twenty (20) days after receipt thereof, in accordance with Article 20, stating its version of the facts and, if applicable, its position as to damages sought by the party initiating the dispute procedure; provided, however, that if the dispute has been the subject of a Notice of Default given under Article 15 of this Agreement, the other party will respond within ten (10) Business Days.

(b) Upon receipt of a Notification of Dispute and response under Article 19.9(1)(a), the parties will endeavor, in good faith, to resolve the dispute outlined in the Notification of Dispute and response. If the parties have been unable to resolve a dispute outlined in a Notification of Dispute or a response thereto within twenty (20) days after receipt of the response, either party may initiate a mediation procedure with the American Arbitration Association ("AAA"), pursuant to its

Commercial Mediation Procedures (the "Procedures"). The parties must select a mediator either jointly or as provided in the Procedures.

(c) All mediation sessions will occur in Portsmouth, New Hampshire (or in the city of our then-current headquarters, if our headquarters are no longer in New Hampshire), and must be attended by your Responsible Owner (and any other persons with authority to settle the dispute on your behalf) and our representative(s) who is/are authorized to settle the dispute. The parties may be represented by counsel at the mediation. The parties agree to participate in the mediation proceedings in good faith and with the intention of resolving the dispute if at all possible within ninety (90) days of the notice from the party seeking to initiate the mediation procedures. If the dispute is not resolved within ninety (90) days, any party may initiate an arbitration pursuant to Article 19.9(2). In addition, if the party receiving notice of mediation has not responded within five (5) days of delivery of the notice or a party fails to participate in the mediation, this Article 19.9(1) will no longer be applicable and the other party can pursue arbitration. The parties shall split equally the costs of the mediator. Each party must pay its own fees and expenses incurred in connection with the mediation. The mediation proceeding and any negotiations and results thereof will be treated as a compromise settlement negotiation and the entire process is confidential, except as otherwise expressly provided by applicable law. At least five (5) days prior to the initial mediation session, each party must deliver a written statement of positions.

(2) Arbitration. Except as provided in Article 19.9(3), any dispute, controversy or claim between you and us and any of our or your Affiliates, officers, directors, shareholders, members, guarantors, employees or owners arising under, out of, in connection with or in relation to this Agreement, any Lease for your BUSINESS, any loan or other finance arrangement between us or our Affiliates and you, the parties' relationship, your BUSINESS, or any System standard or the scope of validity of the arbitration obligation under this Article not resolved by mediation must be submitted to binding arbitration in accordance with the Federal Arbitration Act. The arbitration will be administered by the AAA pursuant to its Commercial Arbitration Rules then in effect by one arbitrator.

(a) In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim not submitted or filed in such proceeding will be barred.

(b) Any arbitration must be on an individual basis only as to a single Franchise Group (and not as or through an association) and the parties and the arbitrator will have no authority or power to proceed with any claim on a class-wide basis or otherwise to join or consolidate any claim with any claim or any other proceeding involving third parties or any other Franchise Group. If a court or arbitrator determines that this limitation on joinder of or class-wide claims is unenforceable, then the agreement to arbitrate the dispute will be null and void and the parties must submit all claims to the jurisdiction of the courts, in accordance with Article 19.11.

(c) The arbitration must take place in Portsmouth, New Hampshire (or in the city of our then-current headquarters, if our headquarters are no longer in New Hampshire).

(d) The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. The arbitrator may not under any

circumstance (a) stay the effectiveness of any pending termination of this Agreement, (b) assess punitive or exemplary damages, (c) certify a class or a consolidated action, or (d) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. If the arbitrator determines that any contractual limitations period provided for in this Agreement is not applicable or enforceable, then the parties agree to be bound by the provision of any statute of limitations which would otherwise be applicable to the controversy, dispute or claim which is the subject of any arbitration proceeding initiated hereunder. The arbitrator will decide any factual, procedural, or legal questions relating in any way to the dispute between the parties, including, but not limited to: any decision as to whether this Article 19.9 is applicable and enforceable as against the parties, subject matter, timeliness, scope, remedies, unconscionability, and any alleged fraud in the inducement.

(e) Other than as may be required by law, the entire arbitration proceedings (including, but not limited to, any rulings, decisions or orders of the arbitrator), will remain confidential and will not be disclosed to anyone other than the parties to this Agreement.

(f) 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 recovery of those costs in accordance with Article 19.7.

(3) Injunctive Relief/No Waiver of Arbitration. Notwithstanding Articles 19.9(1) and 19.9(2) of this Agreement, either party shall have the right to request injunctive relief (without any requirement to post a bond) from any court of competent jurisdiction, including, without limitation, application for injunctive relief to protect against trademark infringement, unauthorized use of trademark, loss of possession of real or personal property, violations of non-competition or confidentiality obligations, termination of this Agreement, or to maintain the efficacy of an ongoing arbitration, and that such request shall not constitute a waiver of the moving party's right to demand arbitration of any dispute pursuant to Article 19.9(2) and its subparts.

(4) Survival. The provisions of this Article 19.9 are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

(5) Tolling of Statute of Limitations. All applicable statutes of limitation and defenses based on the passage of time are tolled while the dispute resolution procedures in this Article 19.9 are pending. The parties will take such action, if any, required to effectuate such tolling.

(6) Performance to Continue. Each party must continue to perform its obligations under this Agreement pending final resolution of any dispute pursuant to this Article 19.9, unless to do so would be impossible or impracticable under the circumstances.

(7) Conflict. If there is a dispute between us and you and/or your affiliates involving this Agreement along with other Franchise Agreements between such parties, and those Franchise Agreements contain inconsistent dispute resolution provisions, then the procedural aspects of the dispute resolution provisions of the most recent Franchise Agreement, including, but not limited to, venue, and mediation and arbitration process, shall apply to the dispute in lieu of the provisions of Articles 19.9-19.12 hereof, unless this Agreement is the most recent Franchise Agreement, in which case the foregoing Articles shall apply to the dispute.

19.10 **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 as required hereby, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 *et seq.*) 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 New Hampshire, without regard to its conflict of laws principles, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless jurisdictional requirements are met independently without reference to this Article.

19.11 **CONSENT TO JURISDICTION.** Subject to Article 19.9, you and your Owners agree that we may institute any action or seek injunctive relief against you or your Owners in any state or federal court of general jurisdiction in New Hampshire or the county in which Franchisee is domiciled, or the county in which the Location is located, and you (and each Owner) irrevocably submit to the jurisdiction of any such courts and waive any objection you (or such Owner) may have to either the jurisdiction of or venue in such courts. For any claims not subject to Article 19.9(2), you must only bring such claims in a state or federal court of general jurisdiction in New Hampshire.

19.12 **WAIVER OF PUNITIVE DAMAGES, JURY TRIAL AND CLASS ACTIONS. EXCEPT WITH RESPECT TO YOUR OBLIGATION TO INDEMNIFY US PURSUANT TO ARTICLE 18.4 AND CLAIMS WE BRING AGAINST YOU FOR YOUR UNAUTHORIZED USE OF THE MARKS OR UNAUTHORIZED USE OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION OR BUSINESS INFORMATION, 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 US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS. WE AND YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US. THIS WAIVER IS EFFECTIVE EVEN IF A COURT OF COMPETENT JURISDICTION DECIDES THAT THE ARBITRATION PROVISION IN THIS ARTICLE 19 IS UNENFORCEABLE. WE EACH WAIVE TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW OUR RESPECTIVE RIGHTS TO BRING AGAINST THE OTHER OR ANY AFFILIATE OR THE OTHER ANY CLAIMS DENOMINATED AS A CLASS ACTION, CONSOLIDATED ACTION, OR JOINT ACTION, WHETHER OR NOT PERMITTED UNDER APPLICABLE COURT RULES. EACH PARTY ACKNOWLEDGES THAT IT HAS HAD A FULL OPPORTUNITY TO CONSULT WITH COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL, AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.**

19.13 **BINDING EFFECT.** This Agreement is binding upon us and you and our respective executors, administrators, heirs, beneficiaries, assigns and successors in interest and may not be modified except in accordance with Article 19.21 hereof; provided, however, we may unilaterally modify the Operations Manual.

19.14 **APPROVAL AND CONSENT.** Whenever our prior written approval or consent is required hereunder, you agree to submit to us a timely written request for such consent or approval. Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of 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.

19.15 **HEADINGS; CONSTRUCTION.** The headings of the Articles hereof are for convenience only and do not define, limit or construe the contents of such Articles. Except as contemplated by the provisions of Article 18.4 and 19.9, nothing in this Agreement is intended, nor is deemed, to confer

any rights or remedies upon any person not a party hereto. If applicable law shall impose a covenant of good faith and fair dealing in this Agreement, the parties hereto agree that such covenant shall not impose any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall impose such covenant, we and you acknowledge and agree that (a) this Agreement (and the relationship of the parties which arises from this Agreement) grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your express rights and obligations hereunder that may affect favorably or adversely your interests; (b) we will use our judgment in exercising such rights based on our assessment of our own interests and balancing those interests against the interests of the owners of **PLANET FITNESS** Businesses generally (including ourselves, and our Affiliates and other franchisees), and specifically without considering your individual interests or the individual interests of any other particular franchisee, and no court, arbitrator or judge or trier of fact, or any other person reviewing those activities or decisions may substitute their judgment for our judgment, in recognition of the fact that the long-term goals of a franchise system, and the long-term interests of both us and our franchisees taken together, require that we have the latitude to exercise our business judgment in administering, managing and overseeing the System; (c) we will have no liability to you for the exercise of our rights in this manner so long as such rights are not exercised in bad faith toward you; and (d) in the absence of such bad faith, no trier of fact in any legal action or arbitration proceeding shall substitute their judgment for our judgment so exercised.

19.16 **JOINT AND SEVERAL OWNERS' LIABILITY.** If two (2) or more persons are at any time the Owner of the BUSINESS hereunder, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several.

19.17 **ANTI-TERRORISM LAWS.** You acknowledge that it is our intent to comply with all anti-terrorism laws enacted by the U.S. Government, including, but not limited to, the USA PATRIOT ACT or Executive Order 13324. You represent and warrant that neither you nor any of your Affiliates are now, nor have you or they ever been, a suspected terrorist or otherwise associated directly or indirectly with terrorist activity. You represent and warrant that to your actual and constructive knowledge that neither you, nor any of your Affiliates, or any funding source for the BUSINESS is now or during the term of this Agreement will be (1) identified on the sanctions or "blocked persons" lists at the United States Treasury's Office of Foreign Assets Control; (2) directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government; (3) acting on behalf of the government of, or is involved in business arrangements or other transactions with, any country that is subject to such an embargo; (4) on the U.S. Department of Commerce Denied Persons, Entities and Unverified Lists, the U.S. Department of State's Debarred Lists, or on the U.S. Department of Treasury's Lists of Specialty Designated Nationals, Specialty Designated Narcotics Traffickers or Specialty Designated Terrorists, or any other lists of persons that are restricted or prohibited from doing business in the United States, as such lists may be amended from time to time (collectively, the "Lists"); or (5) selling products, goods, or services to, or otherwise enter into a business arrangement with, any person on any of the Lists or with which you are otherwise prohibited from doing business. You agree to notify us in writing immediately upon the occurrence of any act or event that would render any of these representations incorrect. At any time during the Term of this Agreement, if we are prohibited from doing business with you or any of your Affiliates under any anti-terrorism law enacted by the U.S. Government, then we may terminate this Agreement immediately.

19.18 **RIGHT TO INFORMATION.** You consent to us obtaining, using and disclosing to third parties (including, without limitation, financial institutions, legal and financial advisors, and existing or prospective franchisees), for any purpose we reasonably specify or as may be required by law, all financial and other information (including, without limitation, membership data and customer lists) contained in or resulting from information, data, materials, statements and reports related, directly or indirectly, to the BUSINESS. You acknowledge that our ability to obtain, use and disclose such information allows us to, among other things, better understand the performance of the System, continually improve the System, negotiate favorable arrangements with System suppliers, attract

new franchisees, and assist existing franchisees in developing and operating their **PLANET FITNESS** Businesses.

19.19 **MULTIPLE COPIES AND ELECTRONIC RECORDS.** This Agreement may be executed in multiple copies, each of which will be deemed an original, and all of which when taken together shall constitute one and the same document. You consent and agree that: (i) we may provide and maintain all disclosures, agreements, amendments, notices, and all other evidence of transactions between us and you in electronic form, (ii) electronic copies of this Agreement and related agreements between us and you are valid, (iii) you will not contest the validity of the originals or copies of this Agreement and related agreements, absent proof of altered data or tampering, and (iv) this Agreement and related agreements may be executed by electronic means and such execution is legally binding and enforceable as an "electronic signature" and the legal equivalent of a handwritten signature.

19.20 **ENTIRE AGREEMENT BETWEEN THE PARTIES.** This Agreement together with any exhibits, addenda and appendices hereto constitute the sole agreement between you and us with respect to the entire subject matter of this Agreement and embody all prior agreements and negotiations with respect to your BUSINESS authorized hereunder. There are no representations or warranties of any kind, express or implied, except as contained herein or in the FDD provided to you in connection with this Agreement. You also acknowledge that your status as a **PLANET FITNESS** franchisee confers no right to be considered or preferred for any franchise or development opportunity except with respect to your rights in the Franchise expressly provided hereunder. You acknowledge that you received the FDD at least fourteen (14) days before you signed this agreement or any other agreement with us or an Affiliate or paid us or an Affiliate any money. Except to the extent we have negotiated changes to this Agreement that differ from the FDD, nothing in this Agreement is intended to disclaim representations that were provided to you in the FDD.

19.21 **AMENDMENTS.** Except with respect to address changes and updates to Appendix A as described herein, the terms of this Agreement may not be amended or modified unless such amendment or modification is (i) reduced to writing and signed by both you and us or (ii) both (a) approved, under the Voting Procedures, by at least seventy percent (70%) of all United States franchised **PLANET FITNESS** Businesses (excluding company-owned locations) and us and (b) applies equally to similarly situated franchisees. In such event, at our option you shall promptly sign an amendment to this Agreement reflecting such changes.

19.22 **AREA DEVELOPMENT AGREEMENT ADDENDUM.** This Article 19.22 is only applicable if you or your Affiliate have entered into an ADA with us, as referenced in Appendix F hereto. The ADA entered into with us contains certain negotiated provisions which are intended to apply to, and modify, future franchise agreements entered into between the parties. These negotiated provisions are set forth in Appendix F. Therefore, notwithstanding anything to the contrary set forth in this Agreement, to the extent any provision in Appendix F contradicts any provision in this Agreement, or is in addition to any provision of this Agreement, Appendix F shall control to the extent of such inconsistency or addition. Both we and you acknowledge and agree that Appendix F has been added at the request and for the convenience and benefit of all parties and with advice from their counsel.

19.23 **TIME**. Time is of the essence to this Agreement.

20. **NOTICES AND PAYMENTS.** All written notices and reports permitted or required to be delivered by the provisions of this Agreement or the Operations Manual to us must be addressed to the General Counsel at the most current principal business address of which you have been notified. All payments will be deemed delivered when received and will be deemed delivered by EFT or bank-wire transfer upon telephone or electronic confirmation with the receiving bank. All written notices and reports permitted or required to be delivered by the provisions of this Agreement to you shall be addressed to your Responsible Owner or Approved Operator at your most current principal business address of which we have been notified, or the mailing address listed for your Responsible Owner or Approved Operator as listed on Appendix A. We may

deliver copies of notices hereunder to your Owners, landlord, lenders or other parties that have a right to receive copies thereof. We will exercise reasonable efforts to promptly notify you of any copies of notices delivered to third parties. Notices or reports will be deemed delivered:

(1) at the time delivered by hand;

(2) one (1) Business Day after transmission by e-mail or other electronic system, provided there is evidence of delivery and notice is also promptly provided pursuant to the methods set forth in subsections (1), (3), or (4);

(3) one (1) Business Day after being deposited with a commercial courier service for next Business Day delivery with tracking information available; or

(4) five (5) Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid.

[Remainder of page intentionally left blank; signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

PLANET FITNESS FRANCHISING LLC

By: _____

Print Name:

Title:

EFFECTIVE DATE: _____

EACH OF THE UNDERSIGNED PARTIES REPRESENTS AND WARRANTS THAT SUCH PARTY HAS NOT RELIED UPON ANY GUARANTEES CONCERNING REVENUE, PROFIT OR THE SUCCESS OF THIS FRANCHISE IN SO SIGNING. FRANCHISEE ACKNOWLEDGES AND AGREES THAT IT (1) HAS SPECIFICALLY REVIEWED THE COMPLETED VERSION OF APPENDICES A (OWNERSHIP ADDENDUM), D (SILENT INVESTORS), AND F (AREA DEVELOPMENT AGREEMENT ADDENDUM), (2) IS BOUND THEREBY, (3) IS BEST POSITIONED, BETWEEN THE PARTIES, TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED AND CONTAINED THEREIN AND (4) HAS CAUSED ALL REQUIRED PARTIES TO RECEIVE, REVIEW AND EXECUTE APPENDIX C (PERSONAL COVENANTS REGARDING CONFIDENTIALITY AND NON-COMPETITION). AS SUCH, WE ARE ENTITLED TO RELY ON SUCH INFORMATION. FRANCHISEE REPRESENTS AND WARRANTS THAT ALL SUCH INFORMATION IS TRUE, CORRECT AND COMPLETE AS OF THE DATE OF FRANCHISEE'S EXECUTION OF THIS AGREEMENT, PROVIDED, HOWEVER, THAT AN IMMATERIAL INACCURACY IN SUCH INFORMATION SHALL NOT BE A DEFAULT UNDER THIS AGREEMENT.

BY SIGNING BELOW, I REPRESENT AND WARRANT THAT I HAVE HAD AMPLE TIME TO REVIEW AND DISCUSS THIS AGREEMENT WITH MY ATTORNEY(S). I UNDERSTAND THAT THIS AGREEMENT GOVERNS OUR BUSINESS RELATIONSHIP WITH RESPECT TO THE BUSINESS AND REQUIRES THE ARBITRATION OF DISPUTES.

[FRANCHISEE]

By: _____
(Authorized Representative)

Print Name:_____

Title: _____

Dated: _____

APPENDIX A
TO THE FRANCHISE AGREEMENT

OWNERSHIP ADDENDUM

1. **RESPONSIBLE OWNER.** The name, e-mail address, and address of the Responsible Owner is as follows: [Name (Email), Address, City, State, Postal].

2. **APPROVED OPERATOR.** The name, e-mail address, and address of the Approved Operator is as follows: [Name (Email), Address, City, State, Postal].

3. **ENTITY DETAILS.**

Franchisee was organized as a [limited liability company/corporation] on _____, under the laws of the [State/Commonwealth] of _____. Its Federal Identification Number is _____. It has not conducted business under any name other than its corporate or company name. Its principal business address is _____.

4. **OWNERS.**

You represent and warrant that the following is a complete and accurate list of all Owners of any direct or indirect ownership interest whatsoever in you, including the full name, email address, and mailing address of each Owner, and fully describes the nature and extent of each Owner's interest in you. You represent and warrant that each Owner is the sole and exclusive legal and beneficial owner of such Owner's ownership interest in you, free and clear of all liens, restrictions, agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement. If this Franchise Agreement is entered into pursuant to an ADA, your ownership shall be the same as set forth in the ADA, unless otherwise noted below.

Owner's Name and Contact Information	Percentage and Nature of Ownership Interest

[Remainder of page intentionally left blank; end of Appendix A]

APPENDIX B
TO FRANCHISE AGREEMENT

GUARANTY OF FRANCHISEE'S OBLIGATIONS ("Guaranty")

In consideration of, and as an inducement to, the execution of the Franchise Agreement dated as of the Effective Date, (the "Agreement") by and between Planet Fitness Franchising LLC ("Franchisor"), and _____ ("Franchisee") each of the undersigned Affiliate(s) or Owners of Franchisee hereby unconditionally: (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant of Franchisee set forth in the Agreement (and any amendments) and that each and every representation of Franchisee made in connection with the Agreement (and any amendments) are true, correct and complete in all respects at and as of the time given; and (2) agree to be bound by, and liable for the breach of, each and every provision in the Agreement (and any amendments) binding on Franchisee, including, without limitation, the confidentiality obligations and non-competition covenants in Articles 8 and 16 of the Agreement, respectively.

Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right the undersigned may have to require that an action be brought against Franchisee or any other person as a condition of liability; (e) notice of any amendment to the Agreement; and (f) any and all other notices and legal or equitable defenses to which the undersigned may be entitled.

Each of the undersigned consents and agrees that: (i) the undersigned's direct and immediate liability under this guaranty shall be joint and several in each and every respect; (ii) the undersigned shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses to do so punctually; (iii) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (iv) such liability shall not be diminished, relieved or otherwise effected by any extension of time, credit or other indulgence which the Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable until satisfied in full.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of the Guaranty will inure to the benefit of our successors and assigns.

This Guaranty shall be governed by the governing law provisions set forth in Article 19.10 of the Agreement and all disputes related to it shall be resolved in accordance with the dispute resolution provisions set forth in Articles 19.9, 19.11, and 19.12 of the Agreement.

If any Guarantors are natural persons, such Guarantors agree to be personally bound and personally liable under this Guaranty.

If any Guarantors are Entities, such Guarantors represent and warrant that they are duly formed and in good standing in the jurisdiction in which they are organized; and shall promptly provide to Franchisor their organizational documents, shall, upon request by Franchisor, provide their balance sheet and statement of income on an annual basis by March 30 of each year; and shall promptly provide to Franchisor any information regarding any transfers of interest or sale of substantial assets in the undersigned. In the event of a transfer of control of a Guarantor that is an Entity or the impairment of the financial capacity of a Guarantor that is an Entity, in Franchisor's reasonable judgment, Franchisor shall have the right to require a personal guaranty from Franchisee's Owners in substantially the same form as in this Guaranty.

No default or failure to comply with the terms of this Guaranty shall constitute a default of any other franchise agreement that the undersigned may have with Franchisor.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed the undersigned's signature, under seal, as of the Effective Date of the Agreement.

GUARANTOR(S):

_____
(Signature)
_____
(Print Name)

_____
(Signature)
_____
(Print Name)

[AFFILIATE ENTITY]

By: _____
(Authorized Representative)
Print Name:_____
Title: _____
Dated: _____

[Remainder of page intentionally left blank; end of Appendix B]

APPENDIX C
TO FRANCHISE AGREEMENT

PERSONAL COVENANTS REGARDING
CONFIDENTIALITY AND NON-COMPETITION
(OWNER(S), APPROVED OPERATOR AND FRANCHISEE EXECUTIVES)

In conjunction with your role in _____ ("Franchisee"), you the undersigned, on a several and not joint basis, acknowledge and agree as follows:

1. Franchisee owns and operates, or is developing, a **PLANET FITNESS** business (the "Business") located or to be located at _____ (the "Location") pursuant to a franchise agreement (the "Franchise Agreement") with Planet Fitness Franchising LLC ("we", "us" or "our"). The Franchise Agreement requires persons with legal or beneficial ownership interests in Franchisee, the Approved Operator (as defined in the Franchise Agreement), and, if applicable, any Franchisee Executives (as defined in the Franchise Agreement) to be personally bound by confidentiality and noncompetition covenants under certain circumstances. All capitalized terms contained herein shall have the same meaning set forth in the Franchise Agreement.

2. You own or intend to own a legal or beneficial ownership interest in Franchisee, you have been designated an Approved Operator of Franchisee, or you are a Franchisee Executive. You acknowledge and agree that your execution of this Personal Covenants Regarding Confidentiality and Non-Competition (this "Agreement") is a condition to such ownership interest, such designation, or such role in the Business, as applicable, to our issuance of the Franchise Agreement to Franchisee and your access to our Confidential Information (as defined in the Franchise Agreement), which constitutes good and valuable consideration for your execution of this Agreement. We may enforce this Agreement directly against you.

3. If you are a corporation, partnership, limited liability company or other entity, all persons who have a legal or beneficial interest in you must also execute this Agreement.

4. You may gain access to parts of our Confidential Information as a result of your role with or investment in Franchisee. The Confidential Information is proprietary and includes our trade secrets. Any Confidential Information you receive shall be subject to the provisions of the Franchise Agreement and any other limitations that we may impose in writing from time-to-time, and you agree to abide by such limitations. You hereby agree that while you have a management role or legal or beneficial ownership interest in Franchisee and thereafter you: (a) will not use the Confidential Information in any other business or capacity (such use being an unfair method of competition) or in any manner not expressly authorized by us; (b) will strictly maintain the confidentiality of the Confidential Information; (c) will not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; (d) will exercise your best efforts, including the implementation of all reasonable procedures we prescribe from time to time, to prevent unauthorized use or disclosure of the Confidential Information; and (e) as applicable, will disclose the Confidential Information to your officers, directors, employees and other personnel, only to the extent necessary to fulfill your obligations under this Agreement. You must also maintain the confidentiality of all Business Information (as defined in the Franchise Agreement) and may not use such information for purposes unrelated to Franchisee's or its affiliates' **PLANET FITNESS** businesses or status as **PLANET FITNESS** franchisees or in a manner prohibited by their agreements with us and our affiliates. You acknowledge you are aware that (i) the Confidential Information and Business Information may relate to publicly traded securities, and (ii) the restrictions imposed by applicable securities laws restrict trading in securities while in possession of material non-public information and on communication of such information when it is reasonably foreseeable that the recipient is likely to trade such securities in reliance on such information. You agree not to trade, either directly or through other persons or entities, based on Confidential Information or Business Information in a manner that would violate the securities law of any applicable jurisdiction including, without limitation, the United States securities laws. When there are no longer any **PLANET FITNESS** businesses in which you have an interest or management role, you must: (a) coordinate the de-activation of your access to the Designated Franchise Portal and any other software, computer systems and electronic mailing lists, containing Confidential Information, and (b) upon our request or in accordance with such procedures as we may specify in the Operations Manual, destroy or deliver to us all Confidential

Information in your possession. If you become legally compelled by a judicial or legislative order of a governmental authority or court of competent jurisdiction to disclose any of the Confidential Information, you shall provide us with prompt written notice of such requirement before you disclose any Confidential Information so that we may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. Upon our request, you shall take all reasonable steps requested to assist us in contesting such request for disclosure. If the protective order or other remedy is not obtained, or we waive compliance with this Agreement, you agree to furnish only that portion of the Confidential Information you are advised by counsel is legally required to be disclosed and to exercise commercially reasonable efforts to obtain assurance that confidential treatment will be afforded to such Confidential Information.

5. You specifically acknowledge that you will receive valuable, specialized training, Confidential Information, and other proprietary and specialized information and knowledge that provide a valuable, competitive advantage in operating a business or other venture offering fitness, exercise or athletic services or content of any kind. You further acknowledge that we would be unable to protect the Confidential Information against unauthorized use or disclosure or to encourage the free exchange of ideas and information among our franchisees if you were permitted to hold interests in or perform services for a Competitive Business (as defined in the Franchise Agreement), and we have granted the Franchisee certain rights under the Franchise Agreement in consideration of, and in reliance upon, your agreement to deal exclusively with us. You therefore covenant that during the term of the Franchise Agreement (except as otherwise approved in writing by us), you and your Immediate Family (as defined in the Franchise Agreement) shall not, either directly, indirectly or through, on behalf of, or in conjunction with any person or legal entity, anywhere in the world:

   (a) Divert or attempt to divert any present or prospective business or customer of any **PLANET FITNESS** business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

   (b) Own, develop, maintain, operate, engage in, be employed by, act as a consultant for, perform services for, provide assistance to, lease or sublease space for, make any loans to, enter into an agreement to develop or operate, or have any interest in (as owner or otherwise) any Competitive Business or any business or other venture that is offering or selling franchises or licenses for the operation of a Competitive Business.

6. You covenant that, except as otherwise approved in writing by us, you shall not, for a continuous, uninterrupted period of two (2) years commencing upon the date when there are no longer any **PLANET FITNESS** businesses in which you have an interest or management role, either directly or indirectly, for yourself or your Immediate Family, or through, on behalf of, or in conjunction with any person or legal entity, own, develop, maintain, operate, engage in, be employed by, act as a consultant for, perform services for, provide assistance to, lease or sublease space for, enter into an agreement to develop or operate, or have any interest in (as owner or otherwise) any Competitive Business or any business or other venture that is offering or selling franchises or licenses for the operation of a Competitive Business that is, or is intended to be, located or doing business (a) at the Location of the **PLANET FITNESS** business, (b) within fifteen (15) miles of the Location, (c) within fifteen (15) miles of any **PLANET FITNESS** business in which you have an interest or management role, or (d) within fifteen (15) miles of any **PLANET FITNESS** business in operation or under construction as of the date that you are required to comply with this Paragraph 6. You agree and acknowledge that the two (2) year period of this restriction shall be tolled during any time period in which you are in violation of this restriction, provided that we initiate an action to enforce this Paragraph 6, prior to the expiration of the initial two (2) year period. The restrictions in this Paragraph 6 do not apply to (a) the ownership of shares of a class of securities that are listed on a public stock exchange or traded on the over-the-counter market and that represent less than five percent (5%) of that class of securities or (b) the lease or sublease of space, with our approval (not to be unreasonably withheld, conditioned or delayed), to a Competitive Business.

7. In addition to the foregoing, as a result of your legal or beneficial ownership interest in Franchisee, your designation as an Approved Operator of Franchisee or your role as a Franchisee Executive, you acknowledge and agree that you will receive: (i) confidential information from Franchisee relating to the development and

operation of **PLANET FITNESS** businesses and to Franchisee; and (ii) valuable, specialized training and other proprietary and specialized information and knowledge from, or as a result of your association with, Franchisee, which would enable you to unfairly compete with Franchisee. Franchisee shall have the right, in order to protect Franchisee's legitimate business interests, which include, but are not limited to, protecting the foregoing, to enforce the covenants set forth in Paragraphs 5 and 6 of this Agreement directly against you; provided, however, that such enforcement by Franchisee will be limited to a Competitive Business that is, or is intended to be, located or operating (a) within fifteen (15) miles of the Location or (b) within fifteen miles of any **PLANET FITNESS** business in operation or under construction and owned by Franchisee or one of its Affiliates as of the date that you are required to comply with such obligation. You acknowledge that such right may be in addition to any rights that Franchisee may have to enforce non-competition covenants in Franchisee's agreements with you.

8. You expressly acknowledge the possession of skills and abilities of a general nature and the opportunity to exploit such skills in other ways, so that enforcement of the covenants contained in Paragraphs 5 and 6 will not deprive you of your personal goodwill or ability to earn a living. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope or in terms of geographical area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, you and we agree that it will be enforced to the fullest extent permissible under applicable law and public policy. We and Franchisee may obtain in any court of competent jurisdiction any injunctive relief, including, but not limited to, temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause it irreparable harm. You acknowledge that any violation of Paragraph 4, 5 or 6 hereof would result in irreparable injury for which no adequate remedy at law may be available. If we or Franchisee file a claim to enforce this Agreement and prevail in such proceeding, you agree to reimburse us and/or Franchisee for all our or its costs and expenses, including reasonable attorneys' fees.

9. This Agreement shall be governed by, and construed in accordance with, the law of the State of New Hampshire, without regard to principles of conflicts of law. You agree that any legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced only in the State or Federal courts of the State of New Hampshire, unless we decide to initiate the legal proceeding in the jurisdiction in which you reside. Notwithstanding the foregoing sentence, any legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement between you and Franchisee in which we are not a party shall be brought or otherwise commenced only in the State or Federal courts closest to Franchisee's principal place of business, unless you and Franchisee are parties to an agreement designating the forum for the resolution of disputes between you and Franchisee, in which case the forum designated in such agreement shall control. You irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the jurisdiction of or venue in such courts.

10. **YOU HAVE CAREFULLY READ THIS AGREEMENT, HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING ITS CONTENTS AND HAVE HAD THE OPPORTUNITY TO CAREFULLY EVALUATE THE FRANCHISE OFFERING. YOU UNDERSTAND THAT YOU ARE AGREEING TO RESTRICT YOUR COMPETITIVE BUSINESS ACTIVITY BOTH DURING AND AFTER THE TERM OF THE FRANCHISE AGREEMENT. YOU WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed and delivered this Agreement under seal, as of the Effective Date of the Franchise Agreement.

FRANCHISEE:	**FRANCHISE EXECUTIVE:**
By: _____ (Authorized Representative)_____	By: _____ Insert Name, Individually
Print Name:_____	Date: _____
Title: _____	
Date: _____	

RESPONSIBLE OWNER:	**APPROVED OPERATOR:**
By: _____ Insert Name, Individually	By: _____ Insert Name, Individually
Date: _____	Date: _____

OTHER OWNER(S):

By: _____
Insert Name, Individually
Date: _____

By: _____
Insert Name, Individually
Date: _____

By: _____
Insert Name, Individually
Date: _____

[OWNER ENTITY/TRUST/ETC.]

By: _____
(Authorized Representative)
Print Name:_____
Title: _____
Date: _____

[Remainder of page intentionally left blank; end of Appendix C]

APPENDIX D
TO FRANCHISE AGREEMENT

SILENT INVESTORS

Franchisee owns and operates, or is developing, a **PLANET FITNESS** business pursuant to the Franchise Agreement. The Franchise Agreement requires persons with certain legal or beneficial ownership interests in Franchisee to be personally bound by confidentiality and noncompetition covenants, or to be designated as a "Silent Investor" and comply with certain requirements. Capitalized terms not defined herein have the meanings set forth in the Franchise Agreement. Franchisee acknowledges and agrees as follows:

1. Silent Investor. As used in the Franchise Agreement and herein, the term "Silent Investor" means and refers to the following individuals and/or entities. If this Franchise Agreement is entered into pursuant to an ADA, your Silent Investors shall be the same as set forth in the ADA, unless otherwise noted below.

Silent Investor Name and Address	**Percentage Ownership Interest**
Silent Investor: _____ Address: _____	_____%
Silent Investor: _____ Address: _____	_____%

Franchisee represents and warrants to Franchisor that the individuals and/or entities identified above constitute all Silent Investors as of the Effective Date, and that no different or additional Silent Investors will acquire or otherwise obtain an interest in Franchisee except subject to Article 13 of the Franchise Agreement.

2. Silent Investor Prohibitions. No Silent Investor will:

   A. Undertake or exercise an active role in the management or operation of the BUSINESS; or

   B. Have or otherwise acquire access to Confidential Information or Business Information (other than financial information customarily made available to passive investors).

   Franchisee will ensure that no Silent Investor will violate any of the above prohibitions. Franchisee is responsible in the event of any such violation.

3. Default. For the avoidance of doubt, any breach or default under this Appendix D will be deemed a material breach of the Franchise Agreement. Franchisee acknowledges that such default would result in irreparable injury for which no adequate remedy at law may be available.

[Remainder of page intentionally left blank; end of Appendix D]

APPENDIX E
TO FRANCHISE AGREEMENT

LEASE PROVISIONS

1. Landlord shall concurrently deliver to Planet Fitness Franchising LLC ("Franchisor") a copy of any notice of breach or termination of the Lease delivered to Tenant (referred to herein as "Franchisee"). Such copy shall be sent to Planet Fitness Franchising LLC, 4 Liberty Lane West, Floor 2, Hampton, New Hampshire 03842, Attn: General Counsel, or such other address as Franchisor may specify by written notice to Landlord.

2. Franchisor shall have the right, but not the obligation, upon written notice to Franchisee and Landlord, to cure any breach of the Lease within ten (10) business days after the expiration of the Franchisee's cure period for such breach and, if stated in the notice, to assume Franchisee's rights, title and interests thereunder.

3. Franchisee hereby assigns to Franchisor, with Landlord's irrevocable and unconditional consent, all of Franchisee's rights, title and interest to and under the Lease upon any termination or non-renewal of the Franchise Agreement. Landlord further consents to the assignment of the Lease to Franchisor (or its affiliate) upon a sale of Tenant's business to Franchisor (or its affiliate), provided that Franchisor (or its affiliate) has a greater or equal net worth as Tenant. No assignment under this paragraph shall be effective unless: (a) Franchisor (or its affiliate) notifies Franchisee and Landlord in writing that Franchisor (or its affiliate) assumes Franchisee's obligations under the Lease; (b) Franchisor (or its affiliate) cures any outstanding curable breach under the Lease within ten (10) business days after the expiration of the Franchisee's cure period, and (c) Franchisor (or its affiliate) executes an assignment and assumption agreement reasonably acceptable to Landlord assuming the Lease. Landlord shall notify Franchisor if Franchisee exercises an early termination right under the Lease or does not exercise an available option to extend the term of the Lease. In either case, Franchisor shall have the right, but not the obligation, upon written notice delivered to Franchisee and Landlord within thirty (30) days of Landlord's notice, to assume the Lease at the end of Franchisee's term and extend the Lease on its own behalf.

4. Franchisor shall have no liability or obligation whatsoever under the Lease unless and until Franchisor assumes the Lease in writing pursuant to paragraph 3 above. Franchisor will be responsible for the lease obligations incurred after the effective date of the assumption. In the event Franchisor elects to assume the Lease, (i) Franchisee will remain liable for the responsibilities and obligations, including amounts owed to Landlord, prior to the date of assignment and assumption, and (ii) Franchisor will have the right to sublease the leased premises, without regard to any restriction on subleasing contained in the Lease, to another franchisee or an affiliate that agrees to operate the leased premises as a **PLANET FITNESS** business and meets Landlord's commercially reasonable financial qualifications.

5. Franchisor and its employees or agents shall have the right to enter the leased premises for certain purposes set forth in the Franchise Agreement, including, without limitation, to remove signs, decor and materials displaying trademarks, designs or logos owned by Franchisor in the event of expiration (without renewal) of the Franchise Agreement or the Lease. Landlord consents to and shall not interfere with or prevent such entry. Franchisor shall bear the expense of repairing any damage to the leased premises as a result thereof.

6. Subject to applicable law, Landlord agrees to allow Franchisee to conduct a physical presale at or near the leased premises after the Landlord delivers possession of the leased premises to Franchisee and prior to the opening for business.

7. Landlord agrees to allow Franchisee to use ultraviolet tanning devices, massage chairs and similar devices, operate twenty-four (24) hours per day and seven (7) days per week and serve food and beverages to its members.

8. Landlord waives any radius restriction or other limitation in the Lease that would prevent the operation of a **PLANET FITNESS** business in the proximity of the leased premises.

9. Landlord acknowledges and agrees that: (a) Franchisor is a third-party beneficiary of this Addendum; and (b) Franchisor is at all times entitled to enforce, in its own name, the provisions of this Addendum. Each of Landlord and Franchisee hereby waives any objection or challenge to Franchisor's right to enforce the provisions of this Addendum.

10. References to the Lease and the Franchise Agreement include all amendments, addenda, extensions and renewals to such documents. In the event the terms of the Lease conflict with the terms of this Addendum, this Addendum shall control. No subsequent amendment, renewal, assignment or modification to the Lease shall adversely affect

Franchisor's rights hereunder, shorten the term of Lease to expire prior to the Franchise Agreement or provide the Landlord with the right to terminate the lease prior to the expiration of its term for convenience, absent Franchisor's prior written consent.

11. References to the Landlord, Franchisee and Franchisor include their successors and assigns. In the case of Franchisor, such assigns may include any affiliate operating corporately owned **PLANET FITNESS** locations in the United States, including Planet Fitness Assetco LLC. If Landlord transfers the Lease to a third party, these provisions will remain in full force and effect and will be included in any revision of the Lease.

APPENDIX F
TO FRANCHISE AGREEMENT

AREA DEVELOPMENT AGREEMENT ADDENDUM

Area Development Agreement

Area Developer: _____

Effective Date: _____

ADA-Specific Provisions: In reference to the Area Development Agreement entered into by and between _____ ("Area Developer" or "you") and Planet Fitness Franchising LLC ("Franchisor," "we," or "us") effective _____, pursuant to Article 19.22 of the Franchise Agreement, the provisions set forth below shall control.

APPENDIX G
TO FRANCHISE AGREEMENT

2026 MARKETING REQUIREMENTS

For the calendar year 2026, the following marketing requirements apply:

1. Local Advertising: From January 1, 2026, to December 31, 2026, you will spend the greater of (i) $50,000 or (ii) 6% of cumulative Monthly EFT for the year. The minimum first quarter and monthly LAF requirements will remain unchanged.

2. National Advertising: From January 1, 2026, to December 31, 2026, you will contribute to the NAF 2% of the EFT Dues Draft plus 1% of Monthly EFT for the calendar year (the "Annual NAF Percentage").

a. If the BUSINESS has opened as of March 31, 2026:

During each month, you will contribute to the NAF an amount equal to the following percentages (the "NAF Percentage"):

Month	NAF Percentage
January, February, March	3.6% of the EFT Dues Draft plus 1.8% of Monthly EFT
April, May, June	1.5% of the EFT Dues Draft plus 0.75% of Monthly EFT
July, August, September	1.5% of the EFT Dues Draft plus 0.75% of Monthly EFT
October, November, December	1.5% of the EFT Dues Draft plus 0.75% of Monthly EFT

In addition, if required, we will adjust the NAF Percentage applicable to the December EFT Dues Draft (the "December NAF Percentage") so that your NAF contributions for the year are equal to the Annual NAF Percentage. The December NAF Percentage will be based on the EFT Dues Draft, Monthly EFT and your NAF contributions to date and our forecast of the EFT Dues Draft in December. The Annual NAF Percentage may fluctuate by up to 1 basis point due to the estimation involved in calculating the December NAF Percentage.

b. If the BUSINESS opens on or after April 1, 2026:

You will contribute to the NAF an amount equal to 2% of the EFT Dues Draft plus 1% of Monthly EFT each month.

ACKNOWLEDGMENT ADDENDUM TO
THE PLANET FITNESS® FRANCHISE AGREEMENT

If you are a resident of the State of California or your franchise is located in California you are not required to sign this Acknowledgement Addendum. If any California franchisee completes this Acknowledgment Addendum, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Acknowledgement Addendum.

Do not sign this Acknowledgment Addendum if you are a resident of Maryland or Washington or if the franchise is to be operated in Maryland or Washington.

As you know, you and we are entering into a Franchise Agreement for the operation of a **PLANET FITNESS** franchise. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least fourteen (14) calendar days prior to signing the Franchise Agreement or payment of any consideration? Check one: ☐ Yes. ☐ No.

2. Have you reviewed carefully our Disclosure Document and Franchise Agreement? Check one: ☐ Yes. ☐ No.

3. Is the name, address and phone number of any broker and each of our employees or representatives who was involved in offering you this franchise listed on the Disclosure Document receipt you signed (or on any updated receipt we provided to you)? Check one: ☐ Yes. ☐ No.

4. Do you understand that the success or failure of your business will depend in large part on your skills and experience, your business acumen, your location, the local market for products, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Check one: ☐ Yes. ☐ No.

5. Do you understand that the franchise granted is for the right to operate a single **PLANET FITNESS** fitness facility at the authorized location only and includes no exclusive area or protected territory, and that we and our Affiliates may have the right to issue franchises or operate competing businesses for or at locations, as we determine, near your authorized location? Check one: ☐ Yes. ☐ No.

6. Do you understand that you will be bound by the non-compete covenants (both in-term and post-term) listed in Article 16 and that an injunction is an appropriate remedy to protect the interests of the **PLANET FITNESS** system if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly in Article 16, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? Check one: ☐ Yes. ☐ No.

7. Do you understand that any changes to the current economic and financial situation could have a negative impact on the fitness industry, the **PLANET FITNESS** franchise system and your business? Do you also understand that the economic situation may worsen? Check one: ☐ Yes. ☐ No.

If you answered "No" to questions 1-7, please explain (attached additional sheets if necessary): _____

_____

_____

_____

_____

8. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Disclosure Document? Check one: ☐ Yes. ☐ No.

9. Except as may be stated in Item 19 of our Disclosure Document, was any oral, written or visual claim or representation made to you that stated, suggested, predicted or projected your sales, income or profit levels? Check one: ☐ Yes. ☐ No.

10. Except as stated in our Disclosure Document, did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to or different from the information in the Disclosure Document? Check one: ☐ Yes. ☐ No.

If you answered "Yes" to any of questions 8-10, please explain in detail the claim, representation or statement (attached additional sheets if necessary): _____

_____

_____

_____

_____

_____

_____

11. You further acknowledge that we have advised you to seek franchise counsel to review and evaluate this Agreement. ☐ Yes. ☐ No.

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, SUCH ENTITY IS "YOU" FOR PURPOSES OF THIS ADDENDUM, AND THE RESPONSIBLE OWNER OF SUCH ENTITY MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed:_____

Print Name:

Date:_____

*****Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law, to the extent applicable. Such representations do not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder. In addition, except to the extent we have negotiated changes to the Franchise Agreement and/or Area Development Agreement that differ from the FDD, nothing in this Acknowledgement Addendum or in any related agreement is intended to disclaim representations made in Planet Fitness Franchising LLC's current FDD that was provided to you.

4933-3448-2336, v. 5

PLANET FITNESS®

EXHIBIT “D”
TO THE DISCLOSURE DOCUMENT

ACQUISITION AMENDMENT
TO PLANET FITNESS FRANCHISE AGREEMENT

ACQUISITION AMENDMENT TO PLANET FITNESS FRANCHISE AGREEMENT

This Acquisition Amendment (the "Amendment") to the **PLANET FITNESS** Franchise Agreement is made and entered into as of the Effective Date (as set forth on the signature page hereto) by and between Planet Fitness Franchising LLC, a Delaware limited liability company, with a principal business address of 4 Liberty Lane West, Floor 2, Hampton, New Hampshire 03842 (referred to in this Amendment as "we," "us" or "our"), and the Franchisee set forth on the signature page hereto (referred to in this Amendment as "you" or "your").

BACKGROUND

WHEREAS, we previously entered into a Franchise Agreement (the "Initial Franchise Agreement") with _____ ("Seller") effective _____ (the "Initial Agreement Date") pursuant to which we and Seller agreed to certain terms and conditions regarding the development and operation of a **PLANET FITNESS** BUSINESS located at _____(the "BUSINESS");

WHEREAS, as of the Effective Date, Seller has transferred certain interests in the BUSINESS with our approval (the "Sale");

WHEREAS, as a condition of our approval, we and you are entering into a new franchise agreement (the "Acquisition Agreement") as of the Effective Date which shall govern the continuing operation of the BUSINESS following the Sale; and

WHEREAS, we and you desire to amend the terms of the Acquisition Agreement as set forth herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **CONDITIONS FOR GRANT OF FRANCHISE.** You agree to complete the requirements set forth in Attachment A to this Amendment (the "**Conditions for Grant of Franchise**"), and that such conditions are hereby appended to the Acquisition Agreement as Appendix H and incorporated into the Acquisition Agreement.

2. **GRANT OF FRANCHISE**. In Article 3.1 of the Acquisition Agreement under the heading "**Grant of Franchise**," the first sentence is hereby deleted in its entirety and replaced with the following:

   > Subject to the terms of and upon the conditions contained in this Agreement, we hereby grant you a franchise (the "Franchise") to operate a **PLANET FITNESS** Business solely at the Location, as modified by Appendix H, if applicable, and a license to use the Marks and the System in the operation thereof, for a term commencing on the Effective Date and expiring on _____ (the "Term"), unless sooner terminated in accordance with Article 15 hereof.

3. **LOCATION SELECTION, LEASE OR PURCHASE OF LOCATION AND LOCATION DEVELOPMENT**.

   a. In Article 4.1 of the Acquisition Agreement under the heading "**Location Selection and Approval**," the first sentence is hereby deleted in its entirety.

b. In Article 4.2 of the Acquisition Agreement under the heading "**Purchase or Lease of the Location**," the first two sentences are hereby deleted in their entirety and replaced with the following:

> You must have leased, subleased, or purchased the Location prior to signing this Agreement, unless otherwise set forth in Appendix H.

c. In Article 4.4(2) of the Acquisition Agreement under the subheading "**Construction**" the first five sentences are hereby deleted in their entirety, and replaced with the following:

> You must start remodeling or construction of your BUSINESS if applicable, within the time frame set forth in Appendix H. You must engage a general contractor acceptable to us. You must procure all applicable construction insurance in amounts and coverage acceptable to us. Prior to starting construction, you must provide us with a final construction schedule, with a reasonable level of detail, from your general contractor. You must complete remodeling or construction of your BUSINESS if applicable, within the time frame set forth in Appendix H; provided, however, that if you demonstrate to us that you are working in good faith and earnestly toward this end, we may grant you an extension beyond the applicable timeframe described above.

d. In Article 4.5 of the Acquisition Agreement with the heading "**Fixtures, Furnishings, Equipment and Signs**," the first sentence is hereby deleted in its entirety and replaced with the following:

> Prior to Seller's commencement of operations under the Initial Franchise Agreement, we provided Seller with lists of the start-up inventory, furniture, fixtures, software, equipment and supplies that we required Seller to obtain prior to commencing operations under the Initial Franchise Agreement.

e. If the Business Commencement Date has occurred prior to the Effective Date, Article 4.6 of the Acquisition Agreement, with the heading "**Membership Pre-Sale**," is hereby deleted in its entirety.

f. If the Business Commencement Date has occurred prior to the Effective Date, Article 4.7 of the Acquisition Agreement, with the heading "**Business Commencement**," is hereby deleted in its entirety and replaced with the following:

> **4.7** **CONTINUANCE OF OPERATIONS.** You shall continue BUSINESS operations after the execution of this Agreement, provided that**:**
>
> (1) we approve the BUSINESS as developed, remodeled, and/or reequipped in accordance with our specifications and standards and Appendix H;
>
> (2) initial or refresher training has been completed by you, your Responsible Owner, your Approved Operator, and/or your employees to our satisfaction as provided in Article 6.2;
>
> (3) you have given us a copy of your current Lease;
>
> (4) any transfer fee and all other amounts then due to us have been paid;
>
> (5) we have been furnished with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as we request or accept; and

(6) you have obtained all required permits, licenses and certifications for operating the BUSINESS, and the Location is in compliance with all laws, rules and regulations.

g. If the Business Commencement Date has occurred prior to the Effective Date, Article 4.8 of the Acquisition Agreement, with the heading "**Business Commencement Deadline**," is hereby deleted in its entirety.

h. If the Business Commencement Date has not occurred prior to the Effective Date, Article 4.8(1) of the Acquisition Agreement, with the heading "**Business Commencement Deadline**," is hereby deleted in its entirety and replaced with the following:

(1) The Business Commencement Date must occur no later than (a) three hundred and sixty (360) days after the Initial Agreement Date, except as described below, and (b) five (5) days after we notify you that the conditions set forth in this Article regarding opening have been satisfied (the "Business Commencement Deadline"). In the case of a ground-up build, the Business Commencement Deadline is the earlier of (a) two hundred seventy (270) days following the Tender Date (defined below), and (b) five hundred forty (540) days after the Initial Agreement Date. "Tender Date" means the date you obtain legal access to the Location in a condition that permits you to commence interior improvements in the ordinary course.

4. **FEES.** Article 5.1 of the Acquisition Agreement with the heading "Initial Franchise Fee," is hereby deleted in its entirety.

5. **TRAINING, ASSISTANCE, AND METHODS OF OPERATION.**

a. In Article 6.1 of the Acquisition Agreement with the heading "**Training**," the first three sentences are hereby deleted in their entirety and replaced with the following:

If you are a new franchisee, we will furnish initial training on the operation of a **PLANET FITNESS** Business ("Initial Training") to you (or, if you are an Entity, your Responsible Owner and Approved Operator), and up to two (2) additional Owners or managers you elect to enroll in the training program, that we approve at no additional charge to you. Initial Training consists of a minimum of two (2) working days of training for you (or your Responsible Owner and Approved Operator), and your Owners or managers to be furnished at our training location or at an operating **PLANET FITNESS** Business. If we provide Initial Training, you (or your Responsible Owner and Approved Operator), and your Owners or managers are required to complete Initial Training to our satisfaction.

6. **PLANET FITNESS METHODS OF OPERATION.**

a. In Article 9.2 of the Acquisition Agreement under the heading "**Modification of Methods of Operation**," the second sentence is hereby deleted in its entirety and replaced with the following:

Any such modifications may obligate you to invest additional capital in the BUSINESS in addition to any requirements set forth in Appendix H hereto ("Capital Modifications"), and/or incur higher operating costs; provided, however, that such modifications will not alter your fundamental status and rights under this Agreement.

b. In Article 9.3(2) of the Acquisition Agreement under the subheading "**Re-equipment**," the following language is inserted at the end of the paragraph:

The requirements listed in Appendix H apply in addition to requirements above.

c. In Article 9.3(3) of the Acquisition Agreement under the subheading "**Remodeling**," the first sentence is hereby deleted in its entirety and replaced with the following:

Remodeling. You must periodically upgrade and/or remodel your BUSINESS premises, as we may reasonably require, pursuant to our plans and specifications (which may include the placement of additional cardio, fitness and amenity equipment), provided, however, that with the exception of signage, we will not require substantial remodeling or upgrades more often than every twelve (12) years except as otherwise set forth in Appendix H.

7. **MARKETING.**

a. In Article 10.2(1) of the Acquisition Agreement under the subheading "**Pre-Sale/Grand Opening Marketing**," the first sentence is hereby deleted in its entirety and replaced with the following:

You agree to conduct pre-sale and grand opening marketing for the BUSINESS if the Pre-Sale/Grand Opening Marketing Period has not previously expired.

b. In Article 10.3 of the Acquisition Agreement under the heading "**Advertising Cooperatives**," the third sentence is deleted in its entirety and replaced with the following:

If your BUSINESS is within the territory of an existing Cooperative, you agree to immediately become a member of the Cooperative.

8. **TRANSFER.** In Article 13.3 of the Acquisition Agreement under the heading "Conditions for Approval of Transfer," the following language is hereby inserted at the end of subsection (1):

You have completed all requirements set forth in Appendix H, to our satisfaction.

9. **DEFAULT**. In Article 15.2 of the Acquisition Agreement under the heading "**Default**," the following language is hereby added as new subsection (4)(e):

(e) fail to comply with the requirements set forth in Appendix H hereof, subject to a cure period of thirty (30) days.

10. **FEE REFERENCES.** In Article 18.3 of the Acquisition Amendment under the heading "**Taxes**," the phrase "Initial Franchise Fee" is hereby deleted.

11. **DEFINED TERMS.** All defined terms are used herein as defined in the Acquisition Agreement, unless otherwise herein indicated. If there is any conflict between the Acquisition Agreement and this Amendment, this Amendment shall govern. Except as specifically amended herein, all of the other terms and conditions of the Franchise Agreement are hereby ratified and confirmed.

12. **ENTIRE AGREEMENT.** This Amendment, the Acquisition Agreement, and any other documents referred to herein constitute the complete understanding of the parties regarding the subject of this Amendment. Except for those specifically permitted to be made unilaterally by you or us hereunder, no amendment, change, or variance from this Amendment shall be binding on either party, unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

[Remainder of page intentionally left blank; signature page following]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed and delivered this Amendment as of the Effective Date.

PLANET FITNESS FRANCHISING LLC

By: _____
Print Name:
Title:
EFFECTIVE DATE: _____

[FRANCHISEE ENTITY]

By: _____
(Authorized Representative)
Print Name:_____
Title: _____
Dated: _____

Principal Business Address:

ATTACHMENT A

[This space intentionally left blank.]

APPENDIX H
CONDITIONS FOR GRANT OF FRANCHISE

You agree to fully comply with each of the conditions checked below as a condition of acquiring a franchise:

☐ **Remodel Requirements**: You agree to complete, to our satisfaction and in accordance with the then-current **PLANET FITNESS** Operations Manual, the remodel requirements attached hereto (the "Remodel Requirements") by [DUE DATE] [except as indicated in the attached approved exemption request].

☐ **Recommended Relocation Requirements**: You agree to work in good faith to relocate the BUSINESS to a location approved by us, in our sole discretion, based on our current brand standards. If you fail to relocate the BUSINESS within [INSERT TIME FRAME] from the Effective Date of this Agreement, then we reserve the right to require, in our sole discretion, that the premises be remodeled to our satisfaction within [INSERT TIME FRAME] from the Effective Date of this Agreement.

☐ **Mandatory Relocation Requirements**: You agree to relocate the BUSINESS to a location approved by us, in our sole discretion, based on our current brand standards. If you fail to relocate the BUSINESS within [INSERT TIME FRAME] from the Effective Date of this Agreement, then we reserve the right to terminate the Agreement.

☐ **Re-Equipment Requirements**: You agree to fully comply with the re-equipment requirements attached hereto (the "Re-Equipment Requirements"), which are hereby incorporated by reference.

☐ **Design Requirements**: You agree to provide the current club layout and equipment list to our design team via layouts@pfhq.com within [INSERT TIME FRAME] from the Effective Date of this Agreement. Once we review your club layout and equipment list, we may require you to purchase additional equipment in order to bring your equipment count and mix into compliance with our current standards.

☐ **Operations Requirements**: You agree to fully comply with the additional operations requirements attached hereto (the "Operations Requirements"), which are hereby incorporated by reference.

☐ **Marketing Requirements**: You agree to fully comply with the additional marketing requirements attached hereto (the "Marketing Requirements"), which are hereby incorporated by reference.

FRANCHISEE:	**FRANCHISOR:**
_____	PLANET FITNESS FRANCHISING LLC
By: _____	By: _____
(Authorized Representative)	
Print Name: _____	Print Name:
Title: _____	Title:
Date: _____	Date: _____

RE-EQUIPMENT REQUIREMENTS

You agree to purchase equipment for the **PLANET FITNESS** Business location listed below in accordance with the terms set forth below. You agree to either (i) pay for such orders in cash or immediately available funds at the time of order, or (ii) provide satisfactory proof of third party financing, determined in our reasonable discretion, in an amount no less than the minimum purchase order price set forth below. You further agree to dispose of all replaced equipment in accordance with our then current Methods of Operations. For the sake of clarity and notwithstanding the Re-Equipment Requirements outlined herein, you acknowledge that you must comply with the terms of the Acquisition Agreement at all times. Minimum purchase orders set forth below do not include delivery, placement, taxes and other ancillary costs.

[Franchisor to provide]

REMODEL REQUIREMENTS

You agree to complete the required work identified below or in the attached document (the "Required Work") by [DUE DATE] [except as indicated in the attached approved exemption request]. For the avoidance of doubt, the amounts set forth below represent an estimate of the cost of the Required Work and the actual cost may be more or less than this amount. The Required Work must be completed in accordance with our **PLANET FITNESS** Operations Manual and ancillary documents.

[Franchisor to provide]

4932-3005-7357, v. 2

PLANET FITNESS®

EXHIBIT “E”
TO THE DISCLOSURE DOCUMENT

SUCCESSOR AMENDMENT
TO PLANET FITNESS FRANCHISE AGREEMENT

SUCCESSOR AMENDMENT TO PLANET FITNESS FRANCHISE AGREEMENT

This Successor Amendment (the "Amendment") to the **PLANET FITNESS** Franchise Agreement is made and entered into as of the Effective Date (as set forth on the signature page hereto) by and between Planet Fitness Franchising LLC, a Delaware limited liability company, with a principal business address of 4 Liberty Lane West, Floor 2, Hampton, New Hampshire 03842 (referred to in this Amendment as "we," "us" or "our"), and the Franchisee set forth on the signature page hereto (referred to in this Amendment as "you" or "your").

BACKGROUND

WHEREAS, we and you entered into an initial franchise agreement effective _____, as amended (as amended, the "Initial Franchise Agreement") pursuant to which we and you agreed to certain terms and conditions regarding the development and operation of a **PLANET FITNESS** BUSINESS located at _____ (the "BUSINESS");

WHEREAS, we and you are entering into a new franchise agreement (the "Successor Agreement") as of the Effective Date which shall govern the continuing operation of the BUSINESS for a successor term; and

WHEREAS, we and you desire to amend the terms of the Successor Agreement as set forth herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **CONDITIONS FOR GRANT OF SUCCESSOR AGREEMENT.** You agree to complete the requirements set forth in Attachment A to this Amendment (the "**Conditions for Grant of Successor Agreement**"), and that such conditions are hereby appended to the Successor Agreement as Appendix H and incorporated into the Successor Agreement.

2. **CERTAIN DEFINITIONS.** In Article 1.4 of the Successor Agreement under the heading "**Certain Definitions**," the definitions "Pre-Sale", "Pre-Sale/Grand Opening Marketing Expense", "Pre-Sale/Grand Opening Marketing Period", "Pre-Sale/Grand Opening Marketing Plan", "Pre-Sale Marketing Plan", and "Grand Opening Marketing Plan" are hereby deleted in their entirety.

3. **GRANT OF FRANCHISE.** In Article 3.1 of the Successor Agreement under the heading "**Grant of Franchise**," the first sentence is hereby deleted in its entirety and replaced with the following:

   > Subject to the terms of and upon the conditions contained in this Agreement, we hereby grant you a successor franchise (the "Franchise") to operate a **PLANET FITNESS** Business solely at the Location, as modified by Appendix H, if applicable, and a license to use the Marks and the System in the operation thereof, for a term commencing on the Effective Date and expiring on the twelfth (12th) anniversary of the Effective Date ("Term") unless sooner terminated in accordance with Article 15 hereof.

4. **LOCATION SELECTION, LEASE OR PURCHASE OF LOCATION AND LOCATION DEVELOPMENT.**

   a. In Article 4.1 of the Successor Agreement under the heading "**Location Selection and Approval**," the first sentence is hereby deleted in its entirety.

   b. In Article 4.2 of the Successor Agreement under the heading "**Purchase or Lease of the Location**," the first two sentences are hereby deleted in their entirety and replaced with the following:

      > You must have leased, subleased or purchased the Location prior to signing this Agreement, unless otherwise set forth in Appendix H.

c. In Article 4.4(2) of the Successor Agreement under the subheading "**Construction**," the first five sentences are hereby deleted in their entirety, and replaced with the following:

> You must start remodeling or construction of your BUSINESS if applicable, within the time frame set forth in Appendix H. You must engage a general contractor acceptable to us. You must procure all applicable construction insurance in amounts and coverage acceptable to us. You must complete remodeling or construction of your BUSINESS if applicable, within the time frame set forth in Appendix H; provided, however, that if you demonstrate to us that you are working in good faith and earnestly toward this end, we may grant you an extension beyond the applicable timeframe described above.

d. In Article 4.5 of the Successor Agreement with the heading "**Fixtures, Furnishings, Equipment and Signs**," the first sentence is hereby deleted in its entirety and replaced with the following:

> Prior to your commencement of operations under the Initial Franchise Agreement, we provided you with lists of the start-up inventory, furniture, fixtures, software, equipment and supplies that we required you to obtain prior to commencing operations under the Initial Franchise Agreement.

e. Article 4.6 of the Successor Agreement, with the heading "**Membership Pre-Sale**," is hereby deleted in its entirety.

f. Article 4.7 of the Successor Agreement with the heading "**Business Commencement**," is deleted in its entirety and replaced with the following:

> **4.7** **CONTINUANCE OF OPERATIONS.** You shall continue BUSINESS operations after the execution of this Agreement, provided that:
>
> (1) we approve the BUSINESS as developed, remodeled, and/or reequipped in accordance with our specifications and standards and Appendix H;
>
> (2) refresher training has been completed by you, your Responsible Owner, your Approved Operator, and/or your employees to our satisfaction as provided in Article 6.2;
>
> (3) you have given us a copy of your Lease for the Location;
>
> (4) the Successor Franchise Fee and all other amounts then due to us have been paid;
>
> (5) we have been furnished with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as we request or accept; and
>
> (6) you have obtained all required permits, licenses and certifications for operating the BUSINESS, and the Location is in compliance with all laws, rules and regulations.

g. Article 4.8 of the Successor Agreement, with the heading "**Business Commencement Deadline**," is hereby deleted in its entirety.

h. Article 4.9 of the Successor Agreement with the heading "**Opening Assistance**," is hereby deleted in its entirety.

5. **FEES.** Article 5.1 of the Successor Agreement with the heading "**Initial Franchise Fee**," is deleted in its entirety and replaced with the following:

5.1 **SUCCESSOR FRANCHISE FEE.** You agree to pay us a nonrecurring and nonrefundable successor franchise fee in the amount of _____ ($_____.00) U.S. Dollars, due when you execute this Agreement ("Successor Franchise Fee").

6. **TRAINING, ASSISTANCE, AND METHODS OF OPERATION.**

a. Article 6.1 of the Successor Agreement with the heading "**Training**," is hereby deleted in its entirety.

b. In Article 6.2 of the Successor Agreement under the heading "**Refresher Training**," the following language is hereby inserted at the end of the paragraph:

If we require refresher training, your (or your Responsible Owner's or Approved Operator's) failure to complete additional required training to our satisfaction is a material breach of this Agreement.

7. **PLANET FITNESS METHODS OF OPERATION.**

a. In Article 9.2 of the Successor Agreement under the heading "**Modification of Methods of Operation**," the second sentence is hereby deleted in its entirety and replaced with the following:

Any such modifications may obligate you to invest additional capital in the BUSINESS in addition to any requirements set forth in Appendix H hereto ("Capital Modifications"), and/or incur higher operating costs; provided, however, that such modifications will not alter your fundamental status and rights under this Agreement.

b. In Article 9.3(2) of the Successor Agreement under the subheading "**Re-equipment**," the following language is inserted at the end of the paragraph:

The requirements listed in Appendix H apply in addition to requirements above.

c. In Article 9.3(3) of the Successor Agreement under the subheading "**Remodeling**," the first sentence is hereby deleted in its entirety and replaced with the following:

Remodeling. You must periodically upgrade and/or remodel your BUSINESS premises, as we may reasonably require, pursuant to our plans and specifications (which may include the placement of additional cardio, fitness and amenity equipment), provided, however, that with the exception of signage, we will not require substantial remodeling or upgrades more often than every twelve (12) years except as otherwise set forth in Appendix H.

8. **MARKETING.**

a. Article 10.2(1) of the Successor Agreement, with the subheading "**Pre-Sale/Grand Opening Marketing**," is hereby deleted in its entirety.

b. In Article 10.2(2) of the Successor Agreement under the subheading "**Ongoing Local Marketing**," the words "and the Pre-Sale/Grand Opening Marketing Expense" in subsection (a) are deleted in their entirety.

c. In Article 10.3 of the Successor Agreement under the heading "**Advertising Cooperatives**," the third sentence is deleted in its entirety and replaced with the following:

If your BUSINESS is within the territory of an existing Cooperative, you agree to immediately become a member of the Cooperative.

9. **TRANSFER.** In Article 13.3 of the Successor Agreement under the heading "Conditions for Approval of Transfer," the following language is hereby inserted at the end of subsection (1):

You have completed all requirements set forth in Appendix H, to our satisfaction.

10. **DEFAULT.** In Article 15.2 of the Successor Agreement under the heading "**Default**," the following language is hereby added as new subsection (4)(e):

> (e) fail to comply with the requirements set forth in Appendix H hereof, subject to a cure period of thirty (30) days.

11. **FEE REFERENCES.** Each remaining instance of the defined term "Initial Franchise Fee" in the Successor Agreement is hereby deleted and replaced with the term "Successor Franchise Fee.

12. **RELEASE.** You, for yourself and your successors, predecessors, assigns, shareholders, partners, members, owners, subsidiaries, parents and affiliates, and their respective beneficiaries, executors, trustees, agents, representatives, employees, officers and directors (jointly and severally, the "Releasors"), irrevocably and absolutely release and forever discharge us and our successors, predecessors, assigns, shareholders, partners, members, owners, subsidiaries, parents and affiliates, and its and their beneficiaries, executors, trustees, agents, representatives, employees, officers, directors and insurers (jointly and severally, the "Releasees"), of and from all claims, obligations, demands, suits, benefits, debts, liabilities, obligations, costs, expenses, attorneys' fees, actions or causes of action (however denominated), whether in law or in equity, and whether known or unknown, present or contingent, for any injury, damage, or loss whatsoever arising from any acts or occurrences occurring as of or prior to the date of this Release relating to the Initial Franchise Agreement, the business operated under the Initial Franchise Agreement, and/or any other existing agreement between any of the Releasees and any of the Releasors that relates to the business operated under the Initial Franchise Agreement ("Claims"). You, for yourself and the other Releasors, also covenant not to sue or otherwise bring a claim against any of the Releasees regarding any of the Claims being released under this release. This release does not apply to the Successor Agreement or any offer, grant or sale of franchise or development rights to you or owners from this day forward.

You represent, warrant and covenant to us that: (a) There are no Claims filed by any Releasor or on their behalf or for their benefit pending against the Releasees, or any of them, in any forum whatsoever, including, without limitation, in any state or federal court, or before any federal, state, or local administrative agency, board, or governing body. You are unaware of any Claims any Releasor has against the Releasees which are not released herein. No Releasor will commence any civil action related to the Claims against Releasees in the future based on acts, transactions, occurrences, or omissions known or unknown to them at the date of the execution of this Agreement. The Releasors have not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, corporation or entity any Claim; (b) You have the authority and due authorization to release all Claims on behalf of all Releasors; and (c) You have entered into this Amendment voluntarily and without any coercion. You have had the opportunity to consult with an attorney of your own choice, you have read the terms of this Amendment, and you fully understand and voluntarily accept the terms. You will indemnify and hold harmless the Releasees from any and all loss or damage, including but not limited to the cost of litigation with any Releasor and any related judgment or settlement, and reasonable attorneys' fees, incurred as result of a breach of any of the representations and warranties in this Section 12.

13. **ACKNOWLEDGEMENT OF RELEASE OF UNKNOWN CLAIMS.** You hereby acknowledge that the release of claims set forth in Section 12 of this Amendment is intended to be a full and unconditional general release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the Releasors against the Releasees. In making this voluntary express waiver, you acknowledge that claims or facts in addition to or different from those which are now known to exist may later be discovered and that it is your intention to hereby fully and forever settle and release any and all matters,

regardless of the possibility of later discovered claims or facts. You expressly acknowledge that you are familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

You hereby specifically and expressly waive on behalf of all Releasors all rights that you and they may have under Section 1542 of the California Civil Code or any similar provision of law in any other jurisdiction. This Release is and shall be and remain a full, complete and unconditional general release.

14. **DEFINED TERMS.** All defined terms are used herein as defined in the Successor Agreement, unless otherwise herein indicated. If there is any conflict between the Successor Agreement and this Amendment, this Amendment shall govern. Except as specifically amended herein, all of the other terms and conditions of the Franchise Agreement are hereby ratified and confirmed.

15. **ENTIRE AGREEMENT.** This Amendment, the Successor Agreement, and any other documents referred to herein constitute the complete understanding of the parties regarding the subject of this Amendment. Except for those specifically permitted to be made unilaterally by you or us hereunder, no amendment, change, or variance from this Amendment shall be binding on either party, unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

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

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed and delivered this Amendment as of the Effective Date.

PLANET FITNESS FRANCHISING LLC

By: _____
Print Name:
Title:
EFFECTIVE DATE: _____

[FRANCHISEE ENTITY]

By: _____
(Authorized Representative)
Print Name:_____
Title: _____
Dated: _____

Principal Business Address:

_____

ATTACHMENT A

[This space intentionally left blank.]

APPENDIX H
CONDITIONS FOR GRANT OF SUCCESSOR AGREEMENT

You agree to fully comply with each of the conditions checked below as a condition of receiving a successor term:

☐ **Remodel Requirements**: You agree to complete, to our satisfaction and in accordance with the then-current **PLANET FITNESS** Operations Manual, the remodel requirements attached hereto (the "Remodel Requirements") by [DUE DATE] [except as indicated in the attached approved exemption request].

☐ **Recommended Relocation Requirements**: You agree to work in good faith to relocate the BUSINESS to a location approved by us, in our sole discretion, based on our current brand standards. If you fail to relocate the BUSINESS within [INSERT TIME FRAME] from the Effective Date of this Agreement, then we reserve the right to require, in our sole discretion, that the premises be remodeled to our satisfaction within [INSERT TIME FRAME] from the Effective Date of this Agreement.

☐ **Mandatory Relocation Requirements**: You agree to relocate the BUSINESS to a location approved by us, in our sole discretion, based on our current brand standards. If you fail to relocate the BUSINESS within [INSERT TIME FRAME] from the Effective Date of this Agreement, then we reserve the right to terminate the Agreement.

☐ **Re-Equipment Requirements**: You agree to fully comply with the re-equipment requirements attached hereto (the "Re-Equipment Requirements"), which are hereby incorporated by reference.

☐ **Design Requirements**: You agree to provide the current club layout and equipment list to our design team via layouts@pfhq.com within [INSERT TIME FRAME] from the Effective Date of this Agreement. Once we review your club layout and equipment list, we may require you to purchase additional equipment in order to bring your equipment count and mix into compliance with our current standards.

☐ **Operations Requirements**: You agree to fully comply with the additional operations requirements attached hereto (the "Operations Requirements"), which are hereby incorporated by reference.

☐ **Marketing Requirements**: You agree to fully comply with the additional marketing requirements attached hereto (the "Marketing Requirements"), which are hereby incorporated by reference.

FRANCHISEE:	**FRANCHISOR:**
_____	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name: _____	Print Name:
Title: _____	Title:
Date: _____	Date: _____

RE-EQUIPMENT REQUIREMENTS

You agree to purchase equipment for the **PLANET FITNESS** Business location listed below in accordance with the terms set forth below. You agree to either (i) pay for such orders in cash or immediately available funds at the time of order, or (ii) provide satisfactory proof of third-party financing, determined in our reasonable discretion, in an amount no less than the minimum purchase order price set forth below. You further agree to dispose of all replaced equipment in accordance with our then current Methods of Operations. For the sake of clarity and notwithstanding the Re-Equipment Requirements outlined herein, you acknowledge that you must comply with the terms of the Successor Agreement at all times. Minimum purchase orders set forth below do not include delivery, placement, taxes and other ancillary costs.

[Franchisor to provide]

REMODEL REQUIREMENTS

You agree to complete the required work identified below or in the attached document (the "Required Work") by [DUE DATE] [except as indicated in the attached approved exemption request]. For the avoidance of doubt, the amounts set forth below represent an estimate of the cost of the Required Work and the actual cost may be more or less than this amount. The Required Work must be completed in accordance with our **PLANET FITNESS** Operations Manual and ancillary documents.

[Franchisor to provide]

4917-7781-7936, v. 1

PLANET FITNESS®

EXHIBIT "F"
TO THE DISCLOSURE DOCUMENT

CONVERSION AMENDMENT
TO PLANET FITNESS FRANCHISE AGREEMENT

CONVERSION AMENDMENT
TO PLANET FITNESS FRANCHISE AGREEMENT

This Conversion Amendment (the "Amendment") to the **PLANET FITNESS** Franchise Agreement is made and entered into as of the Effective Date (as set forth on the signature page hereto) by and between Planet Fitness Franchising LLC, a Delaware limited liability company, with a principal business address of 4 Liberty Lane West, Floor 2, Hampton, New Hampshire 03842 (referred to in this Amendment as "we," "us" or "our"), and the Franchisee set forth on the signature page hereto (referred to in this Amendment as "you" or "your").

BACKGROUND

WHEREAS, you have acquired, or are in the process of acquiring, an existing fitness business located at _____ (the "Location") which you desire to operate as a **PLANET FITNESS** business (the "BUSINESS");

WHEREAS, we have agreed, subject to the terms and conditions of the Franchise Agreement entered into with us effective as of the Effective Date (the "Franchise Agreement") and this Amendment, to grant you the right to convert the Location to a **PLANET FITNESS** business; and

WHEREAS, we and you desire to amend the terms of the Franchise Agreement as set forth herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **CONDITIONS FOR GRANT OF FRANCHISE.** You agree to complete the requirements set forth in Attachment A to this Amendment (the "**Conditions for Grant of Conversion Franchise**"), and that such conditions are hereby appended to the Franchise Agreement as Appendix H and incorporated into the Franchise Agreement.

2. **GRANT OF FRANCHISE.** In Article 3.1 of the Franchise Agreement under the heading "**Grant of Franchise**," the first sentence is hereby deleted in its entirety and replaced with the following:

   > Subject to the terms of and upon the conditions contained in this Agreement, we hereby grant you a franchise (the "Franchise") to operate a **PLANET FITNESS** Business solely at the Location, as modified by Appendix H, if applicable, and a license to use the Marks and the System in the operation thereof, for a term commencing on the Effective Date and expiring on the twelfth (12th) anniversary of the Effective Date ("Term") unless sooner terminated in accordance with Article 15 hereof.

3. **LOCATION SELECTION, LEASE OR PURCHASE OF LOCATION AND LOCATION DEVELOPMENT.**

   a. In Article 4.1 of the Franchise Agreement under the heading "**Location Selection and Approval**," the first sentence is hereby deleted in its entirety.

   b. In Article 4.2 of the Franchise Agreement under the heading "**Purchase or Lease of the Location**," the first two sentences are hereby deleted in their entirety and replaced with the following:

      > You must have leased, subleased, or purchased the Location prior to signing this Agreement, unless otherwise set forth in Appendix H.

   c. In Article 4.4(2) of the Franchise Agreement under the subheading "**Construction**," the first five sentences are hereby deleted in their entirety, and replaced with the following:

You must start remodeling or construction of your BUSINESS if applicable, within the time frame set forth in Appendix H. You must engage a general contractor acceptable to us. You must procure all applicable construction insurance in amounts and coverage acceptable to us. Prior to starting construction, you must provide us with a final construction schedule, with a reasonable level of detail, from your general contractor. You must complete remodeling or construction of your BUSINESS if applicable, within the time frame set forth in Appendix H; provided, however, that if you demonstrate to us that you are working in good faith and earnestly toward this end, we may grant you an extension beyond the applicable timeframe described above.

d. In Article 4.7 of the Franchise Agreement, with the heading "**Business Commencement**," subsection (1) is hereby deleted in its entirety and replaced with the following:

(1) you have completed any preopening development, remodeling, and/or re-equipping requirements set forth in Appendix H in accordance with our specifications and standards;

4. **PLANET FITNESS METHODS OF OPERATION.**

a. In Article 9.2 of the Franchise Agreement under the heading "**Modification of Methods of Operation**," the second sentence is hereby deleted in its entirety and replaced with the following:

Any such modifications may obligate you to invest additional capital in the BUSINESS in addition to any requirements set forth in Appendix H hereto ("Capital Modifications"), and/or incur higher operating costs; provided, however, that such modifications will not alter your fundamental status and rights under this Agreement.

b. In Article 9.3(2) of the Franchise Agreement under the subheading "**Re-equipment**," the following language is inserted at the end of the paragraph:

The requirements listed in Appendix H apply in addition to requirements above.

c. In Article 9.3(3) of the Franchise Agreement under the subheading "**Remodeling**," the first sentence is hereby deleted in its entirety and replaced with the following:

Remodeling. You must periodically upgrade and/or remodel your BUSINESS premises, as we may reasonably require, pursuant to our plans and specifications (which may include the placement of additional cardio, fitness and amenity equipment), provided, however, that with the exception of signage, we will not require substantial remodeling or upgrades more often than every twelve (12) years except as otherwise set forth in Appendix H.

5. **MARKETING.**

a. In Article 10.2(1) of the Franchise Agreement with the subheading "**Pre-Sale/Grand Opening Marketing**," the first sentence of subsection (b) is hereby deleted in its entirety and replaced with the following:

The pre-sale/grand opening marketing period begins on the Effective Date and it may last as long as one hundred eighty (180) days thereafter ("Pre-Sale/Grand Opening Marketing Period"), unless otherwise approved by us in writing.

b. In Article 10.3 of the Franchise Agreement under the heading "**Advertising Cooperatives**," the third sentence is deleted in its entirety and replaced with the following:

If your BUSINESS is within the territory of an existing Cooperative, you agree to immediately become a member of the Cooperative.

6. **TRANSFER.** In Article 13.3 of the Franchise Agreement under the heading "Conditions for Approval of Transfer," the following language is hereby inserted at the end of subsection (1):

You have completed all requirements set forth in Appendix H, to our satisfaction.

7. **DEFAULT.** In Article 15.2 of the Franchise Agreement under the heading "**Default**," the following language is hereby added as new subsection (4)(e):

(e) fail to comply with the requirements set forth in Appendix H hereof, subject to a cure period of thirty (30) days.

8. **DEFINED TERMS.** All defined terms are used herein as defined in the Franchise Agreement, unless otherwise herein indicated. If there is any conflict between the Franchise Agreement and this Amendment, this Amendment shall govern. Except as specifically amended herein, all of the other terms and conditions of the Franchise Agreement are hereby ratified and confirmed.

9. **ENTIRE AGREEMENT.** This Amendment, the Franchise Agreement, and any other documents referred to herein constitute the complete understanding of the parties regarding the subject of this Amendment. Except for those specifically permitted to be made unilaterally by you or us hereunder, no amendment, change, or variance from this Amendment shall be binding on either party, unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed and delivered this Amendment as of the Effective Date.

PLANET FITNESS FRANCHISING LLC

By: _____

Print Name:

Title:

EFFECTIVE DATE: _____

[FRANCHISEE ENTITY]

By: _____
(Authorized Representative)

Print Name:_____

Title: _____

Dated: _____

Principal Business Address:

ATTACHMENT A

[This space intentionally left blank.]

APPENDIX H
CONDITIONS FOR GRANT OF CONVERSION FRANCHISE

You agree to fully comply with each of the conditions checked below as a condition of converting the Location to a **PLANET FITNESS** business:

☐ **Remodel Requirements**: You agree to complete, to our satisfaction and in accordance with the then-current **PLANET FITNESS** Operations Manual, the remodel requirements attached hereto (the "Remodel Requirements") by [DUE DATE] [except as indicated in the attached approved exemption request].

☐ **Recommended Relocation Requirements**: You agree to work in good faith to relocate the BUSINESS to a location approved by us, in our sole discretion, based on our current brand standards. If you fail to relocate the BUSINESS within [INSERT TIME FRAME] from the Effective Date of this Agreement, then we reserve the right to require, in our sole discretion, that the premises be remodeled to our satisfaction within [INSERT TIME FRAME] from the Effective Date of this Agreement.

☐ **Mandatory Relocation Requirements**: You agree to relocate the BUSINESS to a location approved by us, in our sole discretion, based on our current brand standards. If you fail to relocate the BUSINESS within [INSERT TIME FRAME] from the Effective Date of this Agreement, then we reserve the right to terminate the Agreement.

☐ **Re-Equipment Requirements**: You agree to fully comply with the re-equipment requirements attached hereto (the "Re-Equipment Requirements"), which are hereby incorporated by reference.

☐ **Operations Requirements**: You agree to fully comply with the additional operations requirements attached hereto (the "Operations Requirements"), which are hereby incorporated by reference.

☐ **Marketing Requirements**: You agree to fully comply with the additional marketing requirements attached hereto (the "Marketing Requirements"), which are hereby incorporated by reference.

FRANCHISEE:	**FRANCHISOR:**
_____	PLANET FITNESS FRANCHISING LLC A Delaware Limited Liability Company
By: _____ (Authorized Representative)	By: _____
Print Name: _____	Print Name:
Title: _____	Title:
Date: _____	Date: _____

RE-EQUIPMENT REQUIREMENTS

You agree to purchase equipment for the **PLANET FITNESS** Business location listed below in accordance with the terms set forth below. You agree to either (i) pay for such orders in cash or immediately available funds at the time of order, or (ii) provide satisfactory proof of third party financing, determined in our reasonable discretion, in an amount no less than the minimum purchase order price set forth below. You further agree to dispose of all replaced equipment in accordance with our then current Methods of Operations. For the sake of clarity and notwithstanding the Re-Equipment Requirements outlined herein, you acknowledge that you must comply with the terms of the Franchise Agreement at all times. Minimum purchase orders set forth below do not include delivery, placement, taxes and other ancillary costs.

[Franchisor to provide]

REMODEL REQUIREMENTS

You agree to complete the required work identified below or in the attached document (the "Required Work") by [DUE DATE] [except as indicated in the attached approved exemption request]. For the avoidance of doubt, the amounts set forth below represent an estimate of the cost of the Required Work and the actual cost may be more or less than this amount. The Required Work must be completed in accordance with our **PLANET FITNESS** Operations Manual and ancillary documents.

[Franchisor to provide]

4899-8755-6198, v. 1

PLANET FITNESS®

EXHIBIT “G”
TO THE DISCLOSURE DOCUMENT

AREA DEVELOPMENT AGREEMENT

PLANET FITNESS®

AREA DEVELOPMENT AGREEMENT

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PLANET FITNESS®
AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (as defined herein) by and between Planet Fitness Franchising LLC, a limited liability company formed under Delaware law, with its principal business address at 4 Liberty Lane West, Floor 2, Hampton, New Hampshire 03842 (referred to in this Agreement as "Franchisor," "we," "us" or "our"), and the Area Developer listed on the signature page hereto (referred to in this Agreement as "Area Developer," "you" or "your").

We and our affiliates, as the result of the expenditure of time, skill, effort, and money, have developed, and continue to develop, a distinctive system relating to the development and operation of **PLANET FITNESS** fitness facilities ("**PLANET FITNESS** Businesses"), which includes design elements and layouts, equipment counts and mix, training, and certain operating and business standards and policies, all of which we may improve, further develop or otherwise modify from time to time (collectively, the "System"). The System is identified by the current and future tradenames, trademarks, service marks and trade dress that we designate to identify the services and/or products offered by **PLANET FITNESS** Businesses including the mark "PLANET FITNESS" and the distinctive building design and color scheme of **PLANET FITNESS** Businesses (collectively, the "Marks").

You desire to develop, own and operate, through yourself or an affiliate in which your Ownership Group (as defined in Article 8 below) owns at least 51% or more of an interest, **PLANET FITNESS** Businesses using the System and the Marks in the Development Area defined below.

You have provided us with any and all financial and other information we requested about your shareholders, partners, officers, directors, managers, members, guarantors, investors and other persons who will have an ownership interest in your **PLANET FITNESS** Business, and such information is true, accurate and complete in all material respects.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby mutually agree as follows:

1. Development Area. The development area is the geographical area described as follows, and, if applicable, illustrated on the map attached hereto as Exhibit A (map provided for illustrative purposes only, description controls) (the "Development Area"):

_____
_____
_____
_____
_____
_____
_____

The addresses for the following open and operating **PLANET FITNESS** Business(es) ("Excluded Businesses") are specifically excluded from the Development Area, unless or until you or your affiliates acquire such Excluded Businesses; provided, however, that any such acquisition of an Excluded Business will not satisfy, nor cure your failure to satisfy, any development obligation hereunder:

_____
_____
_____
_____
_____

Political and street boundaries described above shall be considered fixed as of the Effective Date of this Agreement and shall not change for the purpose hereof, notwithstanding a political reorganization or change to such streets, boundaries or regions. All street boundaries shall be deemed to end at the street center line unless otherwise specified above.

2. Grant of Development Rights.

2.1 We grant you, subject to the terms and conditions of this Agreement, the right , directly or indirectly through an affiliated entity (which is at least 51% owned by your Ownership Group, as provided in Article 8 below), to sign Franchise Agreements to develop, open and operate a specified number of **PLANET FITNESS** Businesses in compliance with our standards at locations only within the Development Area. You have no right to sublicense any of the rights granted to you herein. You must open and maintain in continuous operation in the Development Area, pursuant to Franchise Agreements, the total number of **PLANET FITNESS** Businesses set forth below, at the times and in accordance with the following schedule (the "Development Schedule"):

Cumulative Total Number of **PLANET FITNESS** Businesses Open and Operating	Development Due Date

You must also meet the following interim milestones (collectively, "Development Milestones") for each development obligation listed above:

At least four (4) months prior to the date the **PLANET FITNESS** Business must be open and operating, you have leased, subleased or purchased an accepted location for the development of the **PLANET FITNESS** Business; and

At least three (3) months prior to the date the **PLANET FITNESS** Business must be open and operating, you have commenced construction of the **PLANET FITNESS** Business.

In addition to the above Development Schedule and Development Milestones, you agree that for the period beginning on the Effective Date and ending upon expiration or termination of this Agreement, you must open at least one (1) new **PLANET FITNESS** Business in any seven hundred and thirty (730) day period and that failure to do so will constitute a Development Default as defined below.

[**AS APPLICABLE:** The following **PLANET FITNESS** Businesses currently owned and operated by you or your affiliates as of the Effective Date ("Existing Businesses") shall count toward your obligation to open and operate **PLANET FITNESS** Businesses as set forth in the Development Schedule, but only for so long as each **PLANET FITNESS** Business is open and operating:]

	Franchisee Entity	Club Address	Open Date
1.			mm/dd/yyyy
2.			
Etc.			

You represent that you conducted your own independent investigation and analysis of the prospects for the establishment of **PLANET FITNESS** Businesses within the Development Area, agree with and approve the Development Schedule and Development Milestones as being reasonable and viable, and recognize that failure to satisfy any of the development obligations in the Development Schedule, including the failure to satisfy any of the Development Milestones will constitute a material breach of this Agreement.

2.2 During the Term (as defined below), subject to Article 9.4.2, and provided that you are in compliance with the Development Schedule and the Development Milestones set forth above, we, our parents, subsidiaries, and our affiliates will not operate or license or franchise third parties to operate a **PLANET FITNESS** Business physically located within the Development Area, except as provided below.

2.2.1 An Excluded Business may be relocated to another location in the Development Area as long as the new location is in close proximity to and in the same trade area as the previous location, as determined by us in our reasonable discretion.

2.2.2 We may enter into commercially reasonable agreements or arrangements with other companies or organizations for the development and operation of **PLANET FITNESS** Businesses ("Non-traditional Businesses") (i) physically located within airports, military installations (including their adjacent housing and support areas), hotels, resorts, universities and schools, corporate offices, housing complexes, and similar locations within the Development Area ("Non-traditional Locations") and (ii) intended to primarily serve individuals associated with the Non-traditional Location (e.g., guests, students, patrons, employees, personnel, residents, or members). Depending on the nature and scope of the Non-traditional Business agreement or arrangement, we may grant the right to develop the Non-traditional Business to the owner or operator of the Non-traditional Location. However, if and to the extent it is commercially reasonable to do so, we will provide you the right and option, through written notice to develop such Non-traditional Business on the business terms proposed for the agreement or arrangement we propose to enter into (the "Non-traditional Notice"). You or an affiliate we approve shall have sixty (60) days from the date of receipt of our Non-traditional Notice to enter into a franchise agreement for such Non-traditional Business. If you or such affiliate fails to enter into any such franchise agreement within such time period, then your right of first refusal with respect to the Non-traditional Business(es) described in the Non-traditional Notice shall expire and be of no force or effect and we, our parents, subsidiaries, and our affiliates may develop and operate, or grant others the right to develop and operate, the Non-traditional Businesses described in the Non-traditional Notice. Your establishment and operation of a Non-traditional Business shall not count towards the number of **PLANET FITNESS** Businesses required for development under your Development Schedule.

2.2.3 We and our affiliates may operate, and grant to others the right to operate, **PLANET FITNESS** Businesses at any locations within the Development Area where your or your affiliates' rights to operate a **PLANET FITNESS** Business have been terminated due to your or their material breach of a Franchise Agreement with us, other than an Excluded Default (defined below).

2.2.4 We and our affiliates may acquire the right to franchise one or more other brands which may have locations in the Development Area. We may permit or require franchisees or licensees of these acquired brands to convert those locations to the **PLANET FITNESS** System, brand or Marks. We may also permit these other locations to continue to operate under another name, as we may determine. We may issue franchises to existing franchisees or licensees of the acquired brand to operate converted locations as **PLANET FITNESS** Businesses and to honor contractual commitments to such franchisees or licensees that we assume.

2.2.5 We have the right to engage in a Multi-Territory Acquisition (as defined below) in the Development Area, subject to your participation rights described below. We will provide you the right and option, through written notice, to participate in a Multi-Territory Acquisition in the Development Area on the business terms we propose (the "Acquisition Notice"). You or an affiliate we approve shall have thirty (30) days from your receipt of our Acquisition Notice to enter into a binding commitment with us to participate in the Multi-Territory Acquisition in the Development Area on such terms. If (a) you or such affiliate do not do so within such time period and (b) area developers holding development rights in development areas in which at least sixty-six percent (66%) of the target businesses are located commit to participate in the Multi-Territory Acquisition, then your right to participate in the Multi-Territory Acquisition described in the Acquisition Notice shall terminate and be of no force or effect. In such case, we and any other parties we determine may participate in, or grant others the right to participate in, the Multi-Territory Acquisition in the Development Area described in the Acquisition Notice and we and these parties may develop and/or convert and operate as **PLANET FITNESS** Businesses in the Development Area the businesses or locations acquired in the Multi-Territory Acquisition. A "Multi-Territory Acquisition" means an opportunity to acquire (a) other businesses and convert them into **PLANET FITNESS** businesses or (b) leasehold rights and develop **PLANET FITNESS** businesses pursuant to such rights, that, in each case, includes target locations in the Development Area, as well as in the development areas of other franchisees not affiliated with you. Multi-Territory Acquisitions do not include the acquisition of franchise rights (which are covered by Article 2.2.4). If there are target businesses located outside of areas where we have issued development rights, we shall be deemed the applicable developer with respect to those locations.

2.2.6 If we, in our reasonable discretion, believe that the exercise of our rights under Articles 2.2.1., 2.2.2, 2.2.4, and 2.2.5, will impair your ability to meet your Development Schedule, we agree to discuss with you whether an amendment to your Development Schedule and/or Development Area is appropriate. The relocation, development and conversion of **PLANET FITNESS** Businesses pursuant to Articles 2.2.1, 2.2.2, 2.2.4 and 2.2.5 will be subject to the criteria of our then-current applicable site and impact review process.

2.3 You represent to us that (i) your entry into this Agreement does not breach any agreement or other legal obligation of you or any of your Owners, and (ii) you are not acquiring development rights hereunder solely for purposes of re-sale or arbitrage. You understand that the rights to develop **PLANET FITNESS** Businesses in the Development Area are granted specifically to you, based on your unique qualifications, and are only transferable as set forth herein. If you are, or at any time become a corporation, partnership, limited liability company, or any other type of legal entity, you represent and warrant, that: (i) you are duly organized and validly existing under the laws of the state of your organization, and you are duly qualified to transact business in the Development Area; (ii) you have the authority to execute and deliver this Agreement and to perform your obligations hereunder; and (iii) all persons executing this Agreement on behalf of you and your affiliates are duly authorized to do so.

3. Term. Except as otherwise provided under Articles 9 and 15 hereof, the term of this Agreement and all rights granted hereunder will commence as of the Effective Date and expire on the earlier of: (a) the last date specified in the Development Schedule above, extended by any cure periods applicable to a Development Default (described below); or (b) the date when you or your affiliates have open and in operation all of the **PLANET FITNESS** Businesses required by the Development Schedule pursuant to the terms of this Agreement (the "Term").

4. Initial Services and Ongoing Obligations. You acknowledge and agree that our initial services under this Agreement are limited solely to identifying the Development Area and Development Schedule and that we have no ongoing obligations such as providing training or operational assistance to you under this Agreement. All ongoing and further obligations to you in opening your locations shall be provided pursuant to the applicable Franchise Agreement.

5. Our Reservation of Rights. We and our affiliates retain all of our rights with respect to the Marks, the System and **PLANET FITNESS** Businesses anywhere in the world, and the right to engage in any business whatsoever, except as provided in Articles 2 and 15 of this Agreement, or otherwise expressly limited herein. These rights include, without limitation, the rights to:

5.1 operate, and grant to others the right to operate, **PLANET FITNESS** Businesses at such locations and on such terms as we deem appropriate outside of the Development Area;

5.2 offer to sell, sell and distribute, inside and outside the Development Area, any products or services associated with the System (now or in the future) or identified by the Marks, or any other trademarks, service marks or trade names, through any distribution channels or methods, without compensation to any franchisees or area developers including you. These distribution channels or methods include, without limitation, retail stores, wholesale and the Internet (or any other existing or future form of electronic commerce);

5.3 operate, and grant to others the right to operate, fitness facilities, gyms, and health related establishments under tradenames, trademarks, service marks or trade dress, other than the Marks, inside and outside of the Development Area and pursuant to such terms and conditions as we deem appropriate, which may include locations in close proximity to the locations of your **PLANET FITNESS** Businesses;

5.4 develop or become associated with other concepts (including dual branding or other franchise systems), whether or not using the **PLANET FITNESS** System, brand or Marks, and award franchises under these other concepts or locations anywhere, including in the Development Area;

5.5 acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere or business conducted anywhere, including in the Development Area. These transactions may include arrangements involving competing businesses or outlets and dual branding or brand conversions. You must participate at your expense in any conversion as instructed by us; and

5.6 enter into agreements or arrangements with other companies or organizations by which we offer memberships or other products and services to the personnel, customers or members of such companies or organizations, which may be located inside or outside of the Development Area, on commercially reasonable terms. Such terms may include fees, pricing structures and reimbursement arrangements (including, but not limited to, an administrative fee collected by us) that may be different from our then-current membership offerings. You must participate in and honor the terms of such partnerships upon being notified thereof. We will consult with the recognized franchisee association (or the appropriate subcommittee thereof) on the structure of such partnerships.

6. Fees.

6.1 For the rights we grant you under the terms of this Agreement, you agree to pay us an Area Development Fee of _____ U.S. Dollars ($_____) upon execution of this Agreement the ("Area Development Fee"). Upon our receipt of the Area Development Fee, you will receive the right to develop, and will be obligated to develop, the number of **PLANET FITNESS** Businesses set forth in the Development Schedule in the Development Area within the time periods set forth in this Agreement. The Area Development Fee is fully earned by us when due and is not refundable for any reason, and is not credited against any other obligation or fee you or any affiliate owe us.

6.2 For each **PLANET FITNESS** Business not opened on or before thirty (30) days following the applicable Development Due Date ("Late Development Fee Commencement Date"), you must pay us a fee of Five Thousand U.S. Dollars ($5,000), for every thirty (30) day period or portion thereof after the applicable Late Development Fee Commencement Date during which the BUSINESS is not yet open (the "Late Development Fee"). The first Late Development Fee will accrue on the day after the applicable Late Development Fee Commencement Date, and subsequent Late Development Fees will accrue every thirty (30) days thereafter. For clarity, Late Development Fees will also apply if a closure of a **PLANET FITNESS** Business causes you to fall below the number of **PLANET FITNESS** Businesses required by the Development Schedule. For example, if the Development Schedule requires ten (10) **PLANET FITNESS** Businesses opened by June 30, 2028, and (1) you open your tenth (10th) **PLANET FITNESS** Business on September 15, 2028, or (2) you have ten (10) **PLANET FITNESS** Businesses open on June 30, 2028, but close a **PLANET FITNESS** Business on August 1, 2028, and open another **PLANET FITNESS** Business on September 15, 2028, you would, in each case, owe Ten Thousand Dollars ($10,000) in Late Development Fees. Late Development Fees are due regardless of whether (a) we send a Notice of Default related to your breach of your obligations under the Development Schedule, (b) the applicable **PLANET FITNESS** Business is opened shortly after the Late Development Fee Commencement Date, including, but not limited to, during any applicable cure period or prior to the date the payment of the Late Development Fee is due or (c) your breach of your obligations under the Development Schedule is due to a failure to timely develop new **PLANET FITNESS** Businesses, closures of existing **PLANET FITNESS** Businesses, or a combination thereof. Late Development Fees will not continue to accrue after the termination of this Agreement. You agree that Late Development Fees are a fair and reasonable estimate of the loss incurred by us due to your failure to open the **PLANET FITNESS** Business within the time required by the Development Schedule and not a penalty. You acknowledge that our plans for expansion of the **PLANET FITNESS** brand are related in part to your promises to develop and open **PLANET FITNESS** Businesses at the times set forth in the Development Schedule, and the failure to meet the Development Schedule results in monetary damage to us due to our inability to collect royalties and other amounts at the times we had planned based upon your promises. Late Development Fees are in addition to any of our other rights or remedies under this Agreement, or at law or in equity, including the right to terminate this Agreement after the expiration of the applicable cure period. Payment of Late Development Fees is not a cure of any development-related default and will not bring you into compliance with the Development Schedule or any applicable Development Milestones. You hereby authorize us to collect Late Development Fees from any open **PLANET FITNESS** Business owned by you or any of your affiliates in the Development Area and withdraw via electronic funds transfer or any other manner we prescribe Late Development Fees from the Business's (1) EFT Dues Draft (as defined in such **PLANET FITNESS** Business's Franchise Agreement), as collected and settled by your payment processor or by such other means as we may specify, or (2) Designated Account (as defined in such **PLANET FITNESS** Business's Franchise Agreement). We may also send you an invoice for a Late Development Fee, which shall be due and payable within thirty (30) days of its delivery to you (which may be by e-mail in lieu of compliance with the requirements of Article 25).

6.3 For each **PLANET FITNESS** Business opened prior to the applicable Development Due Date, and provided that you (and your affiliates) are in compliance with the terms of this Agreement and all Area Development

Agreements and Franchise Agreements between us and you (and your affiliates), then you (or your affiliate) will not be required to pay royalties under the applicable Franchise Agreement until the sooner of (a) the applicable Development Due Date or (b) one hundred eighty (180) days after the **PLANET FITNESS** Business opens (the "Royalty Incentive Period"). The Royalty Incentive Period shall expire immediately upon the expiration or termination of this Agreement. Contributions to the national advertising fund and all other fees will be due from the actual opening date of the applicable **PLANET FITNESS** Business as provided under the applicable Franchise Agreement.

7. Execution of Franchise Agreements. You (or an affiliate which is at least 51% owned by your Ownership Group or a subset thereof, as described in Article 8 below) must execute a separate Franchise Agreement in our then-current form (each, a "Franchise Agreement") for each **PLANET FITNESS** Business to be established by you in the Development Area. The then-current Franchise Agreement may have materially different terms than our current form of Franchise Agreement, including, but not limited to, a higher Royalty Rate, higher fees, or additional requirements or restrictions. You acknowledge and agree that Franchise Agreements are granted by us only (a) if you or your affiliates do not have any uncured defaults under Franchise Agreements with us, other than Excluded Defaults (as defined below), (b) after your submission of a formal application on our then-current application form supplying all information requested thereon, and (c) after our review and approval of (i) the Franchisee (as defined below and including the name of any entity) and any proposed owners not in your Ownership Group, pursuant to Article 8 hereof and, (ii) the proposed site, in our sole discretion.

8. Ownership Group; Responsible Owner.

8.1 Any person holding a direct or indirect ownership interest in you is an "Owner" for purposes of this Agreement. We have granted the rights in Article 2 above to you, based on the experience and qualifications of you, your Owner or the group of Owners submitted to us for approval of this Agreement and described in Exhibit B hereof (the "Ownership Group"). The Ownership Group (or a subset thereof) must own and have voting control of at least 51% of you and of any franchisee entity executing a Franchise Agreement pursuant hereto ("Franchisee"). Unless otherwise approved and indicated on the Franchise Agreement, each Franchisee shall have the ownership structure listed on Exhibit B and Exhibit D hereof. If you desire a different ownership structure for a Franchisee, you must provide us with the Franchisee's proposed ownership structure to the individual or trust level, unless we otherwise approve, prior to the execution by us of the applicable Franchise Agreement. Such Franchisee ownership structure is subject to our approval, (a) in our sole discretion, with respect to the Owners included and (b) in our reasonable discretion, with respect to the structuring of such Owners' ownership interests.

8.2 You represent and warrant that the attached Exhibit B and Exhibit D (if applicable) are current, complete and accurate as of the Effective Date, in accordance with your internal governing documents (if you are an entity) and any related agreements among you and/or your Owners. We do not have any responsibility to review such documents or agreements. We shall have no responsibility, liability or obligation related to any person having or claiming to have a right to any particular ownership interest in any franchisee entity executing a Franchise Agreement pursuant hereto. You shall indemnify and hold us harmless from any claims related to such matters, including without limitation any legal fees incurred by us, with counsel of our choosing.

8.3 You must designate one (1) individual approved by us, who shall be set forth in Exhibit B hereto, who has the authority to, and does in fact, actively direct your business affairs related to your obligations under this Agreement (the "Responsible Owner"). You represent and warrant that your Responsible Owner is the individual to whom we should provide notice to under this Agreement and, when signing on your behalf, has the authority to legally bind you with respect to all contracts, agreements and arrangements related to this Agreement. Your Responsible Owner must have completed to our satisfaction within the time we specify our training program under a Franchise Agreement. You (or your Responsible Owner) may request our approval of an operator who has completed to our satisfaction within the time we specify our training program under a Franchise Agreement. You may delegate your obligations to develop and operate your **PLANET FITNESS** Businesses to this individual (an "Approved Operator"). Such a request must be made in writing, and you must cooperate with us and provide all information we reasonably request to approve or reject the proposed individual. Such approval or rejection shall be within our sole discretion. If we approve an Approved Operator, you consent to our amendment of Exhibit B to include that individual, and, as a condition to our approval, you shall cause the Approved Operator to sign Exhibit C to this Agreement (Personal Covenants Regarding Confidentiality and Non-Competition). **WE SHALL HAVE NO RESPONSIBILITY,**

LIABILITY OR OBLIGATION ARISING FROM ANY ARRANGEMENT OR AGREEMENT (INCLUDING, BUT NOT LIMITED TO, EMPLOYMENT AND EQUITY COMPENSATION ARRANGEMENTS) BETWEEN YOU, ANY OF YOUR OWNERS AND/OR YOUR APPROVED OPERATOR, AND YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS WITH RESPECT THERETO. You must notify us of any proposed change of the Responsible Owner or Approved Operator and receive our written approval prior to such change. If we approve the proposed change, you consent to our amendment of Exhibit B to reflect it and, as a condition to our approval, you shall cause the new Responsible Owner or Approved Operator to sign Exhibit C. If such change results from death or incapacitation, you must submit a new proposed Responsible Owner or Approved Operator, as applicable, within thirty (30) days after such death or incapacitation. Neither you nor your Owners will, directly or indirectly, take any actions to avoid or restrict the authority requirement for the Responsible Owner.

8.4 Your Responsible Owner, Approved Operator and other Owners are identified in Exhibit B and Exhibit D to this Agreement. You agree that any changes to Exhibit B and Exhibit D will be communicated promptly to us, so that such exhibits (as so amended) are at all times current, complete and accurate. Unless otherwise approved, your Responsible Owner and Approved Operator shall be the Responsible Owner and Approved Operator for each Franchise Agreement executed pursuant hereto.

8.5 You and your Approved Operator (or if there is no Approved Operator, your Responsible Owner) shall exert your and their full time best efforts in the development of your **PLANET FITNESS** Businesses; and may not, without our prior written approval, engage in any other business or activity, directly or indirectly, which requires you or such individual to have substantial management responsibility or substantial time commitments or otherwise may conflict with your obligations hereunder.

8.6 Each Franchise Agreement will include a guaranty of the Franchisee's obligations. Unless otherwise approved per the terms of the Franchise Agreement, the guarantor of each Franchise Agreement will be the guarantor listed on Exhibit B.

9. Default, Termination, and Other Remedies.

9.1 Defaults. You have materially breached this Agreement if you (each, an "Event of Default"):

9.1.1 Solvency and Control Defaults. All of the defaults in this Article 9.1.1 are by their nature incurable and have no associated cure period.

9.1.1.1. become insolvent by reason of your inability to pay your debts as they come due in the ordinary course of business, or an insolvency proceeding is initiated by or against you and/or any of your principal owners or guarantors;

9.1.1.2. are adjudicated bankrupt or insolvent;

9.1.1.3. file a bankruptcy, reorganization or similar proceeding under applicable bankruptcy laws or have such a proceeding filed against you which is not discharged within thirty (30) days;

9.1.1.4. have a receiver or other custodian, permanent or temporary, appointed for your business, assets or property;

9.1.1.5. request the appointment of a receiver or make a general assignment for the benefit of creditors;

9.1.1.6. have any of your assets, including your bank accounts, property or accounts receivable, attached;

9.1.1.7. have an execution levied against your business or property;

9.1.1.8. have suit filed to foreclose any lien or mortgage against any of your assets and such suit is not dismissed within thirty (30) days;

9.1.1.9. voluntarily dissolve or liquidate or have a petition filed for dissolution of your entity if such petition is not dismissed within thirty (30) days;

9.1.1.10. make or attempt to make an unauthorized Transfer of this Agreement or of an ownership interest in you;

9.1.2 *Conduct Defaults*. All of the defaults in this Article 9.1.2 have the cure periods, if any, set forth in the applicable subsection below

9.1.2.1. make or have made any material misrepresentation or omission in connection with your acquisition of development rights hereunder which is an incurable default and shall have no associated cure period;

9.1.2.2. or any of your Owners or Approved Operator are convicted of, or plead no contest to, a felony or other crime or offense that we believe may adversely affect the System or the goodwill associated with the Marks (each, a "Material Offense") or there is substantial evidence that you or any of your Owners or Approved Operator have committed a Material Offense, which, except as set forth in Article 9.2 below, is an incurable default and shall have no associated cure period;

9.1.2.3. fail to comply with the non-competition requirements set forth in Article 14 hereof, except for leasing space to a Competitive Business without our approval, which shall be considered a default under Article 9.1.7.1, or make any material and unauthorized use or disclosure of any Confidential Information in violation of this Agreement, which, except as set forth in Article 9.2 below, is an incurable default and shall have no associated cure period;

9.1.2.4. fail to comply with Article 13 hereof, which, except as set forth in Article 9.2 below subject to a cure period of seven (7) days to take all reasonable steps to remedy the default, if such default is reasonably capable of cure, otherwise it shall have no cure period;

9.1.3 *Development Defaults*. All of the defaults in this Article 9.1.3 have the cure periods set forth in the applicable subsection below.

9.1.3.1. fail to comply with the Development Schedule (a "Development Default"), subject to a cure period of one hundred eighty (180) days;

9.1.3.2. fail to comply with the Development Milestones, subject to a cure period of one hundred twenty (120) days;

9.1.4 *Payment and Financial Defaults*. All of the defaults in this Article 9.1.5 have the cure periods, if any, set forth in the applicable subsection below.

9.1.4.1. or your affiliates receive a written notice of default from a lender which is material to your ability to carry out your obligations under this Agreement, subject to a cure period concurrent with the cure period provided by the lender;

9.1.4.2. fail to meet the Capital Requirements, subject to a cure period of ninety (90) days;

9.1.4.3. or your affiliates fail to pay a Late Development Fee or Early Termination Fee related to this Agreement or a **PLANET FITNESS** Business in the Development Area when due, subject to a cure period of ten (10) Business Days;

9.1.5 *Reporting Defaults*. All of the defaults in this Article 9.1.5 have the cure periods set forth in the applicable subsection below.

9.1.5.1. fail to notify us of an Adverse Action, subject to a cure period of seven (7) days to take all reasonable steps to remedy the default;

9.1.5.2. fail to comply with your reporting obligations, subject to a cure period of ten (10) days;

9.1.6 *Multiple and Cross Defaults*. All of the defaults in this Article 9.1.6 are by their nature incurable and have no associated cure period.

9.1.6.1. or your affiliates, during the Term, fail on three (3) separate occasions to cure, to our reasonable satisfaction within the applicable cure period, a noticed default related to any Franchise Agreement with us to which you or an affiliate is a party, regardless of whether we have exercised any remedies as a result of the default or explicitly waived the default. For the avoidance of doubt, such three (3) separate occasions do not have to relate to the same Franchise Agreement. Defaults due to your or your affiliate's failure to acquire a site or commence business operations within a given time period, provided that you or your affiliate exercised good faith efforts to do so ("Excluded Defaults"), shall be excluded from the noticed defaults referenced in this Article 9.1.6.1;

9.1.6.2. or your affiliates, during the Term, have two (2) or more Franchise Agreements for **PLANET FITNESS** Businesses in the Development Area unilaterally terminated by us due to a default other than an Excluded Default;

9.1.7 *Other Defaults*. All of the defaults in this Article 9.1.7 have the cure periods set forth in the applicable subsection below.

9.1.7.1. fail to comply with any other term of this Agreement, subject to a cure period of thirty (30) days, which period shall not be in addition to any other cure periods provided under this Agreement.

9.2 Defaulting Owners. If (a) the actions or inactions of one (1) of your Owners (a "Defaulting Owner") result in one or more Events of Default described in Article 9.1.2.2, Article 9.1.2.3 or Article 9.1.2.4, (b) neither you, nor any of your other Owners, approved or knowingly assisted with such actions or inactions and (c) the Defaulting Owner is not your Responsible Owner or the direct or indirect Owner of a thirty-five percent (35%) or greater interest in you, the default will be deemed cured if the Defaulting Owner relinquishes or otherwise disposes of the Defaulting Owner's interest in you (pursuant to Article 17 of this Agreement) and ceases all involvement and association with your **PLANET FITNESS** Businesses and development under this Agreement within thirty (30) days from our delivery to you of a Notice of Default. For clarity, in such case, we expressly reserve all rights and remedies we may have directly against such Defaulting Owner. In our sole discretion, we may also refrain from terminating this Agreement in the case of an uncured breach of Article 13 hereof, while expressly reserving all other rights and remedies hereunder and under applicable law, if such Defaulting Owner agrees to limit such Defaulting Owner's communication with our personnel, the personnel of any designated suppliers, and **PLANET FITNESS** members at your and your affiliates' **PLANET FITNESS** Businesses in such manner and for such time period as we may designate. If the Defaulting Owner's breach is ongoing, you must fully cooperate with efforts we undertake to cause the Defaulting Owner to cease any prohibited conduct. Such cooperation may include, but shall not be limited to, providing documents and information and, when reasonably appropriate to do so (if the breach is also a violation of a

reasonably enforceable obligation the Defaulting Owner owes to you, for example), commencing and/or joining litigation.

9.3 Notice of Default. Prior to exercising the remedies set forth in Article 9.4 as a result of any curable Event of Default set forth in Article 9.1, we shall provide you with written notice of such default (a "Notice of Default"). The Notice of Default will state the action you must take to cure the Event of Default, and the period of time in which you must do so. If you fail to cure the default within such period of time, we may exercise the remedies set forth in Article 9.4 with immediate effect upon delivery to you of a Remedy Notice as set forth in Article 9.4.5.

9.4 Remedies. For any incurable Event of Default and for any curable Event of Default that remains uncured upon the expiration of the applicable cure period, we shall have the remedies set forth below. Such remedies are in addition to, and not in lieu of, any other remedies or recourse we may have against you at law or in equity, including commencing a legal proceeding to collect damages due to such default. Other than as provided in Article 6.2, we may not, however, collect lost royalties or lost profits due to your failure to develop the **PLANET FITNESS** Businesses called for by the Development Schedule.

9.4.1 Termination. We have the right to terminate this Agreement.

9.4.2 Alternatives to Termination. Without waiving our right to terminate this Agreement (or any other rights), we have the right to take one or more of the following actions:

9.4.2.1. reduce the size of the Development Area;

9.4.2.2. modify the Development Schedule by modifying the timing, reducing the Term, or reducing the number of **PLANET FITNESS** Businesses to be opened);

9.4.2.3. require you to execute our then-current form of general release;

9.4.2.4. require you to execute our then-current form of Area Development Agreement, which shall replace this Agreement and which may contain materially different terms and conditions; and/or

9.4.2.5. remove the territorial protection described in Article 2;

9.4.3 Effect of Alternative Remedies. You shall hold us and our representatives harmless with respect to any action we take pursuant to Article 9.4.2; and you agree that we shall not be liable for any loss, expense, or damage you incur because of any action we take pursuant to Article 9.4.2. You agree that our exercise of our rights pursuant to Article 9.4.2 shall not be deemed an actual or constructive termination of this Agreement or of any other agreement between us and you, and shall not be deemed a breach of any provision of this Agreement. If we exercise our rights in Article 9.4.2, you acknowledge that we are not obligated to grant you any subsequent or additional extensions on the Development Schedule or the Development Milestones.

9.4.4 Injunctive Relief. You agree that, with respect to the default listed in Article 9.1.2.3, damages alone cannot adequately compensate us and injunctive relief is essential for our protection. You therefore agree that in case of any alleged breach or violation of Article 14, we may seek injunctive relief without posting any bond or security, in addition to all other remedies that may be available to us at equity or law.

9.4.5 Exercise of Remedies. We may exercise the remedies set forth in Article 9.4.1 and Article 9.4.2 by written notice to you (a "Remedy Notice") for an Event of Default listed in Article 9.1. We may deliver the Remedy Notice (i) for an incurable Event of Default, immediately upon such default or at any time thereafter, or (ii) for a curable Event of Default, after the expiration of the applicable cure period without cure. The Remedy Notice shall specify the applicable default, your failure to cure it, if applicable, and any remedies we are then exercising. With respect to the Events of Default listed in Article 9.1.1.1-9.1.1.9, termination of this Agreement shall be automatically effective immediately upon such Event of Default, without the need for prior or concurrent notice to you.

9.5 Franchise Agreements May Not be Affected. Failure to comply with the Development Schedule or the Development Milestones shall not, by itself, be the basis for a default under any Franchise Agreement executed hereunder. Upon termination of this Agreement, (i) you will continue to pay all required fees and operate the **PLANET FITNESS** Businesses that you own in the Development Area in accordance with the terms of the applicable Franchise Agreements that we executed prior to the termination of this Agreement, and (ii) your and our rights and obligations with respect to your existing **PLANET FITNESS** Businesses will be governed by the terms of the applicable Franchise Agreements. Any cross reference in a Franchise Agreement to your ownership structure listed in this Agreement shall survive termination of this Agreement.

9.6 Termination by You. We will consent to your termination of this Agreement upon thirty (30) days written notice to us, which will stop the accrual of any applicable Late Development Fees, provided that you and your affiliates execute our then-current form of mutual termination agreement, which will include, among other things a General Release (as defined below) and an affirmation of your compliance with your post-term obligations under this Agreement.

10. Future Development; Financial Condition; Adverse Actions.

10.1 You recognize and acknowledge that this Agreement requires you to open **PLANET FITNESS** Businesses in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in Items 6 and 7 of our Franchise Disclosure Document are subject to increase over time, and that future **PLANET FITNESS** Businesses likely will involve greater initial investment and operating capital requirements than those stated in the Franchise Disclosure Document provided to you prior to the execution of this Agreement. You must execute all the Franchise Agreements and open all of the **PLANET FITNESS** Businesses in accordance with the dates set forth on the Development Schedule, regardless of (i) the requirement of a greater investment, (ii) the financial condition or performance of your **PLANET FITNESS** Businesses, or (iii) any other circumstances, financial or otherwise. The foregoing will not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Agreement if you have not complied with each and every required condition to obtain such Franchise Agreements including, but not limited to, your satisfaction of our then-current requirements for franchisees.

10.2 We have entered into this Agreement in reliance on your current financial condition and your ability to finance your operations over the Term, all as you have represented to us, and our assessment of your ability to meet our financial requirements. You acknowledge that operating **PLANET FITNESS** Businesses and meeting our re-equipment, remodeling and other obligations when they are due will require significant capital and prudent capital planning. You and your affiliates must at all times maintain reasonably adequate financial resources and a reasonably appropriate capital structure, taking into account various factors including your current assets and liabilities, reasonably projected future cash flows and obligations, and reasonable assumptions related to financing and potential business and economic fluctuations, to meet your required capital and operational expenses under this Agreement and the Franchise Agreements (the "Capital Requirements"). You must promptly provide such financial information related to you and your affiliates as required by the Franchise Agreements and as we may reasonably request, including, but not limited to, financial statements, debt agreements (and an accounting of your compliance with such agreements), historical and projected cash flows and expenses.

10.3 You must notify us within five (5) Business Days if you or your affiliates: (a) receive any notice of default, reservation of rights, non-payment, acceleration or termination from a lender or landlord, (b) experience a credit downgrade, or (c) experience any other event that, if not addressed or if resolved unfavorably, would be reasonably expected to have a material adverse effect on you, your or our reputation, our Marks, the System, your financial condition or your ability to comply with this Agreement (each, an "Adverse Action"). You shall reasonably cooperate with us in monitoring the progress of any Adverse Action.

11. Annual Business Plan; Reporting. By October 31 of each calendar year of the Term, or at such other time as we reasonably designate, you must (except as provided below) present to us for our review a business plan for the **PLANET FITNESS** Business in the subsequent calendar year (the "Annual Business Plan"). The Annual Business Plan shall include (a) an annual budget, (b) past and projected performance for all **PLANET FITNESS** Businesses in the Development Area, (c) an operational update, (d) a real estate and development update, including projected openings, the status of locations currently under development, a list of locations currently under exploration and negotiation, and your

projected performance against the Development Schedule and Development Milestones ("Development Plan"), (e) an update on the financial condition of you and your affiliates, and (f) such other information related to your performance under this Agreement as we may reasonably require from time to time. You must provide a written update to your Development Plan with fifteen (15) days after the end of each month. During each calendar quarter during the Term, we may request an opportunity to review with you (either over the phone, virtually, or at our principal office, as may be mutually agreed upon by you and us) your Annual Business Plan and such other topics pertaining to the development and operation of the **PLANET FITNESS** Businesses in the Development Area and your progress toward the Annual Business Plan and under the Development Schedule. You agree to make your personnel (including, at least your Responsible Owner, and/or Approved Operator) available to participate in such review with our representative(s) during such quarterly meetings to discuss the Annual Business Plan. If you and your affiliates, collectively, under all of your agreements with us and our affiliates, have the right to develop and operate fewer than twenty-five (25) **PLANET FITNESS** Businesses, you need only provide us with the Annual Business Plan within sixty (60) days of our written request. The Annual Business Plan must be in such format as we reasonably request, which may include aggregation by designated market area. Given the reporting obligations of our ultimate parent as a publicly traded company, you acknowledge that your failure to satisfy your reporting obligations to us is a material breach of this Agreement.

12. Compliance with Applicable Laws. You must, at your expense, comply with all federal, state, city, municipal and local laws, ordinances, rules and regulations in the Development Area pertaining to the opening and operation of your **PLANET FITNESS** Businesses. You are, at your expense, absolutely and exclusively responsible for determining all certifications, licenses and permits required by law for your **PLANET FITNESS** Businesses, for qualifying for and obtaining all such licenses and permits, and maintaining all such licenses and permits in full force and effect.

13. General Conduct. In all your business dealings, you must adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. We expect that you and your Owners will conduct your **PLANET FITNESS** Businesses in a manner consistent with our values and good stewardship of the **PLANET FITNESS** brand. You and your Owners must conduct your **PLANET FITNESS** Businesses in a manner consistent with the ethical standards for **PLANET FITNESS** franchisees set forth in the Operations Manual. You will not, and will not allow your Owners to, engage in conduct that, in our reasonable determination, is likely to (a) degrade, offend, shock or insult the community, (b) ridicule public morals or decency, (c) prejudice us, our affiliates, the Marks or the System generally, or (d) harass, bully or demean our personnel, the personnel of your vendors, or any **PLANET FITNESS** members. .

14. Your Non-Competition and Confidentiality Obligations.

14.1 Covenant Not to Compete During Term. You specifically acknowledge that, pursuant to this Agreement, you will receive valuable, specialized training, confidential information, and other proprietary and specialized information and knowledge that provide a valuable, competitive advantage in operating a business or other venture offering fitness, exercise, or athletic services or content of any kind. You further acknowledge that we would be unable to protect the Confidential Information (defined below) against unauthorized use or disclosure or to encourage the free exchange of ideas and information among our franchisees if you were permitted to hold interests in or perform services for a Competitive Business (defined below), and we have granted you the rights hereunder in consideration of, and in reliance upon, your agreement to deal exclusively with us. You therefore covenant that during the Term (except as otherwise approved in writing by us), you, your Owners (except Silent Investors), your Approved Operator, and your and their Immediate Families (defined below) shall not, either directly, indirectly or through, on behalf of, or in conjunction with any person or legal entity, anywhere in the world:

14.1.1 Divert or attempt to divert any present or prospective business or customer of any **PLANET FITNESS** Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

14.1.2 Own, develop, maintain, operate, engage in, be employed by, act as a consultant for, perform services for, provide assistance to, lease or sublease space for, make any loans to, enter into an agreement to develop or operate, or have any interest in (as owner or otherwise) any Competitive Business or any business or other venture offering or selling franchises or licenses for a Competitive Business (collectively, "Competitive Activities").

"Competitive Business" means any business or other venture offering fitness or exercise (other than as a non-material part of its offering), including, but not limited to, a health club, gym, physical fitness club, personal training studio, weight training or resistance training studio, or any business or other venture offering digital fitness classes, content or advice (other than a **PLANET FITNESS** Business). Notwithstanding the foregoing definition, the parties acknowledge and agree that a med-spa business is not a "Competitive Business." "Immediate Family" means a person's spouse, parents (including step parents), siblings (including half siblings), and children (including step children), whether natural or adopted.

14.2 Post-Term Covenant Not to Compete. You covenant that, except as otherwise approved in writing by us, you, your Approved Operator and your Owners, except for Silent Investors, shall not, during the Restricted Period (defined below), either directly or indirectly, for yourself or your or their Immediate Family, or through, on behalf of, or in conjunction with any person or legal entity, engage in Competitive Activities for a Competitive Business, that is, or is intended to be, located or operating within (a) the Development Area, (b) fifteen (15) miles of any **PLANET FITNESS** Business developed hereunder, (c) fifteen (15) miles of any **PLANET FITNESS** Business in which you, your Owners or your Approved Operator have an interest or management role, or (d) fifteen (15) miles of any **PLANET FITNESS** Business in operation or under construction as of the date that you are required to comply with this Article 14.2. You agree and acknowledge that the Restricted Period shall be tolled during any time period in which you, your Owners, your Approved Operator or your or their Immediate Family are in violation of this restriction, provided that we initiate an action to enforce this Article 14.2, prior to the expiration of the Restricted Period. "Restricted Period" means a continuous, uninterrupted period of two (2) years commencing upon the date when (i) in the case of you, neither you nor your affiliates are developing or operating any **PLANET FITNESS** Business in the Development Area, or (ii) in the case of an Owner or Approved Operator, such Owner or Approved Operator is no longer an Owner or Approved Operator of any **PLANET FITNESS** Business in the Development Area.

14.3 Owners and Operators. If you are a business corporation, partnership, limited liability company or other legal entity, each Responsible Owner, Approved Operator and Owner that has an interest in you, is bound by the restrictions in Articles 14.1 and 14.2, and must sign Exhibit C to this Agreement (Personal Covenants Regarding Confidentiality and Non-Competition) to acknowledge such restriction, with the exception of any Owner designated a Silent Investor pursuant to Exhibit D hereof. If we are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or entity who directly or indirectly owns you, we have the right to designate that person as an Owner who shall be bound by the restrictions in Articles 14.1 and 14.2 and must sign Exhibit C to this Agreement. In addition, if you are a partnership entity, then each person or entity who, now or hereafter is or becomes a general partner is deemed an Owner, shall be bound by the restrictions in Articles 14.1 and 14.2, and must sign Exhibit C, regardless of the percentage ownership interest. We make no representation or warranty with respect to the compliance with local law and enforceability of your rights under Exhibit C hereof and you hereby waive any claims you may have against us related thereto. You acknowledge that it may be advisable to obtain additional covenants from your Owners and other personnel in separate agreements between you and them. You must exercise reasonable efforts, to the extent permitted by applicable law, to obtain the signature of each of your Franchisee Executives either to (i) Exhibit C to this Agreement or (ii) another confidentiality and non-competition agreement in form and substance reasonably acceptable to us. If a current or former Owner, Approved Operator or Franchisee Executive violates their noncompetition obligations to us, you must fully cooperate with the efforts we undertake to cause such Owner, Approved Operator or Franchisee Executive to cease and desist from such violation and to seek such other remedies as may be available. Such cooperation may include, but shall not be limited to, providing documents and information and, when reasonably appropriate to do so, (if the breach is also a violation of a reasonably enforceable obligation such person owes to you, for example) commencing and/or joining litigation. "Franchisee Executive" means each officer, director or executive-level employee (who is not an Owner) of you or your affiliates with access to Confidential Information and a material role in the development or operation of **PLANET FITNESS** Businesses in the Development Area.

14.4 Application to Securities and Leasing. The restrictions in Articles 14.1 and 14.2 do not apply to (a) the ownership of shares of a class of securities that are listed on a public stock exchange or traded on the over-the-counter market and that represent less than five percent (5%) of that class of securities or (b) the lease or sublease of space by one of your Owners, with our approval (not to be unreasonably withheld, conditioned or delayed), to a Competitive Business.

14.5 Reasonable Scope of Covenants. You acknowledge that the scope of the restrictions in Articles 14.1 and 14.2 are reasonable and necessary to protect us, the Confidential Information, and the System, and that such restrictions are designed to prevent you from taking information, materials, training, and know-how that we provided to you and using them to compete with us. In addition, your violation of Article 14.1 or 14.2 would necessarily involve your use of Confidential Information that would result in an unfair competitive advantage vis-à-vis other **PLANET FITNESS** franchisees. You acknowledge that such restrictions benefit **PLANET FITNESS** franchisees. You further acknowledge that you, your Owners and your Approved Operator possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcement of the covenant in Article 14.2 will not deprive you, your Owners or your Approved Operator of personal goodwill or the ability to engage in a lawful trade or business and earn a living.

14.6 Reduction of Scope of Covenants. You understand and acknowledge that we shall have the right, in our business judgment, to reduce the scope of any covenant set forth in Articles 14.1 and 14.2, or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof; and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable. You and we agree that in the event a court or arbitrator finds that any of the covenants set forth in Articles 14.1 and 14.2, or any portion thereof, are overly broad, the parties intend for the court or arbitrator to modify and enforce the covenants to maximum extent permitted.

14.7 Covenant Not to Compete upon Exercise of Right of First Refusal. If we exercise our right of first refusal pursuant to Article 17.5 below, for a period of two (2) years commencing on the date of the closing, you and your selling Owner(s) will be bound by the noncompetition covenant contained in Article 14.2 hereof. In addition, we reserve the right to require you and your selling Owner(s) to agree that, for a period of five (5) years commencing on the date of the closing, you and they will be bound by the noncompetition covenant contained in Article 14.2 hereof but which shall be limited to a geographic area that extends no more than fifteen (15) miles from any **PLANET FITNESS** Business, or rights to develop **PLANET FITNESS** Businesses, you or they are selling to us in such transaction.

14.8 Confidentiality.

14.8.1 We possess (and will continue to develop and acquire), and may disclose to you, certain confidential information (the "Confidential Information") relating to the development and operation of **PLANET FITNESS** Businesses, which may include (without limitation):

14.8.1.1. location selection criteria, location analytics, and plans and specifications for the development of **PLANET FITNESS** Businesses;

14.8.1.2. methods, formats, specifications, standards, systems, procedures, the System, the Operations Manual (defined below), any other proprietary materials, and knowledge of and experience in developing and operating **PLANET FITNESS** Businesses;

14.8.1.3. sales, marketing and advertising programs and techniques for **PLANET FITNESS** Businesses;

14.8.1.4. specifications and pricing for and suppliers of certain fixtures, furnishings, equipment, products, materials and supplies;

14.8.1.5. operating results and financial performance of **PLANET FITNESS** Businesses other than **PLANET FITNESS** Businesses owned by you or your affiliates;

14.8.1.6. proprietary information, benchmarking, and analytics we (or a third party we authorize) may share with you related to **PLANET FITNESS** Businesses, other than **PLANET FITNESS** Businesses owned by you or your affiliates;

14.8.1.7. customer and membership lists;

14.8.1.8. information concerning the specific selection and development of potential future **PLANET FITNESS** Business locations by third parties;

14.8.1.9. methods of training and management relating to **PLANET FITNESS** Businesses;

14.8.1.10. proprietary computer systems, software programs, mobile applications and other technology used or useful in **PLANET FITNESS** Businesses;

14.8.1.11. potential transactions, expansion plans, evolution of our System or other proprietary strategic information;

14.8.1.12. any and all other information related to your **PLANET FITNESS** Businesses or **PLANET FITNESS** Businesses generally that is labeled proprietary or confidential.

Confidential Information does not include information or material which (i) is or becomes generally known to the public or in the industry other than through a breach of this Agreement, (ii) at the time it was first disclosed to you, was already in your lawful possession; (iii) is developed independently by you without using the Confidential Information, or (iv) is disclosed to you by a third party entitled to disclose it without any further obligations of confidentiality.

14.8.2 We will disclose Confidential Information to you solely for your use in the development and operation of your **PLANET FITNESS** Businesses. The Confidential Information is proprietary and includes our trade secrets. During the Term and thereafter: (a) you and your Owners may not use the Confidential Information in any other business or capacity (you acknowledge such use is an unfair method of competition); (b) you and your Owners must strictly maintain the confidentiality of the Confidential Information; (c) you and your Owners may not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; (d) you and your Owners must exercise your and their best efforts, including the implementation of all reasonable procedures we prescribe from time to time, to prevent unauthorized use or disclosure of the Confidential Information; such procedures include, but are not limited to, (i) the use of nondisclosure agreements with your Owners, officers, directors, managers, assistant managers, shift supervisors and other personnel to which you disclose Confidential Information, copies of which you and your Owners must deliver to us upon our request, (ii) the de-activation of access by your personnel to our online franchise portal and any other software, computer systems and electronic mailing lists containing Confidential Information, reasonably promptly upon the termination of their employment or engagement with you, and (iii) not inputting or disclosing Confidential Information to artificial intelligence or machine learning platforms, except as we may authorize in our Methods of Operation or by prior written consent; and (e) you may disclose the Confidential Information to your officers, directors, employees and other personnel, only to the extent necessary to fulfill your obligations under this Agreement. At such time when neither you nor your affiliates have a franchise or development agreement with us, upon our request or in accordance with the procedures we may specify in the Operations Manual, you and your Owners must destroy or deliver to us all or certain Confidential Information in your possession. You acknowledge and agree that you will not acquire any interest in Confidential Information, other than the right to utilize Confidential Information disclosed to you in developing **PLANET FITNESS** Businesses during the Term, and that the use or duplication of any Confidential Information in any business that is not a **PLANET FITNESS** Business, will constitute an unfair method of competition and a violation of this Agreement.

14.8.3 You and your Owners must also maintain the confidentiality of all proprietary information you develop or collect in connection with your **PLANET FITNESS** Businesses ("Business Information"). You and your Owners may use Business Information in connection with your and your affiliates' **PLANET FITNESS** Businesses in a manner not prohibited by your and their agreements with us and our affiliates and for such purposes as may be reasonably related to your status as a **PLANET FITNESS** franchisee. You and your Owners may not use Business Information in any other business or capacity. You and your Owners must exercise best efforts, including the implementation of all reasonable procedures we prescribe from time to time, to prevent unauthorized use or disclosure of the Business Information.

14.8.4 You acknowledge you are aware that (i) the Confidential Information and Business Information may relate to publicly traded securities, and (ii) the restrictions imposed by applicable securities laws restrict trading in securities while in possession of material non-public information and on communication of such information when it is reasonably foreseeable that the recipient is likely to trade such securities, in reliance on such information. You and your Owners agree not to trade, either directly or through other persons or entities, based on Business Information or Confidential Information in a manner that would violate the securities law of any applicable jurisdiction including, without limitation, the United States securities laws. Except for confidential communications in connection with a business purpose related to the development, operation, or financing of your **PLANET FITNESS** Businesses (including valuing, financing or marketing your **PLANET FITNESS** Businesses for sale), you may not discuss any non-public information about your **PLANET FITNESS** Businesses or the System with investment analysts, investment research firms, consulting firms or other similar third parties, without our prior written consent. For the avoidance of doubt, your failure to comply with any of the requirements of this Article 14.8.4 is a material breach of this Agreement, and you agree, in addition to all of our other rights and remedies available hereunder and under applicable law, you will indemnify us for our costs in obtaining professional advice, making public filings, responding to regulators or otherwise responding to such breach.

14.8.5 If you become legally compelled by a judicial or legislative order of a governmental authority or court of competent jurisdiction to disclose any of the Confidential Information, you shall provide us with prompt written notice of such requirement before you disclose any Confidential Information so that we may seek a protective order or other appropriate remedy and/or waive compliance with the terms of Article 14.8.2. Upon our request, you shall take all reasonable steps requested to assist us in contesting such request for disclosure. If a protective order or other remedy is not obtained, or we waive compliance with Article 14.8.2, you agree to furnish only that portion of the Confidential Information you are advised by counsel is legally required to be disclosed and to exercise commercially reasonable efforts to obtain assurance that confidential treatment will be afforded to such Confidential Information.

14.8.6 As used in this Agreement, the "Operations Manual" means the compilation of the confidential **PLANET FITNESS** Methods of Operation, which may include, without limitation, any information, documents and materials that describe our mandatory and suggested standards, specifications, marketing strategies and policies, and operating procedures relating to the development and operation of **PLANET FITNESS** Businesses and your obligations under this Agreement and related agreements, as well as all other written materials, documents or information that we designate as a Method of Operation or specifically as part of the Operations Manual. The term "Operations Manual" also includes alternative or supplemental means of communicating such information by other media which specifically reference that they are to be considered part of the Operations Manual including, but not limited to, bulletins, newsletters, emails, audio and video files, and other similar items posted on the designated franchise portal. The Operations Manual (and each component thereof) constitutes a confidential trade secret and will remain our property. The term "Methods of Operation" means the mandatory and suggested specifications, standards, operating procedures and rules, including, but not limited to those set forth in the Operations Manual, that we prescribe from time to time for the operation of a **PLANET FITNESS** Business and any other information we provide to you during the Term relating to your operation of your **PLANET FITNESS** Business or to any other of your obligations under this Agreement and related agreements.

15. Development in Development Area Upon Termination or Expiration.

15.1 You acknowledge and agree that, subject to Articles 9.5 and 15.2, after the expiration or termination of this Agreement for any reason, any and all rights you had in and to the Development Area shall cease and we will have the absolute and unrestricted right to develop the Development Area and to contract with other franchisees for the future development of the Development Area. You acknowledge and agree that such right includes, but is not limited to, the development of new **PLANET FITNESS** Businesses, and relocation of existing **PLANET FITNESS** Businesses, in the same trade area as, and in close proximity to, the locations of **PLANET FITNESS** Businesses developed under this Agreement.

15.2 In the event that, after the expiration of the Term, we wish (ourselves or through our affiliates) to develop or enter into a development agreement or franchise agreement(s) with a third party to develop any additional **PLANET FITNESS** Businesses in the Development Area, we will, for one year after the expiration of the Term, provide you a right of first refusal to develop **PLANET FITNESS** Businesses in the Development Area on the terms

and conditions described in this Article 15.2. You shall have this right of first refusal only if (1) you have fully complied with the Development Schedule in the Development Area as required by this Agreement, and all **PLANET FITNESS** Businesses required by the Development Schedule remain open and operating; (2) none of your or your affiliates' agreements with us have been unilaterally terminated by us due to a default, except for terminations due to an Excluded Default; and (3) you and your affiliates have no outstanding, noticed and uncured defaults (past any applicable opportunity to cure) under any Franchise Agreement In such case, we will provide you with a written notice of such proposed development (a "Development Notice"), which will include the proposed development schedule or proposed franchise locations and any proposed financial terms not contained in our current Franchise Disclosure Document. For the avoidance of doubt, we may send a Development Notice to you without any prior discussions with a prospective third-party developer. You shall have sixty (60) days from your receipt of a Development Notice (the "Development ROFR Period") to execute a new development agreement or franchise agreement(s), as applicable, with us on the terms contained in the Development Notice and on our then-current form of development agreement or franchise agreement (which may contain materially different and less favorable terms than this Agreement). If you fail to enter into such agreements during the Development ROFR Period, then we may commence development of or enter into an agreement with a third party to develop such additional **PLANET FITNESS** Business on the same or substantially similar terms as provided in the Development Notice within ninety (90) days of the expiration of the Development ROFR Period ("Alternative Development"). Upon the earlier of one year after the expiration of the Term or Alternative Development, your rights under this Article 15.2 shall terminate and be of no further force or effect.

16. Transfer by Us. We have the right to directly or indirectly sell, assign, pledge, novate or otherwise transfer, in whole or in part, our interest in this Agreement, and any such sale, assignment, pledge, novation or other transfer shall inure to the benefit of any assignee, transferee, novatee or other legal successor to our interest. Any of our affiliates may transfer, sell, pledge, dispose of, or otherwise convey, their ownership rights in us or any other of our affiliates, by operation of applicable laws or otherwise, including by public offering, to any person without your consent. If we assign or transfer our rights or obligations under this Agreement to a third party who expressly assumes its obligations as provided in this Article 16, (i) we will notify you of such sale, assignment, novation or other transfer after the fact; and (ii) from the date of our notice, we will not be responsible for the obligations transferred and you will be bound to accept performance from such third party without the need to enter into any further document (regardless of whether you have executed a document reflecting such change).

17. Transfer by You. You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a legal entity, to your Owners) and that we have granted the development rights and obligations herein to you in reliance upon our perceptions of your (or your Owners') individual or collective character, skill, aptitude, attitude, business ability, acumen and financial capacity. Accordingly, you shall ensure that, subject to Article 17.2, no Transfer occurs without our prior written consent. Any attempted Transfer without such approval constitutes a material breach of this Agreement and is void and of no effect. Any Transfer of ownership, possession or control of your **PLANET FITNESS** Business, which for the avoidance of doubt, includes, for example, a pledge, collateral assignment or grant of a security interest in this Agreement in connection with any transaction, is subject to compliance with this Article 17. "Transfer" means the voluntary, involuntary, direct or indirect sale, assignment, transfer, license, sublicense, sublease, collateral assignment, grant of a security, encumbrance, collateral or conditional interest, inter-vivos transfer, testamentary disposition or other disposition of this Agreement, any interest in or right under this Agreement, or any form of ownership interest in you or your assets, revenues or income (excluding sales of products and services and payments made in the ordinary course of business) from this Agreement including, but not limited to: (1) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of, or a partnership interest or other ownership interest in, you or of any interest convertible to or exchangeable for capital stock of, or a partnership interest or other ownership interest in, you; (2) any merger or consolidation between you and another entity, whether or not you are the surviving entity; (3) any transfer in, or as a result of, a divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law; (4) any transfer upon your death or the death of any of your Owners by will, declaration of or transfer in trust or under the laws of intestate succession; or (5) any foreclosure upon any of your assets.

17.1 Conditions for Approval of Transfer. We will not unreasonably withhold our consent to a proposed Transfer provided all of the conditions set forth below must be met prior to or concurrently with the effective date of the proposed Transfer. Your and/or the proposed transferee's failure to meet any of such conditions is a reasonable basis for withholding our consent to the Transfer.

17.1.1 *Compliance.* You are in substantial compliance with this Agreement; you and your affiliates have paid all amounts owed to us and our affiliates related to this Agreement or any other agreement entered into between you, your affiliates, or your Owners and us or our affiliates.

17.1.2 *Transferee.* The proposed transferee and its direct and indirect owners must be of good moral character and otherwise meet our then applicable and reasonable standards for **PLANET FITNESS** area developers. The proposed transferee and its affiliates, and, if you will retain development rights post-transaction, you and your Affiliates, must have demonstrated that they (and you, if applicable) will have reasonably adequate cash available, reasonably projected financial resources and a reasonably acceptable capital structure, taking into account current assets and liabilities, reasonably projected future cash flows and obligations, and reasonable assumptions related to financing and potential business and economic fluctuations, to meet their development, re-equipment, remodeling and other obligations to us and our affiliates in connection with this Agreement and any other **PLANET FITNESS** Businesses or development rights they own or are acquiring. You have disclosed to us all ownership information, including, but not limited to any trust, charitable organization or donor-advised fund, which will become an Owner pursuant to the Transfer. Any trust instrument has been reviewed by us and our external legal counsel at your expense, and the material terms of such trust have been approved by us in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. As a condition to our approval, we may request reasonable changes to the material terms of a trust instrument or other estate planning document to protect our interests and the System generally.

17.1.3 *Transfer Terms.* You have disclosed to us all material terms of the Transfer along with any additional information we reasonably request regarding your or the transferee's capacity to develop and operate **PLANET FITNESS** Businesses after the Transfer. We approve of the terms of such Transfer as not materially and adversely impacting the transferee's development of **PLANET FITNESS** Businesses following the Transfer, which approval shall not be unreasonably withheld, conditioned or delayed. You and any affiliate must Transfer equivalent rights and interests under all Franchise Agreements in the Development Area to the same transferee (or its affiliates) simultaneously with the Transfer hereunder, unless we otherwise approve.

17.1.4 *Agreements.* You (and your transferring Owners) have executed (a) a general release, in form satisfactory to us, on behalf of themselves, their affiliates, parents, and subsidiaries (other than Excluded Affiliates, as defined below), of any and all claims against us, our affiliates, parents, and subsidiaries, and the officers, directors, shareholders, partners, and employees of all such entities in both their corporate and individual capacities (a "General Release"), and (b) a written affirmation confirming that (i) you and/or any transferring Owner(s) remain bound by the restrictions and obligations contained in Articles 14 and 18, and Exhibit C hereof as if this Agreement had terminated and (ii) the provisions of Articles 22, 23, 24 and 26 survive the partial or full Transfer of an Owner's interest in you (although such provisions will continue to apply regardless of whether you and/or any transferring Owner(s) actually execute such written reaffirmation). Except as otherwise provided in Article 17.1.6.3, this Agreement has been amended to reflect the post-transfer ownership and your new Owners have signed Exhibit C hereof. If and to the extent reasonably enforceable under applicable law, your transferring Owners have executed an agreement with you, of which we are a party or a third-party beneficiary and may independently enforce, providing that for at least two (2) years from the date of the Transfer, with such time period to be tolled by any violation thereof, they will not, either directly or indirectly, compete with you and your affiliates. "Excluded Affiliates" means affiliates, parents, and subsidiaries with ultimate owners that are not part of your ownership structure and will not receive any consideration or value from the Transfer. Silent Investors shall not be required to sign the agreements described in this Article 17.1.4.

17.1.5 *Costs.* You have reimbursed us for any reasonable external (i.e., not in-house) legal and administrative costs we incurred in connection with the Transfer.

17.1.6 *Third-Party Transfers.* If the proposed Transfer is a Third-Party Transfer (as defined below), the following additional conditions must be reasonably satisfied prior to or concurrently with the effective

date of the proposed Transfer. A "Third-Party Transfer" is a proposed Transfer to any party that is not one of your Owners or an entity solely owned by one or more of your Owners. In addition, the following Transfers are not considered Third-Party Transfers: (i) a Transfer to an entity that is controlled by one or more of your Owners solely for estate planning purposes, or (ii) a Transfer to the Immediate Family of one of your Owners of a non-controlling interest in you, which is not one of a series of proposed Transfers which, in the aggregate, would constitute or result in the transfer of a controlling interest in you. "Controlling interest" means (a) a direct or indirect ownership interest of fifty percent (50%) or more in you or (b) the power to, directly or indirectly, direct your affairs by reason of ownership of voting securities, by contract, or otherwise.

17.1.6.1 *Transferee.* We have approved the proposed transferee, based on our reasonable assessment of the proposed transferee and its direct and indirect owners, and the capabilities and characteristics of any existing or acquired business and management team and, if applicable, remaining Owners. In connection with our assessment, we may consider:

(i) the proposed transferee's moral character, aptitude, attitude, experience, references, acumen, and financial capacity to develop and operate **PLANET FITNESS** Businesses hereunder;

(ii) the proposed transferee's business plan for such **PLANET FITNESS** Businesses;

(iii) the infrastructure in place or to be created to develop and operate the **PLANET FITNESS** Businesses hereunder (together with any other **PLANET FITNESS** Businesses the proposed transferee may own);

(iv) other investments of the proposed transferee (including, but not limited to, competing investments, quantity of other investments or incompatibility of other investments with our values or brand image); and

(v) if the proposed transferee is an existing **PLANET FITNESS** franchisee, its and its affiliates' (a) record of acquisition, development, operations (including size of current operations and existing development obligations and any resulting systemic concentration) and performance, and (b) compliance with existing agreements with us and our affiliates.

Unless otherwise approved in writing by us, the transferee may not be an entity, or be affiliated with an entity, that is required to comply with the reporting and information requirements of the Securities Exchange Act of 1934, as amended.

17.1.6.2 *Training.* The transferee (or its Responsible Owner) and its managers, shift supervisors and personnel must have completed our initial training program (under a Franchise Agreement) or must be currently certified by us to operate and/or manage a **PLANET FITNESS** Business to our satisfaction prior to the closing of the Transfer.

17.1.6.3 *Agreements.* If the Transfer is of a non-controlling interest in you, which is not one of a series of proposed Transfers which, in the aggregate, would constitute or result in the transfer of a controlling interest in you, the transferee has agreed to be bound by all of the terms and conditions of this Agreement for the remainder of the Term. Otherwise, the transferee shall execute a new area development agreement with us on our then-current form, the terms and conditions of which may differ materially from the terms and conditions of this Agreement, including a different development schedule and different fees for franchise agreements executed thereunder.

17.1.6.4 *Transfer Fees.* You have paid us a transfer fee equal to Five Thousand U.S. Dollars ($5,000) for each unmet development obligation pursuant to the Development Schedule being transferred, unless the proposed Transfer is a

transfer of a five percent (5%) or less ownership interest in you (and is not one of a series of Transfers which, in the aggregate with other Transfers to the same or an affiliated transferee, would constitute or result in the transfer of greater than a five percent (5%) interest in you) or we, in our sole discretion, determine that such transfer is de minimis such that a lesser or no transfer fee may apply.

17.1.6.5 *Holding Period*. Unless the proposed Transfer is of a non-controlling interest in you, which is not one of a series of proposed Transfers which, in the aggregate, would constitute or result in the transfer of a controlling interest in you, in which case this Article 17.1.6.5 shall not apply, at least one of the following must be satisfied: (i) the Owner(s) of a controlling interest in you (or your affiliates) have been **PLANET FITNESS** franchisees for at least two (2) years as of the closing date and the closing date of the proposed Transfer is at least one (1) year after the Effective Date; (ii) the closing date of the proposed Transfer is at least two (2) years after the Effective Date; (iii) if this Agreement is an amended and restated area development agreement, the closing date of the proposed Transfer is at least one (1) year after the Effective Date; or (iv) if this Agreement has been amended to add one (1) or more **PLANET FITNESS** Businesses to the Development Schedule, the closing date of the proposed Transfer is at least one (1) year after the effective date of such amendment. No **PLANET FITNESS** Business in the Development Area may be transferred if you have not satisfied the requirements of this Article 17.1.6.5.

The conditions set forth in Article 17.1 are intended to be representative and not exhaustive.

17.2 Transfer to a Wholly Owned Entity. Notwithstanding Article 17.1, if you are in full compliance with this Agreement, you may Transfer this Agreement to a corporation, business trust, limited liability company or similar entity, which conducts no business other than the business operated hereunder and, if applicable, other **PLANET FITNESS** Businesses, in which you maintain management control and of which you own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, and further provided that all assets of such business are owned, and all of such business is conducted, by a single entity. Transfers of ownership interests in such entity will be subject to the provisions of Article 17.1. Notwithstanding anything to the contrary herein, you agree to remain personally liable under this Agreement as if the Transfer to such entity had not occurred.

17.3 Transfer Upon your Death or Disability. Upon your death or permanent disability or, if you are a corporation, business trust, limited liability company, partnership or other legal entity, the death or permanent disability of the Owner of a controlling interest in you, you or your or such Owner's executor, administrator, conservator, guardian or other personal representative must Transfer your interest in this Agreement or such Owner's interest in you to a third party. Such disposition of this Agreement or the interest in you (including, without limitation, Transfer by bequest or inheritance) must be completed within a reasonable time, not to exceed six (6) months from the date of death (or if later, such date that such Transfer may be legally completed) or permanent disability, and will be subject to all of the terms and conditions applicable to Transfers contained in this Article 17. A failure to Transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a breach of this Agreement. For purposes hereof, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an Owner of a controlling interest in you from managing and operating the business operated hereunder for a period of at least three (3) months from the onset of such disability, impairment or condition.

17.4 Bona Fide Offers. If you (or any of your Owners) at any time determine to Transfer for consideration an interest in this Agreement, the assets of the business operated hereunder or an ownership interest in you, you (or such Owner) shall:

17.4.1 disclose to us any broker that you retain for the purpose of marketing your **PLANET FITNESS** Business for sale;

17.4.2 provide us with such additional information that we may reasonably request from time to time, including, but not limited to, a draft of the offering materials you intend to circulate and a list of offerors or prospective purchasers;

17.4.3 if there is an offer you are willing to accept, obtain a *bona fide*, executed written offer which includes details of the payment terms of the proposed sale (an "Offer") and a complete franchise application from a fully disclosed offeror including lists of the owners of record and beneficial owners of any corporate, trust or limited liability company offeror and/or all general and limited partners of any partnership. To be a valid Offer, the proposed purchase price must be denominated in a dollar amount. The Offer must not include an offer to purchase any of your (or your Owners') other property or rights other than your (or their) **PLANET FITNESS** Businesses. If the Offer also applies to additional **PLANET FITNESS** Businesses and/or **PLANET FITNESS** area development agreements you or your Affiliates own, you must obtain a separate proposed purchase price for each **PLANET FITNESS** Business and/or each development agreement included in the Offer, which reflects a reasonable allocation of the aggregate proposed purchase price across all such **PLANET FITNESS** Businesses and development agreements. If the offeror proposes to buy any other property or rights from you (or your Owners) under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to us, and the price and terms of purchase offered to you (or your Owners) for the interest in you or in this Agreement and the business operated hereunder must reflect the *bona fide* price offered therefor and not reflect any value for any other property or rights. For the avoidance of doubt, a fully executed non-binding letter of intent or term sheet that otherwise satisfies the requirements of this Article 17.4.3 will be considered an Offer; and

17.4.4 promptly submit to us a true and complete copy of the Offer, along with such other information about the **PLANET FITNESS** Businesses or the proposed Transfer as we may reasonably request, including, for example, copies of the diligence materials provided to the proposed transferee, financial information and/or projections related to the **PLANET FITNESS** Businesses or the proposed transferee (the "Sale Materials"). You shall deliver the Sale Materials to us by such means as we may reasonably specify. A "Business Day" means a day on which the banks are open for business, excluding Saturdays, Sundays and public holidays, in New York, New York.

Once you or the proposed transferee informs us that you have obtained an Offer, we may communicate directly with the proposed transferee.

17.5 Our Right of First Refusal. For any proposed Third-Party Transfer of: (a) this Agreement; (b) a controlling interest in you (or a series of proposed Third-Party Transfers which in the aggregate would constitute a Third-Party Transfer of a controlling interest in you); or (c) all or substantially all the assets of your business operated hereunder, we have the right, exercisable by written notice (the "ROFR Notice") delivered to you or your selling Owners within the ROFR Period (defined below) to purchase such interest for the price and on the terms and conditions contained in the Offer, provided that:

17.5.1 we may substitute cash for any form of payment (including, but not limited to, equity in the transferee or one of its affiliates) proposed in the Offer;

17.5.2 if the Offer is for less than all of the ownership interests in you or less than all of the assets of the business operated hereunder, we may purchase, as applicable, either all of the ownership interests in you or all of the assets of the business operated hereunder, for a price calculated by imputation of the purchase price set forth in the Offer across such additional equity or assets;

17.5.3 our credit will be deemed equal to the credit of any proposed purchaser;

17.5.4 we are not required to honor or provide compensation for any post-closing employment arrangement included in the Offer for any person that is not an Owner. For post-closing employment arrangement(s)

for any Owner, we are not required to honor such arrangement(s). We will substitute cash for any such arrangement(s) to the extent not honored, provided such arrangements are guaranteed;

17.5.5 any provision in the Offer, the effect of which would increase our cost, or otherwise negatively affect the terms imposed on us as a result of our substitution for the prospective purchaser through our exercise of our right of first refusal shall be disregarded;

17.5.6 we may make any adjustments we or our advisors deem reasonably necessary or appropriate to comply with the laws, regulations, accounting standards and financing covenants applicable to our affiliates and us; provided doing so does not materially diminish the value of the Offer;

17.5.7 if prior to the closing of the transaction, (a) we discover material inaccuracies or omissions in financial or other information you or your affiliates provided to the proposed transferee, including, but not limited to, financial results or projections based on noncompliance with your Franchise Agreement(s) or any other noncompliance that would require material expenditures to remediate, (b) we discover information that has a material adverse effect on the value of the **PLANET FITNESS** Businesses included in the transaction, or (c) such businesses experience a material adverse change, we may withdraw the exercise of our right of first refusal;

17.5.8 your submission to us of an Offer is irrevocable. You may not withdraw or modify the Offer during the ROFR Period. Even if the Offer is non-binding as between you and the offeror, your submission of the Offer to us shall constitute a binding offer to us for the sale of your **PLANET FITNESS** Business(es) that we may accept during the ROFR Period on the terms of this Article 17.5;

17.5.9 we are entitled to receive, and you and your Owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the equity of an incorporated entity, as applicable, including, without limitation, representations and warranties as to:

17.5.9.1. ownership and condition of and title to equity and/or assets;

17.5.9.2. liens and encumbrances relating to the equity and/or assets; and

17.5.9.3. validity of contracts and the liabilities, contingent or otherwise, of the entity whose equity or assets is being purchased.

17.5.10 the terms of the transaction shall be (i) the terms specifically provided in this Article 17.5, (ii) the terms of the Offer for all terms specified therein and not superseded by this Article 17.5, and (iii) otherwise, commercially reasonable terms;

17.5.11 you and we shall exercise commercially reasonable efforts to close the transaction by the later of: (i) sixty (60) days from the date of the ROFR Notice, or if the transaction involves more than twenty (20) **PLANET FITNESS** Businesses, ninety (90) days from the date of the ROFR Notice, (ii) such period as may have been provided in the Offer, running from the date of the ROFR Notice, (iii) sixty (60) days from the date of the completion of any appraisal described below, or (iv) the latest closing date for another **PLANET FITNESS** Business in the transaction. Within five (5) days following your receipt of the ROFR Notice, you shall request consent from any party whose consent is required for the Transfer (or grant us consent to contact any such parties directly) including, but not limited to, landlords and point-of-sale or billing vendors;

17.5.12 for clarification, you must comply with Article 17.1.4 and Article 17.1.6.4 of this Agreement in connection with your Transfer to us; provided, however, that the foregoing shall not override any allocation between you and the proposed transferee in the Offer of the costs set forth in Article 17.1.6.4;

17.5.13 If the proposed Transfer is part of a contemporaneous transfer involving one or more **PLANET FITNESS** Businesses or one or more area development agreements (collectively, the "Transfer Group"), then we will refrain from exercising our right of first refusal to purchase less than the entire Transfer Group;

17.5.14 The value of any form of payment other than cash as described in Article 17.5.1 hereof shall be fair market value. If such fair market value cannot be calculated by imputation of the purchase price set forth in the Offer, and if we and you are unable to agree on fair market value, fair market value will be determined by an appraiser agreeable to both parties. If we and you are unable to agree on an appraiser, then the fair market value will be determined as follows: We will appoint one (1) appraiser, you will appoint one (1) appraiser and the two (2) party-appointed appraisers will appoint an independent third appraiser; provided, however, that if you fail to timely appoint your appraiser, then the fair market value determined by our appraiser alone shall prevail. You and we agree to select our respective appraisers within fifteen (15) days after the date we determine that we are unable to agree on the fair market value, and the two (2) appraisers so chosen are obligated to appoint the third appraiser within fifteen (15) days after the date on which the last of the two (2) party-appointed appraisers was appointed. You and we will bear the cost of our own appraisers and share equally the reasonable fees and expenses of the third appraiser chosen by the two (2) party-appointed appraisers. You and we will take reasonable actions to cause the appraisers to complete their appraisal within thirty (30) days after the third appraiser's appointment;

17.5.15 We may make up to two (2) reasonable requests for information from you to assist us in evaluating our right of first refusal (each, a "Diligence Request"). We may make (a) an initial Diligence Request within ten (10) days after we receive all of the Sale Materials and (b) a follow-up Diligence Request within fourteen (14) days of the receipt of your complete response to our initial Diligence Request. You must provide a complete and materially accurate response to each such Diligence Request promptly and, in any event, not later than within thirty (30) days of receiving an initial Diligence Request and not later than within fourteen (14) days after receiving a follow-up Diligence Request. All Diligence Requests and responses thereto may be made by e-mail or other electronic means (e.g., access to a secure electronic storage platform) in lieu of compliance with Article 25 hereof. A follow-up request based on an incomplete response to a Diligence Request shall not be considered a separate Diligence Request. The foregoing shall not limit our rights to request additional information at any time between exercising our right of first refusal (if we choose to do so) and closing the transaction. We may not disclose to third-parties any information you provide to us in response to a Diligence Request, except for information which (i) is or becomes generally known to the public or in the industry other than through a breach of this Agreement, (ii) at the time it was first disclosed to us, was already in our lawful possession; (iii) is developed independently by us; or (iv) is information that we had an independent right to obtain and/or use, except as set forth in Article 17.5.17 below;

17.5.16 We may exercise our right of first refusal under this Article 17.5 during the time period beginning on the date we receive all of the Sale Materials and ending on the later of (a) (i) thirty (30) days from such date if we do not make a Diligence Request, or (ii) if we make a Diligence Request, forty-five (45) days after your submission of a complete response to our last Diligence Request, or if the transaction involves more than seventy-five (75) **PLANET FITNESS** Businesses, sixty (60) days after such submission, or (c) the last date on which we may exercise our right of first refusal for any other **PLANET FITNESS** Business or area development agreement, if any, included in the Offer (the "ROFR Period"); and

17.5.17 For the avoidance of doubt, we have the right to assign our right of first refusal under this Article 17.5. You acknowledge and agree that we may share the Offer and other relevant information regarding your **PLANET FITNESS** Businesses on a confidential basis with a prospective assignee. We shall not be responsible for the performance of the obligations assigned nor shall we be held liable for the action or inaction of our assignee, including, but not limited to its failure to close the transaction, provided that at the time of our assignment, we reasonably determine that the assignee has the capacity, including, but not limited to, the financial ability, to perform its assigned obligations.

Any Transfer in violation of our right of first refusal is null and void.

17.6 Non-Exercise. If we do not exercise our right of first refusal, you or your Owners may complete the Transfer to such purchaser pursuant to and on terms materially consistent with the Offer, subject to our approval of the Transfer as provided in Article 17.1. If the Transfer to such purchaser is not completed within the later of (a) one hundred twenty (120) days after delivery of the Sale Materials to us or (b) ninety (90) days after the expiration of the ROFR Period, or if there is a material change in the terms of the Transfer (which you agree to communicate to us promptly and within no later than seven (7) days after such material change), the proposed Transfer will be treated as a new proposed Transfer subject to our right of first refusal

as provided in Article 17.5. Within five (5) Business Days after the closing of the Transfer, you must provide us with the final purchase price and the final signed principal transaction documents of the Transfer.

17.7 Transfer Pursuant to Bankruptcy. If the proposed Transfer is conducted pursuant to a bankruptcy or other court-supervised sale process, in addition to any other rights we may have under this Agreement or applicable law, we or our designee may: (a) participate as a bidder in such process; (b) credit-bid any amounts owed to us or to any affiliate to the extent permitted by applicable law; and (c) exercise our rights in accordance with the applicable bidding procedures and sale process. Our participation in the foregoing shall not waive any rights we may have under this Agreement or under applicable law, including any right to approve any Transfer.

18. **INDEMNIFICATION. IN ADDITION TO YOUR OTHER INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, YOU AGREE THAT YOU SHALL, AT ALL TIMES, INDEMNIFY, EXCULPATE, DEFEND AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, US, OUR SUCCESSORS, ASSIGNS, AND AFFILIATES (INCLUDING, BUT NOT LIMITED TO, PLANET FITNESS DISTRIBUTION LLC), AND THE RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, AND EMPLOYEES OF EACH OF THEM (THE "INDEMNIFIED PARTIES") FROM ALL LOSSES AND EXPENSES INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, CLAIM, DEMAND, INVESTIGATION, OR INQUIRY (FORMAL OR INFORMAL), OR ANY SETTLEMENT THEREOF, WHICH ARISES OUT OF OR IS BASED UPON ANY OF THE FOLLOWING: (A) THE INFRINGEMENT, ALLEGED INFRINGEMENT OR ANY OTHER VIOLATION BY YOU OR YOUR OWNERS OF ANY PATENT, MARK, COPYRIGHT, OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY THIRD PARTIES DUE TO YOUR UNAUTHORIZED USE OF ALL OR ANY PORTION OF THE MARKS AND/OR SYSTEM OR YOUR USE OF ANY MARKS OR OTHER INTELLECTUAL PROPERTY NOT LICENSED FROM US; (B) THE VIOLATION, BREACH, OR ASSERTED OR ALLEGED VIOLATION OR BREACH BY YOU, OR YOUR OWNERS OF ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, RULING OR INDUSTRY STANDARD; (C) THE VIOLATION OR BREACH OR ALLEGED VIOLATION OR BREACH BY YOU OR YOUR OWNERS OF ANY WARRANTY, REPRESENTATION, AGREEMENT, OR OBLIGATION OF THIS AGREEMENT; OR (D) ACTS, ERRORS, OR OMISSIONS OR ALLEGED ACTS, ERRORS, OR OMISSIONS OF YOU, OR ANY OF YOUR OWNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, AND EMPLOYEES IN CONNECTION WITH THE BUSINESS OF DEVELOPMENT HEREUNDER; UNLESS (AND THEN ONLY TO THE EXTENT THAT) THE CLAIMS, OBLIGATIONS, AND DAMAGES ARE DETERMINED TO BE CAUSED SOLELY BY THE INDEMNIFIED PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT ACCORDING TO A FINAL, UNAPPEALABLE RULING ISSUED BY A COURT OR ARBITRATOR WITH COMPETENT JURISDICTION. FOR PURPOSES OF THIS INDEMNIFICATION, "LOSSES AND EXPENSES" INCLUDE ALL OBLIGATIONS, DAMAGES (ACTUAL, CONSEQUENTIAL OR OTHERWISE) AND COSTS INCURRED IN THE DEFENSE OF ANY CLAIM AGAINST ANY OF THE INDEMNIFIED PARTIES, INCLUDING, WITHOUT LIMITATION, REASONABLE 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, SETTLEMENT COSTS, AND TRAVEL AND LIVING EXPENSES. WE HAVE THE RIGHT TO DEFEND ANY SUCH CLAIM AGAINST US AT YOUR EXPENSE WITH COUNSEL WE SELECT. YOU SHALL PROVIDE THE ADDITIONAL COOPERATION AND ASSISTANCE THAT WE REQUEST IN ORDER TO RELEASE THE INDEMNIFIED PARTIES FROM LIABILITY FOR INDEMNIFIABLE LOSSES AND EXPENSES HEREUNDER. THIS INDEMNITY WILL CONTINUE IN FULL FORCE AND EFFECT SUBSEQUENT TO AND NOTWITHSTANDING THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

19. Severability. To the extent that this Agreement is judicially determined to be unenforceable by virtue of its scope or in terms of area or length of time, but may be made enforceable by reductions of any or all thereof,

the same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction where enforcement is sought.

20. Taxes. We will have no liability for any sales, use, service, occupation, employment related, excise, gross receipts, income, property or other taxes, whether levied upon you or your **PLANET FITNESS** business, in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such taxes is your sole responsibility. Further, you will pay all state and local taxes, including, without limitation, sales, use, service, occupation, employment related, excise, gross receipts, income, property or other taxes that may be imposed on us as a result of our receipt or accrual of the Area Development Fee, and all other fees that are referenced in this Agreement, whether assessed against you through withholding or other means or whether paid by us directly, unless the tax is credited against income tax otherwise payable by us. In such event, you will pay to us (or to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required. Notwithstanding anything to the contrary in this Agreement, this provision does not apply to taxes imposed on us by the state or municipality where we have our principal place of business.

21. Waivers. 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 written notice thereof to the other or such other effective date stated in the notice of waiver. Any waiver we grant will be without prejudice to any other rights we may have, will be subject to our continuing review and may be revoked at any time and for any reason, effective upon delivery to you of thirty (30) days' prior written notice. We and you will not be deemed to have waived or impaired any right, interest, obligation, power or option reserved by this Agreement (including without limitation the right to demand compliance with every term, condition and covenant herein or to declare any breach thereof to be a default and to terminate this Agreement prior to the expiration of its Term) by virtue of: any custom or practice inconsistent with the terms hereof; our or your failure, refusal or neglect to exercise any right under this Agreement or to insist upon compliance by the other with our and your obligations hereunder including without limitation the mandatory Methods of Operation; our waiver, forbearance, delay, failure, or omission to exercise any right, power or option whether of the same, similar or different nature with respect to other **PLANET FITNESS** Businesses or development agreements; the existence of other franchise or development agreements for **PLANET FITNESS** Businesses which contain different provisions from those contained herein; or our acceptance of any payments due from you after any breach of this Agreement. We may adopt internal policies from time to time to guide our decision making, promote consistency and improve or protect the System. Such policies shall not be binding on us and are subject to change. No special or restrictive legend or endorsement on any check or similar item given to us will constitute a waiver, compromise, settlement or accord and satisfaction. We are authorized to remove or obliterate any legend or endorsement, and such legend or endorsement will have no effect.

22. Dispute Resolution.

22.1 Mediation. Except as provided in Article 22.3, prior to filing any demand for arbitration, the parties agree to mediate any dispute, controversy or claim between and among the parties and any of our or your affiliates, officers, directors, shareholders, members, guarantors, employees or owners arising under, out of, in connection with or in relation to this Agreement, any lease or sublease for any of your **PLANET FITNESS** Businesses, any loan or other finance arrangement between us or our affiliates and you, the parties' relationship, any of your **PLANET FITNESS** Businesses, or any System standard in accordance with the following procedures:

22.1.1 The party seeking mediation must commence mediation by sending the other party, in accordance with Article 25, a written notice of its request for mediation headed "Notification of Dispute". The Notification of Dispute will specify, to the fullest extent possible, the party's version of the facts surrounding the dispute; the amount of damages and the nature of any injunctive or other relief such party claims. The party (or parties as the case may be) receiving a Notification of Dispute will respond within twenty (20) days after receipt thereof, in accordance with Article 25, stating its version of the facts and, if applicable, its position as to damages sought by the party initiating the dispute procedure; provided, however, that if the dispute has been the subject of a Notice of Default given under Article 9.3 of this Agreement, the other party will respond within ten (10) Business Days.

22.1.2 Upon receipt of a Notification of Dispute and response under Article 22.1.1, the parties will endeavor, in good faith, to resolve the dispute outlined in the Notification of Dispute and response. If the parties have been unable to resolve a dispute outlined in a Notification of Dispute or a response thereto within twenty (20) days after receipt of the response, either party may initiate a mediation procedure with the American Arbitration Association ("AAA"), pursuant to its Commercial Mediation Procedures (the "Procedures"). The parties must select a mediator either jointly or as provided in the Procedures.

22.1.3 All mediation sessions will occur in Portsmouth, New Hampshire (or in the city of our then-current headquarters, if our headquarters are no longer in New Hampshire) and must be attended by your Responsible Owner (and any other persons with authority to settle the dispute on your behalf) and our representative(s) who is/are authorized to settle the dispute. The parties may be represented by counsel at the mediation. The parties agree to participate in the mediation proceedings in good faith and with the intention of resolving the dispute if at all possible within ninety (90) days of the notice from the party seeking to initiate the mediation procedures. If the dispute is not resolved within ninety (90) days, any party may initiate an arbitration pursuant to Article 22.2. In addition, if the party receiving notice of mediation has not responded within five (5) days of delivery of the notice or a party fails to participate in the mediation, this Article 22.1 will no longer be applicable and the other party can pursue arbitration. The parties shall split equally the costs of the mediator. Each party must pay its own fees and expenses incurred in connection with the mediation. The mediation proceeding and any negotiations and results thereof will be treated as a compromise settlement negotiation and the entire process is confidential, except as otherwise expressly provided by applicable law. At least five (5) days prior to the initial mediation session, each party must deliver a written statement of positions.

22.2 Arbitration. Except as provided in Article 22.3, any dispute, controversy or claim between you and us and any of our or your affiliates, officers, directors, shareholders, members, guarantors, employees or owners arising under, out of, in connection with or in relation to this Agreement, any lease or sublease for any of your **PLANET FITNESS** Businesses, any loan or other finance arrangement between us or our affiliates and you, the parties' relationship, any of your **PLANET FITNESS** Businesses, or any System standard or the scope of validity of the arbitration obligation under this Article not resolved by mediation must be submitted to binding arbitration in accordance with the Federal Arbitration Act. The arbitration will be administered by the AAA pursuant to its Commercial Arbitration Rules then in effect by one arbitrator.

22.2.1 In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim not submitted or filed in such proceeding will be barred.

22.2.2 Any arbitration must be on an individual basis only as to a single group of **PLANET FITNESS** Businesses under common control with each other (and not as or through an association) and the parties and the arbitrator will have no authority or power to proceed with any claim on a class-wide basis or otherwise to join or consolidate any claim with any claim or any other proceeding involving third parties or any other unaffiliated franchisee. If a court or arbitrator determines that this limitation on joinder of or class-wide claims is unenforceable, then the agreement to arbitrate the dispute will be null and void and the parties must submit all claims to the jurisdiction of the courts, in accordance with Article 24.

22.2.3 The arbitration must take place in Portsmouth, New Hampshire (or in the city of our then-current headquarters, if our headquarters are no longer in New Hampshire).

22.2.4 The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. The arbitrator may not under any circumstance (a) stay the effectiveness of any pending termination of this Agreement, (b) assess punitive or exemplary damages, (c) certify a class or consolidated action, or (d) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. If the arbitrator determines that any contractual limitations period provided for in this Agreement is not applicable or enforceable, then the parties agree to be bound by the provision of any statute of limitations which would otherwise be applicable to the controversy, dispute or claim which is the subject of any arbitration proceeding initiated hereunder. The arbitrator will decide any factual, procedural, or legal questions relating in any way to the dispute

between the parties, including, but not limited to: any decision as to whether Article 22 is applicable and enforceable as against the parties, subject matter, timeliness, scope, remedies, unconscionability, and any alleged fraud in the inducement.

22.2.5 Other than as may be required by law, the entire arbitration proceedings (including, but not limited to, any rulings, decisions or orders of the arbitrator), will remain confidential and will not be disclosed to anyone other than the parties to this Agreement.

22.2.6 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 recovery of those costs in accordance with Article 22.4.

22.3 Injunctive Relief/No Waiver of Arbitration. Notwithstanding Articles 22.1 and 22.2 of this Agreement, either party shall have the right to request injunctive relief (without any requirement to post a bond) from any court of competent jurisdiction, including, without limitation, application for injunctive relief to protect against trademark infringement, unauthorized use of trademark, loss of possession of real or personal property, violations of non-competition or confidentiality obligations, termination of this Agreement, or to maintain the efficacy of an ongoing arbitration, and that such request shall not constitute a waiver of the moving party's right to demand arbitration of any dispute pursuant to Article 22 and its subparts.

22.4 Costs and Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement will be entitled to recover its reasonable costs and expenses (including attorneys' fees, arbitrator's fees and expert witness fees, costs of investigation and proof of facts, court costs, and other arbitration or litigation expenses) incurred in connection with the claims on which it prevailed. If any party does not participate in mediation after receiving a written demand to do so, as required hereunder, such party will be required to pay the reasonable costs and expenses (including attorneys' fees, arbitrator's fees and expert witness fees, costs of investigation and proof of facts, court costs, and other arbitration or litigation expenses) of the other party after such party's failure to participate in the mediation.

22.5 Survival. The provisions of this Article 22 are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

22.6 Tolling of Statute of Limitations. All applicable statutes of limitation and defenses based on the passage of time are tolled while the dispute resolution procedures in this Article 22 are pending. The parties will take such action, if any, required to effectuate such tolling.

22.7 Performance to Continue. Each party must continue to perform its obligations under this Agreement pending final resolution of any dispute pursuant to this Article 22, unless to do so would be impossible or impracticable under the circumstances.

22.8 Conflict. If there is a dispute between us and you and/or your affiliates involving this Agreement along with other Area Development Agreements between such parties, and those Area Development Agreements contain inconsistent dispute resolution provisions, then the procedural aspects of the dispute resolution provisions of the most recent Area Development Agreement, including, but not limited to, venue, and mediation and arbitration process, shall apply to the dispute in lieu of the provisions of Articles 22-24 and 26 hereof, unless this Agreement is the most recent Area Development Agreement, in which case the foregoing Articles shall apply to the dispute.

23. 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 as required hereby, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 *et seq.*) 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 New Hampshire, without regard to its conflict of laws principles, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless the jurisdictional requirements of that law are met independently without reference to this Article.

24. Consent to Jurisdiction. Subject to Article 22 hereof, you and your Owners agree that we may institute any action or seek injunctive relief against you or your Owners in any state or federal court of general jurisdiction in New Hampshire or the county in which you are domiciled, or the county in which any **PLANET FITNESS** Business developed under this Agreement is located, and you (and each Owner) irrevocably submit to the jurisdiction of any such courts and waive any objection you (or he or she) may have to either the jurisdiction of or venue in such courts. For any claims not subject to Article 22.2, you must bring such claims in a state or federal court of general jurisdiction in New Hampshire.

25. Notices. All written notices and reports permitted or required to be delivered by the provisions of this Agreement to us must be addressed to our General Counsel at the most current principal business address of which you have been notified. All payments required to be delivered under this Agreement will be deemed delivered when received and will be deemed delivered by EFT or bank-wire transfer upon telephone or electronic confirmation with the receiving bank. All written notices and reports permitted or required to be delivered by the provisions of this Agreement to you shall be addressed to your Responsible Owner or Approved Operator at your most current principal business address of which we have been notified, or the mailing address listed for your Responsible Owner or Approved Operator as listed on Exhibit B. We may deliver copies of notices hereunder to your Owners, landlord, lenders or other parties that have a right to receive copies thereof. We will exercise reasonable efforts to promptly notify you of any copies of notices delivered to third parties. Notices or reports will be deemed delivered:

25.1 at the time delivered by hand;

25.2 one (1) Business Day after transmission by e-mail or other electronic system, provided there is evidence of delivery and notice is also promptly provided pursuant to the methods set forth in Articles 25.1 or 25.3; or

25.3 one (1) Business Day after being placed in the hands of a commercial courier service for next Business Day delivery with tracking information available; or five (5) Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid.

26. **WAIVER OF PUNITIVE DAMAGES, JURY TRIAL AND CLASS ACTIONS. EXCEPT WITH RESPECT TO ANY OBLIGATION TO INDEMNIFY US AND CLAIMS WE BRING AGAINST YOU FOR YOUR UNAUTHORIZED USE OF THE MARKS OR UNAUTHORIZED USE OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION OR BUSINESS INFORMATION, WE AND YOU 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 US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS. WE AND YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US. EACH PARTY ACKNOWLEDGES THAT IT HAS HAD A FULL OPPORTUNITY TO CONSULT WITH COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL, AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.**

27. Force Majeure. Neither we nor you will be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations is not our or your fault and results from (each, a "Force Majeure Event"):

27.1.1 transportation shortages, inadequate supply of equipment, products, merchandise, supplies, labor, material or energy or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, regulations, or instructions of any federal, state or municipal government or any department or agency thereof;

27.1.2 hurricanes, earthquakes, or other acts of nature;

27.1.3 fires, strikes, embargoes, war or riot; or

27.1.4 any other similar event or cause beyond the reasonable control of the applicable party.

Notwithstanding the above, lack of funds and economic conditions shall not constitute a Force Majeure Event hereunder nor shall any Force Majeure Event excuse any payment obligations hereunder. If we send you a Notice of Default, and you believe a Force Majeure Event has occurred which relates to the applicable Event of Default, you must promptly notify us and include in such notice a description of the Force Majeure Event, its impact on your obligations to us and the estimated duration of impact.

28. Right to Information. You consent to us obtaining, using and disclosing to third parties (including, without limitation, financial institutions, legal and financial advisors, and existing or prospective franchisees), for any purpose we reasonably specify or as may be required by law, all financial and other information (including, without limitation, membership data and customer lists) contained in or resulting from information, data, materials, statements and reports related, directly or indirectly, to your development and operation of **PLANET FITNESS** Businesses hereunder. You acknowledge that our ability to obtain, use and disclose such information allows us to, among other things, better understand the performance of the System, continually improve the System, negotiate favorable arrangements with System suppliers, attract new franchisees, and assist existing franchisees in developing and operating their **PLANET FITNESS** Businesses.

29. Multiple Copies and Electronic Records. This Agreement may be executed in multiple copies, each of which will be deemed an original, and all of which when taken together shall constitute one and the same document. You consent and agree that: (i) we may provide and maintain all disclosures, agreements, amendments, notices, and all other evidence of transactions between us and you in electronic form, (ii) electronic copies of this Agreement and related agreements between us and you are valid, (iii) you will not contest the validity of the originals or copies of this Agreement and related agreements, absent proof of altered data or tampering and (iv) this Agreement and related agreements may be executed by electronic means and such execution is legally binding and enforceable as an "electronic signature" and the legal equivalent of a handwritten signature.

30. Entire Agreement. This Agreement together with any exhibits, addenda and appendices hereto, constitute the sole agreement between you and us with respect to the entire subject matter of this Agreement and embodies all prior agreements and negotiations with respect to your **PLANET FITNESS** Businesses authorized hereunder. There are no representations or warranties of any kind, express or implied, except as contained herein or in the Franchise Disclosure Document provided to you at least fourteen (14) days before you signed this Agreement or any other agreement with us or an affiliate or paid us any money in connection with the area development rights hereunder.

31. Modification. Except with respect to changes we may make to Exhibit B as described herein, the terms of this Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto; provided, however, we may unilaterally modify the Operations Manual from time to time.

32. Administrative Costs. If you have requested this Agreement at a time when we are actively pursuing, but do not have an active franchise registration in an applicable jurisdiction, if you request a change to this Agreement after signing, or if you request additional documents (amendments, assignments, tri-party agreements, lender consents or comfort letters, etc.), and, in connection with our fulfillment of such request, we incur third-party costs or pay a filing fee, we may require you to pay or reimburse such fees and reasonable third-party costs.

33. Other Franchisees/Area Developers. You acknowledge that other **PLANET FITNESS** franchisees/area developers have or will be granted franchises or area development rights at different times and in different situations, and further acknowledge that the provisions of such agreements may vary substantially from those contained in this Agreement and that our practices regarding granting and enforcing such agreements may

vary. You shall not be entitled to require us to grant to you a like or similar variation thereof. You also acknowledge that your status as a **PLANET FITNESS** area developer under this Agreement confers no right to be considered or preferred for any franchise or development opportunity except with respect to your rights in the Development Area expressly provided hereunder.

34. Independent Contractors. Neither this Agreement nor the dealings of the parties pursuant to this Agreement shall create any fiduciary relationship or any other relationship of trust or confidence between the parties hereto. Furthermore, you and we acknowledge that this Agreement does not create any labor relationship between you and us, nor between your and our employees, contractors, representatives and agents and that you are acting within the ordinary course of your business. The parties hereto, as between themselves, are and shall be independent contractors. You must conspicuously identify yourself in all dealings with customers, lessors, contractors, suppliers, public officials, employees and others as a **PLANET FITNESS** franchisee and must provide written notice to all employees identifying yourself as a separate and distinct business from us, with such notice being affirmatively acknowledged by each of your employees in a form we specify in the Operations Manual or otherwise in writing from time to time. You must place such other notices of independent ownership on such forms, business cards, stationery, advertising and other materials as we may require from time to time. You may not make any express or implied agreements, warranties, guarantees or representations or incur any debt in our name or on our behalf or represent that the relationship of the parties hereto is anything other than that of independent contractors or franchisor and franchisee. We will not be obligated by or have any liability under any agreements made by you with any third party or for any representations made by you to any third party. We will not be obligated for any damages of any nature whatsoever to any person or property arising directly or indirectly out of your development of **PLANET FITNESS** businesses hereunder.

35. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, you and us, and our respective heirs, executors, legal representatives, successors and assigns.

36. Anti-Terrorism Laws. You acknowledge that it is our intent to comply with all anti-terrorism laws enacted by the U.S. Government, including but not limited to the USA PATRIOT ACT or Executive Order 13324. You represent and warrant that neither you nor any of your Owners or affiliates are now, nor have you or they ever been, a suspected terrorist or otherwise associated directly or indirectly with terrorist activity. You represent and warrant that to your actual and constructive knowledge that neither you, your Owners, nor any of your affiliates, or any funding source for your or their **PLANET FITNESS** Businesses, is now or during the Term will be (1) identified on the sanctions or "blocked persons" lists at the United States Treasury's Office of Foreign Assets Control; (2) directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government; (3) acting on behalf of the government of, or is involved in business arrangements or other transactions with, any country that is subject to such an embargo; (4) on the U.S. Department of Commerce Denied Persons, Entities and Unverified Lists, the U.S. Department of State's Debarred Lists, or on the U.S. Department of Treasury's Lists of Specialty Designated Nationals, Specialty Designated Narcotics Traffickers or Specialty Designated Terrorists, or any other lists of persons that are restricted or prohibited from doing business in the United States as such lists may be amended from time to time (collectively, the "Lists"); or (5) selling products, goods, or services to, or otherwise enter into a business arrangement with, any person or entity on any of the Lists or with which you are otherwise prohibited from doing business. You agree to notify us in writing immediately upon the occurrence of any act or event that would render any of these representations incorrect. At any time during the Term, if we are prohibited from doing business with you or any of your Owners under any anti-terrorism law enacted by the U.S. Government, then we may terminate this Agreement immediately.

37. Representative Capacity. In all of their dealings with you in connection with this Agreement, our officers, directors, employees, consultants, advisors, and agents act only in a representative, and not in an individual, capacity.

38. Time. Time is of the essence to this Agreement.

39. Headings; Construction. The headings of the Articles hereof are for convenience only and do not define, limit or construe the contents of such Articles. If applicable law shall impose a covenant of good faith and fair

dealing in this Agreement, the parties hereto agree that such covenant shall not impose any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall impose such covenant, we and you acknowledge and agree that (a) this Agreement (and the relationship of the parties which arises from this Agreement) grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your express rights and obligations hereunder that may affect favorably or adversely your interests; (b) we will use our judgment in exercising such rights based on our assessment of our own interests and balancing those interests against the interests of the owners of **PLANET FITNESS** Businesses generally (including ourselves, and our affiliates and other franchisees), and specifically without considering your individual interests or the individual interests of any other particular franchisee, and no court, arbitrator or judge or trier of fact, or any other person reviewing those activities or decisions may substitute their judgment for our judgment, in recognition of the fact that the long-term goals of a franchise system, and the long-term interests of both us and our franchisees taken together, require that we have the latitude to exercise our business judgment in administering, managing and overseeing the System; (c) we will have no liability to you for the exercise of our rights in this manner so long as such rights are not exercised in bad faith toward you; and (d) in the absence of such bad faith, no trier of fact in any legal action or arbitration proceeding shall substitute their judgment for our judgment so exercised.

[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

Franchisor: PLANET FITNESS FRANCHISING LLC

By:_____

Name Printed:

Title:

EFFECTIVE DATE: _____

EACH OF THE UNDERSIGNED PARTIES REPRESENTS AND WARRANTS THAT THE AREA DEVELOPER HAS NOT RELIED UPON ANY GUARANTEES CONCERNING REVENUE, PROFIT OR THE SUCCESS OF THIS FRANCHISE IN SO SIGNING. AREA DEVELOPER ACKNOWLEDGES AND AGREES THAT IT (1) HAS SPECIFICALLY REVIEWED THE COMPLETED VERSION OF EXHIBITS B (OWNERSHIP ADDENDUM) AND D (SILENT INVESTORS), (2) IS BOUND THEREBY, (3) IS BEST POSITIONED, BETWEEN THE PARTIES, TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED AND CONTAINED THEREIN AND (4) HAS CAUSED ALL REQUIRED PARTIES TO RECEIVE, REVIEW AND EXECUTE EXHIBIT C (PERSONAL COVENANTS REGARDING CONFIDENTIALITY AND NON-COMPETITION). AS SUCH, WE ARE ENTITLED TO RELY ON SUCH INFORMATION. AREA DEVELOPER REPRESENTS AND WARRANTS THAT ALL SUCH INFORMATION IS TRUE, CORRECT AND COMPLETE AS OF THE DATE OF AREA DEVELOPER'S EXECUTION OF THIS AGREEMENT, PROVIDED, HOWEVER, THAT AN IMMATERIAL INACCURACY IN SUCH INFORMATION SHALL NOT BE A DEFAULT UNDER THIS AGREEMENT.

BY SIGNING BELOW, I REPRESENT AND WARRANT THAT I HAVE HAD AMPLE TIME TO REVIEW AND DISCUSS THIS AGREEMENT WITH MY ATTORNEY(S). I UNDERSTAND THAT THIS AGREEMENT GOVERNS OUR BUSINESS RELATIONSHIP WITH RESPECT TO THE DEVELOPMENT OF PLANET FITNESS BUSINESSES IN THE DEVELOPMENT AREA AND REQUIRES THE ARBITRATION OF DISPUTES.

Area Developer: [AREA DEVELOPER]

By:_____

(Authorized Representative)

Name Printed: _____

Title: _____

Date: _____

EXHIBIT A
MAP OF DEVELOPMENT AREA

(Attached; if applicable)

EXHIBIT B
OWNERSHIP ADDENDUM

1. **RESPONSIBLE OWNER.** The name, email address and address of the Responsible Owner is as follows: _____.

2. **APPROVED OPERATOR.** The name, email address and address of the Approved Operator is as follows: _____.

3. **FORM OF ENTITY OF AREA DEVELOPER.**

Area Developer was organized as a [limited liability company/corporation] on _____, under the laws of the [State/Commonwealth] of _____. Its Federal Identification Number is _____. It has not conducted business under any name other than its corporate or company name. Its principal business address is _____.

4. **OWNERS.**

(a) **Ownership Interests.** You represent and warrant that the following is a complete and accurate list of all owners of any direct or indirect ownership interest whatsoever in you, including the full name, e-mail address, and mailing address of each Owner, and fully describes the nature and extent of each Owner's interest in you. You represent and warrant that each Owner is the sole and exclusive legal and beneficial owner of their ownership interest in you, free and clear of all liens, restrictions, agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement. Unless otherwise specified on the applicable Franchise Agreement, all Franchisees executing Franchise Agreements hereunder will also have the following ownership structure.

Owner's Name, Email Address & Address	Percentage and Nature of Ownership Interest
_____	_____
_____	_____
_____	_____

(b) **Ownership Group.** You represent and warrant that the following Owner or group of Owners has, directly or indirectly, 51% or more ownership interest in you and voting control over you and constitutes your Ownership Group, or a subset thereof, as described in Article 8 of the Area Development Agreement.

Owner's Name	Percentage and Nature of Ownership Interest	Voting Interest (%)

(c) **Guarantor**. Unless otherwise approved by us in accordance with the applicable Franchise Agreement, the following entity or individuals will be the Guarantor(s) under each Franchise Agreement: _____.

[Remainder of page intentionally left blank; end of Exhibit B]

EXHIBIT C
PERSONAL COVENANTS REGARDING
CONFIDENTIALITY AND NON-COMPETITION
(OWNER(S), APPROVED OPERATOR AND FRANCHISEE EXECUTIVES)

In conjunction with your role in _____ ("Area Developer"), you the undersigned, on a several and not joint basis, acknowledge and agree as follows:

1. Area Developer has the rights, pursuant to an Area Development Agreement (the "Area Development Agreement") with Planet Fitness Franchising LLC ("we", "us" or "our") to develop multiple **PLANET FITNESS** businesses in a specific territory. The Area Development Agreement requires persons with legal or beneficial ownership interests in Area Developer, Area Developer's Approved Operator (as defined by the Area Development Agreement), and any Franchisee Executives (as defined by the Area Development Agreement) to be personally bound by confidentiality and noncompetition covenants under certain circumstances.

2. You own or intend to own a legal or beneficial ownership interest in Area Developer, you have been designated an Approved Operator of Area Developer or you are a Franchisee Executive. You acknowledge and agree that your execution of this Personal Covenants Regarding Confidentiality and Non-Competition (this "Agreement") is a condition to such ownership interest or such designation, as applicable, to our issuance of the Area Development Agreement to Area Developer and your access to our Confidential Information (as defined in the Area Development Agreement), which constitutes good and valuable consideration for your execution of this Agreement. We may enforce this Agreement directly against you.

3. If you are a corporation, partnership, limited liability company or other entity, all persons who have a legal or beneficial interest in you must also execute this Agreement.

4. You may gain access to parts of our Confidential Information as a result of your role with or investment in Area Developer. The Confidential Information is proprietary and includes our trade secrets. Any Confidential Information you receive shall be subject to the provisions of the Area Development Agreement and any other limitations that we may impose in writing from time-to-time, and you agree to abide by such limitations. You hereby agree that while you have a management role or legal or beneficial ownership interest in Area Developer and thereafter you: (a) will not use the Confidential Information in any other business or capacity (such use being an unfair method of competition) or in any manner not expressly authorized by us; (b) will strictly maintain the confidentiality of the Confidential Information and not disclose or permit the Confidential Information to be disclosed to third parties; (c) will not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; (d) will exercise your best efforts, including the implementation of all reasonable procedures we prescribe from time to time, to prevent unauthorized use or disclosure of the Confidential Information; and (e) as applicable, will disclose the Confidential Information to your officers, directors, employees and other personnel, only to the extent necessary to fulfill your obligations under this Agreement. You must also maintain the confidentiality of all Business Information (as defined in the Area Development Agreement) and may not use such information for purposes unrelated to Area Developer's or its affiliates' **PLANET FITNESS** businesses or status as **PLANET FITNESS** franchisees or in a manner prohibited by their agreements with us and our affiliates. You acknowledge you are aware that (i) the Confidential Information and Business Information may relate to publicly traded securities, and (ii) the restrictions imposed by applicable securities laws restrict trading in securities while in possession of material non-public information and on communication of such information when it is reasonably foreseeable that the recipient is likely to trade such securities, in reliance on such information. You agree not to trade, either directly or through other persons or entities, based on Confidential Information or Business Information in a manner that would violate the securities law of any applicable jurisdiction including, without limitation, the United States securities laws. When there are no longer any **PLANET FITNESS** businesses in which you have an interest or management role, you must: (a) coordinate the prompt de-activation of your and/or your Owners' access to the online franchise portal and any other software, computer systems and electronic mailing lists, containing Confidential Information, and (b) upon our request or in accordance with such procedures as we may specify in the Operations Manual, destroy or deliver to us all Confidential Information in your or their possession. If you become legally compelled by a judicial or legislative order of a governmental authority or court of competent jurisdiction to disclose any of the Confidential Information, you shall provide us with prompt written notice of such requirement before

you disclose any Confidential Information so that we may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. Upon our request, you shall take all reasonable steps requested to assist us in contesting such request for disclosure. If such protective order or other remedy is not obtained, or we waive compliance with this Agreement you agree to furnish only that portion of the Confidential Information you are advised by counsel is legally required to be disclosed and to exercise commercially reasonable efforts to obtain assurance that confidential treatment will be afforded to such Confidential Information.

5. You specifically acknowledge that you will receive valuable, specialized training, Confidential Information, and other proprietary and specialized information and knowledge that provide a valuable, competitive advantage in operating a business or other venture offering fitness, exercise or athletic services or content of any kind. You further acknowledge that we would be unable to protect the Confidential Information against unauthorized use or disclosure or to encourage the free exchange of ideas and information among our area developers if you were permitted to hold interests in or perform services for a Competitive Business (as defined in the Area Development Agreement), and we have granted the Area Developer certain rights under the Area Development Agreement in consideration of, and in reliance upon, your agreement to deal exclusively with us. You therefore covenant that during the term of the Area Development Agreement and provided that you maintain an interest or management role in at least one **PLANET FITNESS** business, you and your Immediate Family (as defined in the Area Development Agreement) shall not, either directly, indirectly or through, on behalf of, or in conjunction with any person or legal entity, anywhere in the world:

   (a) Divert or attempt to divert any present or prospective business or customer of any **PLANET FITNESS** business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

   (b) Own, develop, maintain, operate, engage in, be employed by, act as a consultant for, perform services for, provide assistance to, lease or sublease space for, make any loans to, enter into an agreement to develop or operate, or have any interest in (as owner or otherwise) any Competitive Business or any business or other venture that is offering or selling franchises or licenses for the operation of a Competitive Business.

6. You covenant that, except as otherwise approved in writing by us, you shall not, for a continuous, uninterrupted period of two (2) years commencing upon the date when there are no longer any **PLANET FITNESS** businesses in which you have an interest or management role, either directly or indirectly, for yourself or your Immediate Family, or through, on behalf of, or in conjunction with any person or legal entity, own, develop, maintain, operate, engage in, be employed by, act as a consultant for, perform services for, provide assistance to, lease or sublease space for, enter into an agreement to develop or operate, or have any interest in (as owner or otherwise) any Competitive Business, or any business or other venture that is offering or selling franchises or licenses for the operation of a Competitive Business that is, or is intended to be, located or doing business within (a) the Development Area, (b) fifteen (15) miles of any **PLANET FITNESS** business developed pursuant to the Area Development Agreement, (c) fifteen (15) miles of any **PLANET FITNESS** business in which you have an interest or management role, or (d) fifteen (15) miles of any **PLANET FITNESS** business in operation or under construction as of the date that you are required to comply with this Paragraph 6. You agree and acknowledge that the two (2) year period of this restriction shall be tolled during any time period in which you are in violation of this restriction, provided that we initiate an action to enforce this Paragraph 6, prior to the expiration of the Restricted Period.

   The restrictions in this Paragraph 6 do not apply to (a) the ownership of shares of a class of securities that are listed on a public stock exchange or traded on the over-the-counter market and that represent less than five percent (5%) of that class of securities or (b) the lease or sublease of space, with our approval (not to be unreasonably withheld, conditioned or delayed), to a Competitive Business.

7. In addition to the foregoing, as a result of your legal or beneficial ownership interest in Area Developer, your designation as an Approved Operator of Area Developer or your role as a Franchisee Executive, you acknowledge and agree that you will receive: (i) confidential information from Area Developer relating to the development and operation of **PLANET FITNESS** businesses and to Area Developer; and (ii) valuable, specialized training and other proprietary and specialized information and knowledge from, or as a result of your association with, Area Developer, which would enable you to unfairly compete with Area Developer.

Area Developer shall have the right, in order to protect Area Developer's legitimate business interests, which include, but are not limited to, protecting the foregoing, to enforce the covenants set forth in Paragraphs 5 and 6 of this Agreement directly against you; provided, however, that such enforcement by Area Developer will be limited to a Competitive Business that is within (a) the Development Area, (b) fifteen (15) miles of any **PLANET FITNESS** business developed pursuant to the Area Development Agreement, or (c) fifteen (15) miles of any **PLANET FITNESS** business in operation or under construction and owned by Area Developer or one of its affiliates as of the date that you are required to comply with such obligation. You acknowledge that such right may be in addition to any rights that Area Developer may have to enforce non-competition covenants in Area Developer's agreements with you.

8. You expressly acknowledge the possession of skills and abilities of a general nature and the opportunity to exploit such skills in other ways, so that enforcement of the covenants contained in Paragraphs 5 and 6 will not deprive you of your personal goodwill or ability to earn a living. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope or in terms of geographical area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, you and we agree that it will be enforced to the fullest extent permissible under applicable law and public policy. We and Area Developer may obtain in any court of competent jurisdiction any injunctive relief, including, but not limited to, temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause it irreparable harm. You acknowledge that any violation of Paragraphs 4, 5 or 6 hereof would result in irreparable injury for which no adequate remedy at law may be available. If we or Area Developer file a claim to enforce this Agreement and prevail in such proceeding, you agree to reimburse us and/or Area Developer for all our or its costs and expenses, including reasonable attorneys' fees.

9. This Agreement shall be governed by, and construed in accordance with, the law of the State of New Hampshire, without regard to principles of conflicts of law. You agree that any legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced only in the State or Federal courts of the State of New Hampshire, unless we decide to initiate the legal proceeding in the jurisdiction in which you reside. Notwithstanding the foregoing sentence, any legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement between you and Area Developer in which we are not a party shall be brought or otherwise commenced only in the State or Federal courts closest to Area Developer's principal place of business, unless you and Area Developer are parties to an agreement designating the forum for the resolution of disputes between you and Area Developer, in which case the forum designated in such agreement shall control. You irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the jurisdiction of or venue in such courts.

10. **YOU HAVE CAREFULLY READ THIS AGREEMENT, HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING ITS CONTENTS AND HAVE HAD THE OPPORTUNITY TO CAREFULLY EVALUATE THE FRANCHISE OFFERING. YOU UNDERSTAND THAT YOU ARE AGREEING TO RESTRICT YOUR COMPETITIVE BUSINESS ACTIVITY BOTH DURING AND AFTER THE TERM OF THE AREA DEVELOPMENT AGREEMENT. YOU WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**

[This space intentionally left blank; signatures to follow.]

IN WITNESS WHEREOF, each of the undersigned has executed and delivered this Agreement under seal effective as of the Effective Date of the Area Development Agreement.

OWNER(S):

By: _____
[Insert Name], Individually

Dated: _____

By: _____
[Insert Name], Individually

Dated: _____

By: _____
[Insert Name], Individually

Dated: _____

By: _____
[Insert Name], Individually

Dated: _____

AREA DEVELOPER:

By: _____
(Authorized Representative)

Print Name: _____

Title: _____

Dated: _____

APPROVED OPERATOR:

By: _____
[Insert Name], Individually

Dated: _____

FRANCHISEE EXECUTIVE:

By: _____
[Insert Name], Individually

Dated: _____

EXHIBIT D
SILENT INVESTORS

Area Developer has the rights, pursuant to the Area Development Agreement to develop multiple **PLANET FITNESS** businesses in a specific territory. The Area Development Agreement requires persons with certain legal or beneficial ownership interests in Area Developer to be personally bound by confidentiality and noncompetition covenants, or to be designated as a "Silent Investor" and comply with certain requirements. Capitalized terms not defined herein have the meanings set forth in the Area Development Agreement. Area Developer acknowledges and agrees as follows:

1. Silent Investor. As used in the Area Development Agreement and herein, the term "Silent Investor" means and refers to the following individuals and/or entities:

Silent Investor Name and Address	**Percentage Ownership Interest**
Silent Investor: _____ Address: _____	_____%
Silent Investor: _____ Address: _____	_____%
Silent Investor: _____ Address: _____	_____%

Area Developer represents and warrants to Franchisor that the individuals and/or entities identified above constitute all Silent Investors as of the Effective Date, and that no different or additional Silent Investors will acquire or otherwise obtain an interest in Area Developer except subject to Article 17 of the Area Development Agreement. Unless approved by us and otherwise specified on the applicable Franchise Agreement, this will also be the list of Silent Investors of all Franchisees executing Franchise Agreements hereunder.

2. Silent Investor Prohibitions. Area Developer agrees that no Silent Investor will:

A. Undertake or exercise an active role in the management or operation of any **PLANET FITNESS** Business; or

B. Have or otherwise acquire access to Confidential Information or Business Information (other than financial information customarily made available to passive investors).

Area Developer will ensure that no Silent Investor will violate any of the above prohibitions. Area Developer is responsible in the event of any such violation.

3. Default. For the avoidance of doubt, any breach or default under this Exhibit D will be deemed a material breach of the Area Development Agreement. Area Developer acknowledges that such default would result in irreparable injury for which no adequate remedy at law may be available.

[Remainder of page intentionally left blank; end of Exhibit D]

4906-7752-0800, v. 6

PLANET FITNESS®

EXHIBIT “H”
TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

Audited balance sheets as of December 31, 2025, 2024, and 2023 and the related statements of operations, members' equity and cash flows for the years ended December 31, 2025, 2024 and 2023 of Planet Fitness Franchising LLC

PLANET FITNESS FRANCHISING LLC

Financial Statements

December 31, 2025 and 2024

(With Independent Auditors' Report Thereon)

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Independent Auditors' Report

The Board of Managers

Planet Fitness Franchising LLC:

Opinion

We have audited the financial statements of Planet Fitness Franchising LLC (the Company), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of operations, changes in member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Emphasis of Matter

As discussed in Note 1 and 5 to the financial statements, the Company has various agreements with its parent and affiliates related to administrative, management, support activities and various other items. The accompanying financial statements may not be indicative of conditions that would have existed if the Company had been operated as an unaffiliated entity. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

/S/ KPMG LLP

Boston, Massachusetts

April 10, 2026

Planet Fitness Franchising LLC
Balance Sheets
(Amounts in thousands)

	As of December 31, 2025	As of December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	$ 120	$ 258
Accounts receivable, net of allowances for uncollectible amounts of $0 and $0 as of December 31, 2025 and 2024, respectively	5,378	4,369
Other current assets	68	100
Total current assets	5,566	4,727
Intangible assets, net	146,300	146,300
Other assets	647	—
Total assets	$ 152,513	$ 151,027
Liabilities and member's equity		
Current liabilities:		
Accounts payable	$ 53	$ —
Accrued expenses and other liabilities	227	79
Due to affiliates, net	2,657	1,349
Deferred revenue, current	3,722	3,801
Total current liabilities	6,659	5,229
Deferred revenue, long-term	26,201	28,785
Total liabilities	32,860	34,014
Member's equity		
Member's contribution, net	167,113	167,113
Accumulated deficit	(47,460)	(50,100)
Total member's equity	119,653	117,013
Total liabilities and member's equity	$ 152,513	$ 151,027

See accompanying notes to financial statements.

Planet Fitness Franchising LLC
Statements of Operations
(Amounts in thousands)

	For the Years Ended December 31,	
	2025	**2024**
Revenue:		
Royalty revenue	$ 342,182	$ 313,386
Franchise and other fees	37,334	32,378
Commission income and other revenues	5,611	4,381
Total revenue	385,127	350,145
Operating expenses:		
Management fees	43,954	41,425
Selling, general, and administrative	730	818
Amortization of intangible assets	—	6,282
Other loss, net	64	68
Total operating expenses	44,748	48,593
Income from operations	340,379	301,552
Interest income	502	366
Income before taxes	340,881	301,918
Provision for income taxes	699	602
Net income	$ 340,182	$ 301,316

See accompanying notes to financial statements.

Planet Fitness Franchising LLC
Statements of Changes in Member's Equity
(Amounts in thousands)

	Member's contribution	Accumulated deficit	Total member's equity
Balance at December 31, 2023	$ 167,113	$ (44,516)	$ 122,597
Net income	—	301,316	301,316
Dividends to Parent	—	(306,900)	(306,900)
Balance at December 31, 2024	167,113	(50,100)	117,013
Net income	—	340,182	340,182
Dividends to Parent	—	(337,542)	(337,542)
Balance at December 31, 2025	$ 167,113	$ (47,460)	$ 119,653

See accompanying notes to financial statements.

Planet Fitness Franchising LLC
Statements of Cash Flows
(Amounts in thousands)

	For the Years Ended December 31,	
	2025	**2024**
Cash flows from operating activities:		
Net income	$ 340,182	$ 301,316
Adjustments to reconcile net income to net cash used in operating activities:		
Amortization expense	—	6,282
Changes in operating assets and liabilities:		
Accounts receivable	(1,074)	(1,286)
Other current assets and other assets	(551)	(83)
Due to affiliates, net	1,308	662
Accounts payable	53	—
Accrued expenses and other liabilities	149	(76)
Deferred revenue	(2,663)	59
Net cash provided by operating activities	337,404	306,874
Cash flows from financing activities:		
Dividends to Parent	(337,542)	(306,900)
Net cash used in financing activities	(337,542)	(306,900)
(Decrease) increase in cash and cash equivalents	(138)	(26)
Cash and cash equivalents, beginning of period	258	284
Cash and cash equivalents, end of period	$ 120	$ 258
Supplemental cash flow information:		
Cash paid for taxes	$ 699	$ 602

See accompanying notes to financial statements.

(1) Nature of business and summary of significant accounting policies

(a) Organization

Planet Fitness Franchising LLC (the “Company” or “Franchisor”), is a Delaware limited liability company. The Company is a direct, wholly owned subsidiary of Planet Fitness Master Issuer LLC (the “Master Issuer” or "Parent"), a Delaware limited liability company, which is a wholly owned subsidiary of the holding company guarantor Planet Fitness SPV Guarantor LLC, a Delaware limited liability company (the “Holding Company Guarantor”), which is a wholly owned subsidiary of Planet Fitness Holdings, LLC, a New Hampshire limited liability company (“Planet Fitness”), which is a wholly owned subsidiary of Pla-fit Holdings, LLC, a Delaware limited liability company (“Pla-Fit Holdings”), whose ultimate parent company is Planet Fitness, Inc., a Delaware corporation. The Company was formed on June 13, 2018 ("Inception") in connection with a contemplated financing (the “Securitization Transaction”) which was completed on August 1, 2018 (the “Closing Date”), primarily to serve as the franchisor of Planet Fitness clubs in the United States ("U.S."). On the Closing Date, Planet Fitness contributed to the Company substantially all of the franchise business revenue generating assets, net of related liabilities. See “Business and Operations” below and Note 2 for further information.

(b) Business Operations

On the Closing Date, Planet Fitness contributed to the Company all the franchise agreements, area development agreements (“ADAs”), related agreements and preferred vendor contracts and associated commissions with respect to Planet Fitness clubs in the U.S. In addition, Planet Fitness contributed to the Company certain intellectual property (the “Securitization IP”), consisting of substantially all of the existing and after-acquired U.S. and Canadian intellectual property and all future U.S. and Canadian licensing fees. Following the Closing Date, the Company serves as franchisor of the Planet Fitness brand and owns (1) new and existing U.S. franchise agreements and all franchisee-based revenue, excluding payments related to the National Advertising Fund (“NAF”), related thereto; (2) new and existing U.S. ADAs and all franchising receipts related thereto; (3) all rights to enter into new franchising agreements in the U.S.; (4) all rights to enter into new revenue-generating preferred vendor contracts in the U.S.; (5) membership join fees, payment processor rebates and similar revenues; and (6) rights to all the licensing fees and other fees related to the Securitization IP.

Pursuant to a management agreement between certain limited-purpose, bankruptcy remote, wholly-owned indirect subsidiaries of Planet Fitness that act as guarantors (the "Guarantors"), (which includes the Company), and the Master Issuer (collectively, the “Securitization Entities”) with Planet Fitness and the indentured trustee (the “Management Agreement”), Planet Fitness serves as the manager (the “Manager”) of the development, franchising and support of Planet Fitness clubs. The primary responsibility of the Manager under the Management Agreement is to administer collection and otherwise manage the pledged assets on behalf of the Securitization Entities, and to perform certain franchising, marketing, intellectual property, operational and reporting services on behalf of the Securitization Entities. This includes causing the Company to enter into new franchise arrangements and providing pre-opening and ongoing support services for franchisees. All revenues generated by the franchise arrangements are recorded by the Company and when collected are deposited into accounts held in the name of the Company.

In exchange for providing its services, Planet Fitness receives management fees from Master Issuer on behalf of all of Master Issuer’s subsidiaries, including the Company. Pursuant to the current Management Agreement, the Securitization Entities are obligated to pay a total annual fee to the Manager in an amount equal to the sum of (i) $20,000 (ii) $18 for every securitized franchisee-owned Planet Fitness club open and (iii) $40 for every securitized corporate-owned Planet Fitness club open. The portion of the management fees that is variable based upon the number of open franchisee-owned Planet Fitness clubs has been allocated to Franchisor, because it is directly attributable to franchisee-owned club count. The portion of the overall management fee that is fixed in nature and the portion that is attributable to corporate-owned clubs have not been allocated to Franchisor as there is no reasonable basis for such an allocation.

Planet Fitness, Inc. is a public company and files periodic reports with the U.S. Securities and Exchange Commission (“SEC”) as required by the rules of the SEC. Consolidated financial information of Planet Fitness, Inc. as of December 31, 2025 and December 31, 2024 and for the fiscal years ended December 31, 2025, 2024, and 2023 is available in Planet Fitness, Inc.’s Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as filed with the SEC.

(c) Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. (“U.S. GAAP”). The accompanying balance sheet includes all accounts of the Company, which has no subsidiaries.

The Company considers for consolidation certain interests where controlling financial interest may be achieved through arrangements that do not involve voting interests. Such an entity, known as a variable interest entity ("VIE"), is required to be consolidated by its primary beneficiary. The primary beneficiary of a VIE is considered to possess the power to direct the activities of the VIE that most significantly impact its economic performance and has the obligation to absorb losses or the rights to receive benefits from the VIE that are significant to it. The principal entities in which the Company possesses a variable interest include the legal entities of our franchise-owned clubs and certain other entities. The Company is not deemed to be the primary beneficiary of the legal entities of our franchisee-owned clubs or for the Planet Fitness NAF, LLC entity, therefore, these entities are not consolidated.

(d) Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results. Significant areas where estimates and judgments are relied upon by management in the preparation of the financial statements include revenue recognition and the evaluation of the recoverability of long-lived assets, including intangible assets.

(e) Cash and cash equivalents

The Company considers all highly liquid investments purchased with an original maturity of 90 days or less to be cash equivalents.

(f) Fair value

Certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accrued expenses and other liabilities are carried at cost, which approximates their fair value because of their short-term nature.

(g) Accounts receivable

Accounts receivable is primarily comprised of amounts owed to the Company from franchisees. The Company evaluates its accounts receivable on an ongoing basis and may establish an allowance for uncollectible amounts based on collections and current credit conditions. Accounts are written off as uncollectible when it is determined that further collection efforts will be unsuccessful. Historically, the Company has not had significant amount of write-offs.

(h) Intangible assets

Intangible assets are primarily related to trade and brand names and customer relationships, and are recorded in accordance with ASC Topic 350, *Intangibles - Goodwill and Other*. In accordance with this guidance, specifically identified intangible assets must be recorded as a separate asset from goodwill if either of the following two criteria is met: (1) the intangible asset acquired arises from contractual or other legal rights; or (2) the intangible asset is separable. Transactions are evaluated to determine whether any gain or loss on reacquired franchise rights, based on their fair value, should be recognized separately from identified intangibles.

Indefinite-lived intangible assets are not amortized, but are reviewed annually for impairment or more frequently if impairment indicators arise. Separable intangible assets that are not deemed to have an indefinite life are amortized over their estimated useful lives on either a straight-line or accelerated basis as deemed appropriate, and are reviewed for impairment when events or circumstances suggest that the assets may not be recoverable.

The Company performs its annual impairment assessment of indefinite lived intangible assets on December 1 of each year. For indefinite lived intangible assets, the impairment assessment consists of comparing the carrying value of the asset to its estimated fair value. To the extent that the carrying value exceeds the fair value of the asset, an impairment is recorded to reduce the carrying value to its fair value. The Company is also permitted to make a qualitative assessment of whether it is more likely than not an indefinite lived intangible asset's fair value is less than its carrying value prior to applying the quantitative assessment. If based on the Company's qualitative assessment it is not more likely than not that the carrying value of the asset is less than its fair value, then a quantitative assessment is not required.

During the periods presented, the Company did not need to proceed beyond the qualitative analysis and determined that no impairment charges were required.

The Company applies the provisions of ASC Topic 360, *Property, Plant and Equipment*, which requires that long-lived assets, including amortizable intangible assets, be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group to be tested for impairment, then assets are required to be grouped and evaluated at the lowest level for which there are identifiable cash flows that are largely independent of the cash flows of other groups of assets. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset or asset group to the undiscounted future net cash flows expected to be generated by the asset or asset group. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. There were no assets that were impaired during any of the periods presented.

(i) Revenue from contracts with customers

The Company's revenues consist primarily of royalties, franchise fees and upfront fees from ADAs, transfer fees, membership join fees, and other fees and are accounted for under ASC 606 - *Revenue From Contracts With Customers*, net of applicable sales tax.

The Company's primary performance obligation under the franchise license is granting certain rights to use the Company's intellectual property, and all other services the Company provides under the ADA and franchise agreement are highly interrelated and not distinct within the contract, and therefore accounted for as a single performance obligation, which is satisfied by granting certain rights to use intellectual property over the term of each franchise agreement.

Royalties are calculated as a percentage of franchise monthly dues and annual fees over the term of the franchise agreement. Franchise fees are payable by the franchisee upon signing a new franchise agreement or successor franchise agreement, and transfer fees are paid to the Company when one franchisee transfers a franchise agreement to a different franchisee. Franchise royalties represent sales-based royalties that are related entirely to the performance obligation under the franchise agreement and are recognized as franchise sales occur.

Franchise fees, as well as transfer fees, are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. ADAs generally consist of an obligation to grant geographic exclusive area development rights. These development rights are not distinct from franchise agreements, so upfront fees paid by franchisees for exclusive development rights are deferred and apportioned to each franchise agreement signed by the franchisee. The pro-rata amount apportioned to each franchise agreement is accounted for identically to the initial franchise fee.

Membership join fees are paid to the Company by franchisees and corporate-owned clubs for processing membership transactions when a new member signs up for a membership through the Company’s website. These fees are recognized as revenue as each transaction occurs.

(j) Deferred revenue

Deferred revenue results from franchise fees and ADA fees paid by franchisees, as well as transfer fees, which are generally recognized on a straight-line basis over the term of the underlying franchise agreement.

(k) Income taxes

The Company is a single-member limited liability company and is treated as a disregarded entity for federal and primarily all state income tax purposes. As a result, the Company generally does not incur U.S. income taxes. Instead, its earnings and losses flow up to its sole member and are ultimately included in the consolidated income tax returns of Planet Fitness, Inc., the Company’s indirect parent. The Company has not entered into a tax sharing agreement with Planet Fitness nor does its limited liability agreement provide for tax distributions. No specific dividends are required for tax payments. As a result, the accompanying statements of operations do not include a provision for U.S. federal income taxes. The Company incurs foreign tax expense attributable to foreign withholding taxes in certain jurisdictions, which is recorded as provision for income taxes in the accompanying statements of operations.

(l) Contingencies

The Company records estimated future losses related to contingencies when such amounts are probable and estimable. The Company includes estimated legal fees related to such contingencies as part of the accrual for estimated future losses.

(m) Recent accounting pronouncements

The Company has evaluated all accounting pronouncements issued during the year ended December 31, 2025 and all new accounting pronouncements not yet adopted and concluded that they were either not applicable or not expected to have a material impact on the Company's consolidated financial statements or disclosures.

(2) Guarantees and other commitments and contingencies

***(a)* Long-term debt issued by Master Issuer**

As discussed in Note 1, pursuant to the Securitization Transaction, certain limited-purpose, bankruptcy remote, wholly-owned indirect subsidiaries of Planet Fitness, including the Company, acting as the Guarantors, pledged substantially all of their assets to securitize the following notes.

On August 1, 2018, the Master Issuer, a limited-purpose, bankruptcy remote, wholly-owned indirect subsidiary of Pla-Fit Holdings, entered into a base indenture and a related supplemental indenture (collectively, the "2018 Indenture") under which the Master Issuer may issue multiple series of notes. On the same date, the Master Issuer issued Series 2018-1 4.666% Fixed Rate Senior Secured Notes, Class A-2-II (the "2018 Notes") with an initial principal amount of $625,000.

On December 3, 2019, the Master Issuer issued Series 2019-1 3.858% Fixed Rate Senior Secured Notes, Class A-2 (the "2019 Notes") with an initial principal amount of $550,000. The 2019 Notes were issued under the 2018 Indenture and a related supplemental indenture dated December 3, 2019 (together, the "2019 Indenture").

On February 10, 2022, the Master Issuer issued Series 2022-1 3.251% Fixed Rate Senior Secured Notes, Class A-2-I (the "2022 Class A-2-I Notes") with an initial principal amount of $425,000 and Series 2022-1 4.008% Fixed Rate Senior Secured Notes, Class A-2-II (the "2022 Class A-2-II Notes" and together with the 2022 Class A-2-I Notes, the "2022 Notes") with an initial principal amount of $475,000, and also entered into a revolving financing facility that allows for the issuance of up to $75,000 in Variable Funding Notes (the "2022 Variable Funding Notes") and certain Letters of Credit (the issuance of such notes, the "Series 2022-I Issuance"). The 2022 Notes were issued under the 2018 Indenture and a related supplemental indenture dated February 10, 2022 (together, the "2022 Indenture").

On June 12, 2024, the Company completed a prepayment in full of its 2018 Notes and an issuance of Series 2024-1 5.765% Fixed Rate Senior Secured Notes, Class A-2-I (the "2024 Class A-2-I Notes") with an initial principal amount of $425,000 and Series 2024-1 6.237% Fixed Rate Senior Secured Notes, Class A-2-II (the "2024 Class A-2-II Notes" and together with the 2024 Class A-2-I Notes, the "2024 Notes") with an initial principal amount of $375,000. The 2024 Notes were issued under the 2018 Indenture and a related supplemental indenture dated June 12, 2024 (together, the "2024 Indenture").

On December 15, 2025, the Company completed a prepayment in full of its 2022-1 Class A-2-I Notes and an issuance of Series 2025-1 5.274% Fixed Rate Senior Secured Notes, Class A-2-I (the "2025 Class A-2-I Notes") with an initial principal amount of $400,000 and Series 2025-1 5.649% Fixed Rate Senior Secured Notes, Class A-2-II (the "2025 Class A-2-II Notes" and together with the 2025 Class A-2-I Notes, the "2025 Notes" and, together with the 2018 Notes, 2019 Notes, 2022 Notes, and 2024 Notes, the "Notes") with an initial principal amount of $350,000, and also entered into a new revolving financing facility that allows for the issuance of up to $75,000 in Variable Funding Notes (the "2025 Variable Funding Notes") and certain Letters of Credit. The 2025 Notes were issued under the 2018 Indenture and a related supplemental indenture dated December 15, 2025 (together, with the 2019 Indenture, 2022 Indenture, and the 2024 Indenture, the "Indenture"). Together, the Notes, the 2022 Variable Funding Notes and the 2025 Variable Funding Notes will be referred to as the "Securitized Senior Notes".

More information regarding the Securitized Senior Notes can be found in Planet Fitness, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as filed with the SEC.

(b) Legal matters

From time to time, and in the ordinary course of business, the Company is subject to various claims, charges, and litigation. The Company is not currently aware of any legal proceedings or claims that the Company believes will have, individually or in the aggregate, a material adverse effect on the Company's financial position or result of operations.

(3) Intangible assets

A summary of the components of intangible assets is as follows:

	December 31, 2025			December 31, 2024		
	Gross carrying amount	Accumulated amortization	Net carrying Amount	Gross carrying amount	Accumulated amortization	Net carrying Amount
Finite-lived intangible assets:						
Customer relationships	$ 88,400	$ (88,400)	$ —	$ 88,400	$ (88,400)	$ —
Indefinite-lived intangible assets:						
Trade and brand names	146,300	—	146,300	146,300	—	146,300
Total intangible assets	$ 234,700	$ (88,400)	$ 146,300	$ 234,700	$ (88,400)	$ 146,300

Our customer relationships were amortized over a weighted-average amortization period of 12 years.

(4) Deferred revenue

Contract liabilities consist of deferred revenue resulting from franchise fees and ADA fees paid by franchisees, as well as transfer fees, which are generally recognized on a straight-line basis over the term of the underlying franchise agreement. The Company classifies these contract liabilities as deferred revenue in the balance sheets.

The following table reflects the change in contract liabilities between December 31, 2024 and December 31, 2025:

	Contract liabilities
Balance at December 31, 2024	$ 32,586
Revenue recognized that was included in the contract liability at the beginning of the year	(4,619)
Increase, excluding amounts recognized as revenue during the year	1,956
Balance at December 31, 2025	$ 29,923

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied,or partially unsatisfied, as of December 31, 2025. The Company has elected to exclude short term contracts, sales and usage based royalties and any other variable consideration recognized on an "as invoiced" basis.

Contract liabilities to be recognized in:	Amount
2026	$ 3,722
2027	3,411
2028	3,156
2029	2,826
2030	2,517
Thereafter	14,291
Total	$ 29,923

The summary set forth below represents the balances in deferred revenue:

	As of December 31,	
	2025	2024
Area development fees	$ 12,843	$ 13,783
Franchise fees	9,747	10,514
Transfer fees	6,866	7,663
Grace period fees	467	626
Total deferred revenue	29,923	32,586
Long-term portion of deferred revenue	26,201	28,785
Current portion of deferred revenue	$ 3,722	$ 3,801

(5) Related party transactions

(a) Dividends to Parent

All cash collections related to the Company's franchise operations are deposited into an account held by the Company. Additionally, substantially all operating expenses of the Company are paid by Master Issuer or Planet Fitness. The net cash collected by the Company is sent to the Parent, and is recorded as dividends to Parent, net within member's equity on the balance sheet. Dividends to the Parent for the years ended December 31, 2025 and 2024 were $337,542 and $306,900, respectively, are presented as financing activities within the statements of cash flows.

(b) Management agreement

The Company is party to the Management Agreement as described in Note 1, whereby the Manager performs certain franchising services on behalf of the Securitization Entity, as the Company has no employees. During the years ended December 31, 2025 and 2024 the Company incurred management fees of $43,954 and $41,425, respectively, under the Management Agreement.

(c) Due to or from affiliates, net

The due to affiliates, net balance was $2,657 and $1,349 as of December 31, 2025 and 2024, respectively. These consist primarily of accrued management fees partially offset by royalties receivable.

(d) Transactions with affiliated parties

On August 1, 2018, various licensing agreements were amended or assigned to the Company from Planet Fitness, through which the Company licenses the use of intellectual property to Planet Fitness and wholly owned subsidiaries of Planet Fitness. Non-exclusive, royalty-free, non-transferable licenses with a 99-year term were granted by the Company to Planet Fitness, Planet Fitness NAF, LLC, and to Planet Fitness Distribution, LLC throughout the United States. Additionally, non-exclusive, royalty bearing, non-transferable license agreements with a 99-year term have been granted by the Company to Planet Fitness Assetco, LLC ("Assetco") throughout the United States at a royalty rate of 7%, Pla-Fit Canada Franchise, Inc. throughout Canada at a royalty rate of 5%, and Planet Fitness International Franchise throughout the rest of the world excluding the United States and Canada at a royalty rate of approximately 1.67%. No consideration was exchanged for and there was no book value associated with these amended licensing agreements. Accordingly, no amounts have been recorded in the balance sheets related to these agreements. During the years ended December 31, 2025 and 2024, the Company recognized royalty revenue of $38,941 and $36,198, respectively in the statements of operations related to these royalty-bearing license agreements with Assetco. In addition to the royalty revenue, the Company recognized other franchise revenue from Assetco of $3,936 and $3,652 during the years ended December 31, 2025 and 2024, respectively.

(6) Subsequent events

The Company has evaluated events that have occurred subsequent to December 31, 2025 through April 10, 2026, the date at which these financial statements were available to be issued. The Company determined there are no items to disclose.

PLANET FITNESS FRANCHISING LLC

Financial Statements

December 31, 2024 and 2023

(With Independent Auditors' Report Thereon)

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KPMG LLP
Two Financial Center
60 South Street
Boston, MA 02111

Independent Auditors' Report

The Board of Managers
Planet Fitness Franchising LLC:

Opinion

We have audited the financial statements of Planet Fitness Franchising LLC (the Company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations, changes in member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Emphasis of Matter

As discussed in Notes 1 and 5 to the financial statements, the Company has various agreements with its parent and affiliates related to administrative, management, support activities and various other items. The accompanying financial statements may not be indicative of conditions that would have existed if the Company had been operated as an unaffiliated entity. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of

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internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

Boston, Massachusetts
April 7, 2025

Planet Fitness Franchising LLC
Balance Sheets
(Amounts in thousands)

	As of December 31,	
	2024	2023
Assets		
Current assets		
Cash and cash equivalents	$ 258	$ 284
Accounts receivable, net of allowances for uncollectible amounts of $0 and $0 as of December 31, 2024 and 2023, respectively	4,369	3,083
Other receivables	100	15
Total current assets	4,727	3,382
Intangible assets, net	146,300	152,582
Total assets	$ 151,027	$ 155,964
Liabilities and member's equity		
Current liabilities		
Accrued expenses and other liabilities	$ 79	$ 153
Due to affiliates, net	1,349	686
Deferred revenue, current	3,801	4,577
Total current liabilities	5,229	5,416
Deferred revenue, long-term	28,785	27,951
Total liabilities	34,014	33,367
Member's equity		
Member's contribution, net	167,113	167,113
Accumulated deficit	(50,100)	(44,516)
Total member's equity	117,013	122,597
Total liabilities and member's equity	$ 151,027	$ 155,964

See accompanying notes to financial statements.

Planet Fitness Franchising LLC
Statements of Operations
(Amounts in thousands)

	For the Years Ended December 31,	
	2024	**2023**
Revenue:		
Royalty revenue	$ 313,386	$ 287,505
Franchise and other fees	32,378	33,622
Commission income and other revenues	4,381	2,548
Total revenue	350,145	323,675
Operating expenses:		
Management fees	41,425	38,710
Selling, general, and administrative	818	527
Amortization of intangible assets	6,282	7,367
Other losses (gains)	68	(54)
Total operating expenses	48,593	46,550
Income from operations	301,552	277,125
Interest income	366	184
Income before taxes	301,918	277,309
Provision for income taxes	602	478
Net income	$ 301,316	$ 276,831

See accompanying notes to financial statements.

Planet Fitness Franchising LLC
Statements of Changes in Member's Equity
(Amounts in thousands)

	Member's contribution	Accumulated deficit	Total member's equity
Balance at December 31, 2022	$ 167,113	$ (40,811)	$ 126,302
Net income	—	276,831	276,831
Dividends to Parent	—	(280,536)	(280,536)
Balance at December 31, 2023	167,113	(44,516)	122,597
Net income	—	301,316	301,316
Dividends to Parent	—	(306,900)	(306,900)
Balance at December 31, 2024	$ 167,113	$ (50,100)	$ 117,013

See accompanying notes to financial statements.

Planet Fitness Franchising LLC
Statements of Cash Flows
(Amounts in thousands)

	For the Years Ended December 31,	
	2024	**2023**
Cash flows from operating activities:		
Net income	$ 301,316	$ 276,831
Adjustments to reconcile net income to net cash used in operating activities:		
Amortization expense	6,282	7,367
Changes in operating assets and liabilities:		
Accounts receivable	(1,286)	(2,963)
Other receivables	(83)	(16)
Due to affiliates, net	662	573
Accrued expenses and other liabilities	(76)	(258)
Deferred revenue	59	(887)
Net cash provided by operating activities	306,874	280,647
Cash flows from financing activities:		
Dividends to Parent	(306,900)	(280,536)
Net cash used in financing activities	(306,900)	(280,536)
(Decrease) increase in cash and cash equivalents	(26)	111
Cash and cash equivalents, beginning of period	284	173
Cash and cash equivalents, end of period	$ 258	$ 284
Supplemental cash flow information:		
Cash paid for taxes	$ 602	$ 478

See accompanying notes to financial statements.

(1) Nature of business and summary of significant accounting policies

(a) Organization

Planet Fitness Franchising LLC (the “Company” or “Franchisor”), is a Delaware limited liability company. The Company is a direct, wholly owned subsidiary of Planet Fitness Master Issuer LLC (the “Master Issuer” or "Parent"), a Delaware limited liability company, which is a wholly owned subsidiary of the holding company guarantor Planet Fitness SPV Guarantor LLC, a Delaware limited liability company (the “Holding Company Guarantor”) which is a wholly owned subsidiary of Planet Fitness Holdings, LLC, a New Hampshire limited liability company (“Planet Fitness”), whose ultimate parent company is Planet Fitness, Inc., a Delaware corporation. The Company was formed on June 13, 2018 ("Inception") in connection with a contemplated financing (the “Securitization Transaction”) which was completed on August 1, 2018 (the “Closing Date”), primarily to serve as the franchisor of Planet Fitness clubs in the United States ("U.S."). On the Closing Date, Planet Fitness contributed to the Company substantially all of the franchise business revenue generating assets, net of related liabilities. See “Business and Operations” below and Note 2 for further information.

(b) Business Operations

On the Closing Date, Planet Fitness contributed to the Company all the franchise agreements, area development agreements (“ADAs”), related agreements and preferred vendor contracts and associated commissions with respect to Planet Fitness clubs in the U.S. In addition, Planet Fitness contributed to the Company certain intellectual property (the “Securitization IP”), consisting of substantially all of the existing and after-acquired U.S. and Canadian intellectual property and all future U.S. and Canadian licensing fees. Following the Closing Date, the Company serves as franchisor of the Planet Fitness brand and owns (1) new and existing U.S. franchise agreements and all franchisee-based revenue, excluding payments related to the National Advertising Fund (“NAF”), related thereto; (2) new and existing U.S. ADAs and all franchising receipts related thereto; (3) all rights to enter into new franchising agreements in the U.S.; (4) all rights to enter into new revenue-generating preferred vendor contracts in the U.S.; (5) membership join fees, payment processor rebates and similar revenues; and (6) rights to all the licensing fees and other fees related to the Securitization IP.

Pursuant to a management agreement between certain limited-purpose, bankruptcy remote, wholly-owned indirect subsidiaries of Planet Fitness that act as guarantors (the "Guarantors"), (which includes the Company), and the Master Issuer (collectively, the “Securitization Entities”) with Planet Fitness and the indentured trustee (the “Management Agreement”), Planet Fitness serves as the manager (the “Manager”) of the development, franchising and support of Planet Fitness clubs. The primary responsibility of the Manager under the Management Agreement is to administer collection and otherwise manage the pledged assets on behalf of the Securitization Entities, and to perform certain franchising, marketing, intellectual property, operational and reporting services on behalf of the Securitization Entities. This includes causing the Company to enter into new franchise arrangements and providing pre-opening and ongoing support services for franchisees. All revenues generated by the franchise arrangements are recorded by the Company and when collected are deposited into accounts held in the name of the Company.

In exchange for providing its services, Planet Fitness receives management fees from Master Issuer on behalf of all of Master Issuer’s subsidiaries, including the Company. Pursuant to the current Management Agreement, the Securitization Entities are obligated to pay a total annual fee to the Manager in an amount equal to the sum of (i) $20,000 (ii) $18 for every securitized franchisee-owned Planet Fitness club open and (iii) $40 for every securitized corporate-owned Planet Fitness club open. The portion of the management fees that is variable based upon the number of open franchisee-owned Planet Fitness clubs has been allocated to Franchisor, because it is directly attributable to franchisee-owned club count. The portion of the overall management fee that is fixed in nature and the portion that is attributable to corporate-owned clubs have not been allocated to Franchisor as there is no reasonable basis for such an allocation.

Planet Fitness, Inc. is a public company and files periodic reports with the U.S. Securities and Exchange Commission (“SEC”) as required by the rules of the SEC. Consolidated financial information of Planet Fitness, Inc. as of December 31, 2024 and December 31, 2023 and for the fiscal years ended December 31, 2024, 2023, and 2022 is available in Planet Fitness, Inc.’s Annual Report on Form 10-K for the fiscal year ended December 31, 2024, as filed with the SEC.

(c) Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. (“U.S. GAAP”). The accompanying balance sheet includes all accounts of the Company, which has no subsidiaries.

The Company considers for consolidation certain interests where controlling financial interest may be achieved through arrangements that do not involve voting interests. Such an entity, known as a variable interest entity ("VIE"), is required to be consolidated by its primary beneficiary. The primary beneficiary of a VIE is considered to possess the power to direct the activities of the VIE that most significantly impact its economic performance and has the obligation to absorb losses or the rights to receive benefits from the VIE that are significant to it. The principal entities in which the Company possesses a variable interest include franchise entities and certain other entities. The Company is not deemed to be the primary beneficiary for Planet Fitness franchise entities or for the Planet Fitness NAF, LLC entity. Therefore, these entities are not consolidated.

(d) Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results. Significant areas where estimates and judgments are relied upon by management in the preparation of the financial statements include revenue recognition and the evaluation of the recoverability of long-lived assets, including intangible assets.

(e) Cash and cash equivalents

The Company considers all highly liquid investments purchased with an original maturity of 90 days or less to be cash equivalents.

(f) Fair value

Certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accrued expenses and other liabilities are carried at cost, which approximates their fair value because of their short-term nature.

(g) Accounts receivable

Accounts receivable is primarily comprised of amounts owed to the Company from franchisees. The Company evaluates its accounts receivable on an ongoing basis and may establish an allowance for uncollectible amounts based on collections and current credit conditions. Accounts are written off as uncollectible when it is determined that further collection efforts will be unsuccessful. Historically, the Company has not had significant amount of write-offs.

(h) Intangible assets

Intangible assets are primarily related to trade and brand names and customer relationships, and are recorded in accordance with ASC Topic 350, *Intangibles - Goodwill and Other*. In accordance with this guidance, specifically identified intangible assets must be recorded as a separate asset from goodwill if either of the following two criteria is met: (1) the intangible asset acquired arises from contractual or other legal rights; or (2) the intangible asset is separable. Transactions are evaluated to determine whether any gain or loss on reacquired franchise rights, based on their fair value, should be recognized separately from identified intangibles.

Indefinite-lived intangible assets are not amortized, but are reviewed annually for impairment or more frequently if impairment indicators arise. Separable intangible assets that are not deemed to have an indefinite life are amortized over their estimated useful lives on either a straight-line or accelerated basis as deemed appropriate, and are reviewed for impairment when events or circumstances suggest that the assets may not be recoverable.

The Company performs its annual impairment assessment of indefinite lived intangible assets on December 1 of each year. For indefinite lived intangible assets, the impairment assessment consists of comparing the carrying value of the asset to its estimated fair value. To the extent that the carrying value exceeds the fair value of the asset, an impairment is recorded to reduce the carrying value to its fair value. The Company is also permitted to make a qualitative assessment of whether it is more likely than not an indefinite lived intangible asset's fair value is less than its carrying value prior to applying the quantitative assessment. If based on the Company's qualitative assessment it is not more likely than not that the carrying value of the asset is less than its fair value, then a quantitative assessment is not required.

During the periods presented, the Company did not need to proceed beyond the qualitative analysis and determined that no impairment charges were required.

The Company applies the provisions of ASC Topic 360, *Property, Plant and Equipment*, which requires that long-lived assets, including amortizable intangible assets, be reviewed for impairment whenever events or changes in circumstances indicate that

the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group to be tested for impairment, then assets are required to be grouped and evaluated at the lowest level for which there are identifiable cash flows that are largely independent of the cash flows of other groups of assets. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset or asset group to the undiscounted future net cash flows expected to be generated by the asset or asset group. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. There were no assets that were impaired during any of the periods presented.

(i) Revenue from contracts with customers

The Company's revenues consist primarily of royalties, franchise fees and upfront fees from ADAs, transfer fees, membership join fees, and other fees and are accounted for under ASC 606 - *Revenue From Contracts With Customers*, net of applicable sales tax.

The Company's primary performance obligation under the franchise license is granting certain rights to use the Company's intellectual property, and all other services the Company provides under the ADA and franchise agreement are highly interrelated and not distinct within the contract, and therefore accounted for as a single performance obligation, which is satisfied by granting certain rights to use intellectual property over the term of each franchise agreement.

Royalties are calculated as a percentage of franchise monthly dues and annual fees over the term of the franchise agreement. Franchise fees are payable by the franchisee upon signing a new franchise agreement or successor franchise agreement, and transfer fees are paid to the Company when one franchisee transfers a franchise agreement to a different franchisee. Franchise royalties represent sales-based royalties that are related entirely to the performance obligation under the franchise agreement and are recognized as franchise sales occur.

Franchise fees, as well as transfer fees, are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. ADAs generally consist of an obligation to grant geographic exclusive area development rights. These development rights are not distinct from franchise agreements, so upfront fees paid by franchisees for exclusive development rights are deferred and apportioned to each franchise agreement signed by the franchisee. The pro-rata amount apportioned to each franchise agreement is accounted for identically to the initial franchise fee.

Membership join fees are paid to the Company by franchisees and corporate-owned clubs for processing membership transactions when a new member signs up for a membership through the Company’s website. These fees are recognized as revenue as each transaction occurs.

(j) Deferred revenue

Deferred revenue results from franchise fees and ADA fees paid by franchisees, as well as transfer fees, which are generally recognized on a straight-line basis over the term of the underlying franchise agreement.

(k) Income taxes

The Company is a single-member limited liability company and is treated as a disregarded entity for federal and primarily all state income tax purposes. As a result, the Company generally does not incur U.S. income taxes. Instead, its earnings and losses flow up to its sole member and are ultimately included in the consolidated income tax returns of Planet Fitness, Inc., the Company’s indirect parent. The Company has not entered into a tax sharing agreement with Planet Fitness nor does its limited liability agreement provide for tax distributions. No specific dividends are required for tax payments. As a result, the accompanying statements of operations do not include a provision for U.S. federal income taxes. The Company incurs foreign tax expense attributable to foreign withholding taxes in certain jurisdictions, which is recorded as provision for income taxes in the accompanying statements of operations.

(l) Contingencies

The Company records estimated future losses related to contingencies when such amounts are probable and estimable. The Company includes estimated legal fees related to such contingencies as part of the accrual for estimated future losses.

(m) Recent accounting pronouncements

There have been no new accounting pronouncements issued during the year ended December 31, 2024 and no new accounting pronouncements not yet adopted that are expected to materially impact the Company's consolidated financial statements.

(2) Guarantees and other commitments and contingencies

(a) Long-term debt issued by Master Issuer

As discussed in Note 1, pursuant to the Securitization Transaction, certain limited-purpose, bankruptcy remote, wholly-owned indirect subsidiaries of Planet Fitness, including the Company, acting as the Guarantors, pledged substantially all of their assets to securitize the following notes.

On August 1, 2018, Master Issuer, a limited-purpose, bankruptcy remote, wholly-owned indirect subsidiary of Pla-Fit Holdings, LLC, entered into a base indenture and a related supplemental indenture (collectively, the "2018 Indenture") under which the Master Issuer may issue multiple series of notes. On the same date, the Master Issuer issued Series 2018-1 4.262% Fixed Rate Senior Secured Notes, Class A-2-I (the "2018 Class A-2-I Notes") with an initial principal amount of $575,000 and Series 2018-1 4.666% Fixed Rate Senior Secured Notes, Class A-2-II (the "2018 Class A-2-II Notes" and, together with the 2018 Class A-2-I Notes, the "2018 Notes") with an initial principal amount of $625,000. In connection with the issuance of the 2018 Notes, the Master Issuer also entered into a revolving financing facility that allows for the incurrence of up to $75,000 in revolving loans and/or letters of credit under the Master Issuer's Series 2018-1 Variable Funding Senior Notes, Class A-1 (the "2018 Variable Funding Notes"). On December 3, 2019, the Master Issuer issued Series 2019-1 3.858% Fixed Rate Senior Secured Notes, Class A-2 (the "2019 Notes") with an initial principal amount of $550,000. The 2019 Notes were issued under the 2018 Indenture and a related supplemental indenture dated December 3, 2019 (together, the "2019 Indenture").

On February 10, 2022, Master Issuer completed a prepayment in full of its 2018-1 Class A-2-I Notes and an issuance of Series 2022-1 3.251% Fixed Rate Senior Secured Notes, Class A-2-I with an initial principal amount of $425,000 and Series 2022-1 4.008% Fixed Rate Senior Secured Notes, Class A-2-II with an initial principal amount of $475,000 (the "2022 Notes"), and also entered into a new revolving financing facility that allows for the issuance of up to $75,000 in Variable Funding Notes ("2022 Variable Funding Notes") and certain Letters of Credit (the issuance of such notes, the "Series 2022-I Issuance"). The 2022 Notes were issued under the 2018 Indenture and a related supplemental indenture dated February 10, 2022 (together, the "2022 Indenture"). On June 12, 2024, the Company completed a prepayment in full of its 2018 Class A-2-II Notes and an issuance of Series 2024-1 5.765% Fixed Rate Senior Secured Notes, Class A-2-I with an initial principal amount of $425,000 and Series 2024-1 6.237% Fixed Rate Senior Secured Notes, Class A-2-II with an initial principal amount of $375,000 (the "2024 Notes" and, together with the 2018 Notes, 2019 Notes and 2022 Notes, the "Notes"). The 2024 Notes were issued under the 2018 Indenture and a related supplemental indenture dated June 12, 2024 (together, with the 2019 Indenture and 2022 Indenture, the "Indenture"). Together, the Notes and the 2022 Variable Funding Notes will be referred to as the "Securitized Senior Notes".

More information regarding the Securitized Senior Notes can be found in Planet Fitness, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2024, as filed with the SEC.

(b) Legal matters

From time to time, and in the ordinary course of business, the Company is subject to various claims, charges, and litigation. The Company is not currently aware of any legal proceedings or claims that the Company believes will have, individually or in the aggregate, a material adverse effect on the Company's financial position or result of operations.

(3) Intangible assets

A summary of the components of intangible assets is as follows:

	December 31, 2024			December 31, 2023		
	Gross carrying amount	Accumulated amortization	Net carrying Amount	Gross carrying amount	Accumulated amortization	Net carrying Amount
Finite-lived intangible assets:						
Customer relationships	$ 88,400	$ (88,400)	$ —	$ 88,400	$ (82,118)	$ 6,282
Indefinite-lived intangible assets:						
Trade and brand names	146,300	—	146,300	146,300	—	146,300
Total intangible assets	$ 234,700	$ (88,400)	$ 146,300	$ 234,700	$ (82,118)	$ 152,582

Our customer relationships were amortized over a weighted-average amortization period of 12 years.

(4) Deferred revenue

Contract liabilities consist of deferred revenue resulting from franchise fees and ADA fees paid by franchisees, as well as transfer fees, which are generally recognized on a straight-line basis over the term of the underlying franchise agreement. The Company classifies these contract liabilities as deferred revenue in the balance sheets.

The following table reflects the change in contract liabilities between December 31, 2023 and December 31, 2024:

	Contract liabilities
Balance at December 31, 2023	$ 32,528
Revenue recognized that was included in the contract liability at the beginning of the year	(5,406)
Increase, excluding amounts recognized as revenue during the year	5,464
Balance at December 31, 2024	$ 32,586

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied,or partially unsatisfied, as of December 31, 2024. The Company has elected to exclude short term contracts, sales and usage based royalties and any other variable consideration recognized on an "as invoiced" basis.

Contract liabilities to be recognized in:	Amount
2025	$ 3,801
2026	3,589
2027	3,357
2028	3,078
2029	2,700
Thereafter	16,061
Total	$ 32,586

The summary set forth below represents the balances in deferred revenue:

	As of December 31,	
	2024	2023
Area development fees	$ 13,783	$ 13,643
Franchise fees	10,514	11,705
Transfer fees	7,663	6,394
Grace period fees	626	786
Total deferred revenue	32,586	32,528
Long-term portion of deferred revenue	28,785	27,951
Current portion of deferred revenue	$ 3,801	$ 4,577

(5) Related party transactions

(a) Dividends to Parent

All cash collections related to the Company’s franchise operations are deposited into an account held by the Company. Additionally, substantially all operating expenses of the Company are paid by Master Issuer or Planet Fitness. The net cash collected by the Company is sent to the Parent, and is recorded as dividends to Parent, net within member's equity on the balance sheet. Dividends to the Parent for the years ended December 31, 2024 and 2023 were $306,900 and $280,536, respectively, are presented as financing activities within the statements of cash flows.

(b) Management agreement

The Company is party to the Management Agreement as described in Note 1, whereby the Manager performs certain franchising services on behalf of the Securitization Entity, as the Company has no employees. During the years ended December 31, 2024 and 2023 the Company incurred management fees of $41,425 and $38,710, respectively, under the Management Agreement.

(c) Due to or from affiliates, net

The due to affiliates, net balance was $1,349 and $686 as of December 31, 2024 and 2023, respectively. These consist primarily of accrued management fees partially offset by royalties receivable.

(d) Transactions with affiliated parties

On August 1, 2018, various licensing agreements were amended or assigned to the Company from Planet Fitness, through which the Company licenses the use of intellectual property to Planet Fitness and wholly owned subsidiaries of Planet Fitness. Non-exclusive, royalty-free, non-transferable licenses with a 99-year term were granted by the Company to Planet Fitness, Planet Fitness NAF, LLC, and to Planet Fitness Distribution, LLC throughout the United States. Additionally, non-exclusive, royalty bearing, non-transferable license agreements with a 99-year term have been granted by the Company to Planet Fitness Assetco, LLC ("Assetco") throughout the United States at a royalty rate of 7%, Pla-Fit Canada Franchise, Inc. throughout Canada at a royalty rate of 5%, and Planet Fitness International Franchise throughout the rest of the world excluding the United States and Canada at a royalty rate of approximately 1.67%. No consideration was exchanged for and there was no book value associated with these amended licensing agreements. Accordingly, no amounts have been recorded in the balance sheets related to these agreements. During the years ended December 31, 2024 and 2023, the Company recognized royalty revenue of $36,198 and $33,586, respectively in the statements of operations related to these royalty-bearing license agreements with Assetco. In addition to the royalty revenue, the Company recognized other franchise revenue from Assetco of $3,652 and $4,122 during the years ended December 31, 2024 and 2023, respectively.

The former interim CEO of Planet Fitness Inc., who is also a member of its board of directors, has a financial interest in a franchisee and is considered a related party. The Company had deferred area development agreement revenue of $134 and $142 as of December 31, 2024 and 2023, respectively, and recognized $4,448 and $3,197 of franchise revenue during the years ended December 31, 2024 and 2023, respectively, associated with the above mentioned related party franchisee.

(6) Subsequent events

The Company has evaluated events that have occurred subsequent to December 31, 2024 through April 7, 2025, the date at which these financial statements were available to be issued. The Company determined there are no items to disclose.

Guarantee of Performance of Planet Fitness Holdings, LLC by Planet Fitness, Inc.

GUARANTEE OF PERFORMANCE

For value received, Planet Fitness, Inc., a Delaware corporation (the "Guarantor"), located at 4 Liberty Lane West, Hampton, New Hampshire 03842, absolutely and unconditionally guarantees to assume the duties and obligations of Planet Fitness Holdings, LLC, a New Hampshire limited liability company (the "Manager"), located at 4 Liberty Lane West, Hampton, New Hampshire 03842, which is contractually obligated to fulfill the duties of Planet Fitness Franchising LLC, a Delaware limited liability company (the "Franchisor"), located at 4 Liberty Lane West, Floor 2, Hampton, New Hampshire 03842 under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at 4 Liberty Lane West, Hampton, New Hampshire 03842 on the 20 day of May, 2026.

Guarantor:

PLANET FITNESS, INC.

By: _____
Name: Darrell Chichester
Title: Assistant Secretary

Audited consolidated balance sheets of Planet Fitness, Inc. and subsidiaries as of December 31, 2025 and 2024 and the related consolidated statements of operations, comprehensive income, cash flows, and changes in equity for each of the years in the three-year period ended December 31, 2025

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors

Planet Fitness, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Planet Fitness, Inc. and subsidiaries (the Company) as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income, cash flows and changes in equity (deficit) for each of the years in the three year period ended December 31, 2025, and the related notes and financial statement schedules, Schedule II-Valuation and Qualifying Accounts (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 25, 2026 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of the sufficiency of audit evidence over revenue

As discussed in Notes 2(e) and 19 to the consolidated financial statements, revenue is derived from various revenue streams within the Company's franchise, equipment, and corporate-owned clubs reportable segments. The Company's processes and related information technology (IT) systems used to record revenue differ for certain of these revenue streams. The Company recorded $1,324.1 million of total revenue for the year ended December 31, 2025.

We identified the evaluation of the sufficiency of audit evidence over revenue as a critical audit matter. This required a high degree of auditor judgment due to the number of revenue streams and IT systems involved in the revenue recognition processes, including determining the revenue streams over which procedures were to be performed and evaluating the nature and extent of evidence obtained over the individual revenue streams as well as revenue in the aggregate. It also included the involvement of IT professionals with specialized skills and knowledge to assist in the performance of certain procedures.

The following are the primary procedures we performed to address this critical audit matter. We applied auditor judgment to determine the revenue streams over which procedures were performed as well as the nature and extent of such procedures. For each revenue stream over which procedures were performed, we:

- evaluated the design and tested the operating effectiveness of certain internal controls over the Company's revenue recognition processes
- involved IT professionals with specialized skills and knowledge who assisted with (1) gaining an understanding of IT systems and (2) testing certain general IT controls, IT application controls, and key reports within the Company's revenue recognition processes
- performed software-assisted data analysis to test relationships among certain revenue transactions
- for a sample of transactions, compared amounts recognized by the Company to underlying documentation, including contracts with customers.

In addition, we evaluated the sufficiency of audit evidence obtained over revenue by assessing the results of procedures performed, including the appropriateness of such evidence.

/s/ KPMG LLP

We have served as the Company's auditor since 2012.

Boston, Massachusetts
February 25, 2026

Planet Fitness, Inc. and Subsidiaries
Consolidated Balance Sheets

(in thousands, except per share amounts)	As of December 31, 2025	2024
Assets		
Current assets:		
Cash and cash equivalents	$ 345,652	$ 293,150
Restricted cash	66,304	56,524
Short-term marketable securities	106,761	114,163
Accounts receivable, net of allowances for uncollectible amounts of $428 and $30 as of December 31, 2025 and 2024, respectively	70,431	77,145
Inventory	7,581	6,146
Prepaid expenses	24,605	21,499
Other receivables	34,094	16,776
Income tax receivable	2,958	2,616
Total current assets	658,386	588,019
Long-term marketable securities	88,263	65,668
Investments, net of allowance for expected credit losses of $24,424 and $18,834 as of December 31, 2025 and 2024, respectively	69,700	75,650
Property and equipment, net of accumulated depreciation of $453,852 and $370,118, as of December 31, 2025 and 2024, respectively	466,747	423,991
Right-of-use assets, net	409,320	395,174
Intangible assets, net	286,409	323,318
Goodwill	712,450	720,633
Deferred income taxes	406,724	470,197
Other assets, net	5,396	7,058
Total assets	$ 3,103,395	$ 3,069,708
Liabilities and stockholders' deficit		
Current liabilities:		
Current maturities of long-term debt	$ 23,875	$ 22,500
Accounts payable	39,683	32,887
Accrued expenses	75,371	67,895
Equipment deposits	10,165	1,851
Deferred revenue, current	58,593	62,111
Payable pursuant to tax benefit arrangements, current	55,518	55,556
Other current liabilities	49,285	39,695
Total current liabilities	312,490	282,495
Long-term debt, net of current maturities	2,458,379	2,148,029
Lease liabilities, net of current portion	419,120	405,324
Deferred revenue, net of current portion	29,657	31,990
Deferred tax liabilities	1,177	1,386
Payable pursuant to tax benefit arrangements, net of current portion	360,273	411,360
Other liabilities	5,677	4,497
Total noncurrent liabilities	3,274,283	3,002,586
Commitments and contingencies (Note 17)		
Stockholders' equity (deficit):		
Class A common stock, $.0001 par value, 300,000 shares authorized, 80,446 and 84,323 shares issued and outstanding as of December 31, 2025 and 2024, respectively	8	9
Class B common stock, $.0001 par value, 100,000 shares authorized, 316 and 342 shares issued and outstanding as of December 31, 2025 and 2024, respectively	—	—
Additional paid in capital	623,333	609,115
Accumulated other comprehensive income (loss)	1,311	(2,348)
Accumulated deficit	(1,107,429)	(822,156)
Total stockholders' deficit attributable to Planet Fitness, Inc.	(482,777)	(215,380)
Non-controlling interests	(601)	7
Total stockholders' deficit	(483,378)	(215,373)
Total liabilities and stockholders' deficit	$ 3,103,395	$ 3,069,708

See accompanying notes to consolidated financial statements.

Planet Fitness, Inc. and Subsidiaries
Consolidated Statements of Operations

(in thousands, except per share amounts)	For the Years Ended December 31, 2025	2024	2023
Revenue:			
Franchise	$ 380,971	$ 344,320	$ 317,917
National advertising fund revenue	86,987	78,927	70,012
Corporate-owned clubs	546,097	502,287	449,296
Equipment	310,089	256,120	234,101
Total revenue	1,324,144	1,181,654	1,071,326
Operating costs and expenses:			
Cost of revenue	230,308	197,122	190,026
Club operations	318,545	290,507	253,619
Selling, general and administrative	137,634	129,146	124,930
National advertising fund expense	87,580	79,009	70,095
Depreciation and amortization	155,785	160,346	149,413
Other (gain) loss, net	(385)	1,326	10,379
Total operating costs and expenses	929,467	857,456	798,462
Income from operations	394,677	324,198	272,864
Other income (expense), net:			
Interest income	22,999	23,115	17,741
Interest expense	(108,244)	(100,037)	(86,576)
Other (expense) income, net	(454)	(548)	3,512
Total other expense, net	(85,699)	(77,470)	(65,323)
Income before income taxes	308,978	246,728	207,541
Provision for income taxes	85,874	68,443	58,512
Losses from equity-method investments, net of tax	(2,840)	(4,042)	(1,994)
Net income	220,264	174,243	147,035
Less net income attributable to non-controlling interests	1,160	2,201	8,722
Net income attributable to Planet Fitness, Inc.	$ 219,104	$ 172,042	$ 138,313
Net income per share of Class A common stock:			
Basic	$ 2.62	$ 2.01	$ 1.63
Diluted	$ 2.62	$ 2.00	$ 1.62
Weighted-average shares of Class A common stock outstanding:			
Basic	83,519	85,621	84,896
Diluted	83,726	85,827	85,185

See accompanying notes to consolidated financial statements.

Planet Fitness, Inc. and Subsidiaries
Consolidated Statements of Comprehensive Income

(in thousands)	For the Years Ended December 31, 2025	2024	2023
Net income including non-controlling interests	$ 220,264	$ 174,243	$ 147,035
Other comprehensive income (loss), net			
Foreign currency translation adjustments	3,405	(2,312)	179
Unrealized gain (loss) on marketable securities, net of tax	254	(208)	441
Total other comprehensive income (loss), net	3,659	(2,520)	620
Total comprehensive income including non-controlling interests	223,923	171,723	147,655
Less: total comprehensive income attributable to non-controlling interests	1,160	2,201	8,722
Total comprehensive income attributable to Planet Fitness, Inc.	$ 222,763	$ 169,522	$ 138,933

See accompanying notes to consolidated financial statements.

Planet Fitness, Inc. and Subsidiaries
Consolidated Statements of Cash Flows

(in thousands)	For the Years Ended December 31, 2025	2024	2023
Cash flows from operating activities:			
Net income	$ 220,264	$ 174,243	$ 147,035
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	155,785	160,346	149,413
Equity-based compensation	12,333	8,913	7,906
Deferred tax expense	63,876	55,689	51,189
Amortization of deferred financing costs	5,362	5,362	5,492
Loss on extinguishment of debt	1,731	2,285	—
Accretion of marketable securities discount	(1,337)	(3,307)	(3,273)
Losses from equity-method investments, net of tax	2,840	4,042	1,994
Dividends accrued on held-to-maturity investment	(2,337)	(2,180)	(2,066)
Credit loss on held-to-maturity investment	5,590	1,145	2,732
Loss (gain) on re-measurement of tax benefit arrangement liability	2,431	1,300	(1,964)
Gain on sale of corporate-owned clubs	(6,443)	—	—
Gain on insurance proceeds	(1,461)	(1,441)	—
Other	154	2,050	(284)
Changes in operating assets and liabilities, net of acquisitions:			
Accounts receivable	7,226	(36,459)	4,761
Inventory	(1,377)	(1,484)	599
Other assets and other current assets	(15,927)	(11,785)	929
Accounts payable and accrued expenses	6,932	17,312	(975)
Other liabilities and other current liabilities	18	(519)	(8,106)
Income taxes	498	407	2,183
Payments pursuant to tax benefit arrangements	(54,288)	(44,946)	(34,797)
Equipment deposits	8,293	(2,653)	(3,937)
Deferred revenue	(3,327)	2,775	3,942
Leases	11,585	12,778	7,481
Net cash provided by operating activities	418,421	343,873	330,254
Cash flows from investing activities:			
Additions to property and equipment	(163,670)	(155,061)	(135,986)
Insurance proceeds for property and equipment	2,053	848	—
Payment of consideration for acquired clubs	(3,082)	—	(43,264)
Proceeds from sale of corporate-owned clubs	21,626	—	—
Purchases of marketable securities	(156,141)	(155,423)	(203,285)
Maturities of marketable securities	141,577	103,672	80,490
Issuance of note receivable, related party	(2,639)	(2,145)	—
Other investments	112	(602)	(37,946)
Net cash used in investing activities	(160,164)	(208,711)	(339,991)
Cash flows from financing activities:			
Proceeds from issuance of long-term debt	750,000	800,000	—
Repayment of long-term debt	(431,562)	(608,688)	(20,749)
Payment of deferred financing and other debt-related costs	(13,806)	(12,055)	—
Repurchase and retirement of Class A common stock	(500,373)	(300,205)	(125,030)
Proceeds from issuance of Class A common stock	1,852	21,875	9,160
Principal payments on capital lease obligations	(149)	(98)	(193)
Payment of share repurchase excise tax	(2,549)	(1,032)	—
Distributions to members of Pla-Fit Holdings	(1,508)	(4,792)	(4,605)
Net cash used in financing activities	(198,095)	(104,995)	(141,417)
Effects of exchange rate changes on cash and cash equivalents	2,120	(2,614)	776
Net increase (decrease) in cash, cash equivalents and restricted cash	62,282	27,553	(150,378)
Cash, cash equivalents and restricted cash, beginning of period	349,674	322,121	472,499
Cash, cash equivalents and restricted cash, end of period	$ 411,956	$ 349,674	$ 322,121
Supplemental cash flow information:			
Cash paid for interest	$ 100,247	$ 90,853	$ 81,184
Non-cash investing activities:			
Purchases of property and equipment included in accounts payable and accrued expenses	$ 18,399	$ 11,423	$ 18,639
Fair value of clubs exchanged for equity-method investment	$ —	$ —	$ 17,000

See accompanying notes to consolidated financial statements

Planet Fitness, Inc. and Subsidiaries
Consolidated Statements of Changes in Equity (Deficit)

(in thousands)	Class A common stock Shares	Class A common stock Amount	Class B common stock Shares	Class B common stock Amount	Accumulated other comprehensive income (loss)	Additional paid-in capital	Accumulated deficit	Non-controlling interests	Total equity (deficit)
Balance at January 1, 2023	83,430	$ 8	6,146	$ 1	$ (448)	$ 505,144	$ (703,717)	$ (12,549)	$ (211,561)
Net income	—	—	—	—	—	—	138,313	8,722	147,035
Equity-based compensation expense	—	—	—	—	—	7,906	—	—	7,906
Repurchase and retirement of Class A common stock	(1,699)	—	—	—	—	3,117	(126,079)	(3,117)	(126,079)
Exchanges of Class B common stock and other adjustments	4,749	1	(4,749)	(1)	—	(12,572)	—	12,572	—
Issuance of shares under equity-based compensation plans	280	—	—	—	—	9,034	—	—	9,034
Tax benefit arrangement liability and deferred taxes arising from exchanges of Class B common stock	—	—	—	—	—	63,002	—	—	63,002
Non-cash adjustments to VIEs	—	—	—	—	—	—	—	(389)	(389)
Deconsolidation of VIEs	—	—	—	—	—	—	22	(3,976)	(3,954)
Distributions paid to members of Pla-Fit Holdings	—	—	—	—	—	—	—	(4,605)	(4,605)
Other comprehensive income	—	—	—	—	620	—	—	—	620
Balance at December 31, 2023	86,760	9	1,397	—	172	575,631	(691,461)	(3,342)	(118,991)
Net income	—	—	—	—	—	—	172,042	2,201	174,243
Equity-based compensation expense	—	—	—	—	—	8,913	—	—	8,913
Repurchase and retirement of Class A common stock	(4,073)	—	—	—	—	2,364	(302,737)	(2,364)	(302,737)
Exchanges of Class B common stock and other adjustments	1,055	—	(1,055)	—	—	(7,294)	—	7,294	—
Issuance of shares under equity-based compensation plans	581	—	—	—	—	21,865	—	—	21,865
Tax benefit arrangement liability and deferred taxes arising from exchanges of Class B common stock	—	—	—	—	—	6,936	—	—	6,936
Distributions paid to members of Pla-Fit Holdings	—	—	—	—	—	—	—	(4,792)	(4,792)
Issuance of subsidiary stock to non-controlling interest	—	—	—	—	—	700	—	1,010	1,710
Other comprehensive loss	—	—	—	—	(2,520)	—	—	—	(2,520)
Balance at December 31, 2024	84,323	9	342	—	(2,348)	609,115	(822,156)	7	(215,373)
Net income	—	—	—	—	—	—	219,104	1,160	220,264
Equity-based compensation expense	—	—	—	—	—	12,333	—	—	12,333
Repurchase and retirement of Class A common stock	(4,051)	(1)	—	—	—	323	(504,377)	(323)	(504,378)
Exchanges of Class B common stock and other adjustments	26	—	(26)	—	—	(63)	—	63	—
Issuance of shares under equity-based compensation plans, net of shares withheld to cover payroll taxes	148	—	—	—	—	1,608	—	—	1,608
Tax benefit arrangement liability and deferred taxes arising from exchanges of Class B common stock	—	—	—	—	—	17	—	—	17
Distributions paid to members of Pla-Fit Holdings	—	—	—	—	—	—	—	(1,508)	(1,508)
Other comprehensive income	—	—	—	—	3,659	—	—	—	3,659
Balance at December 31, 2025	80,446	$ 8	316	$ —	$ 1,311	$ 623,333	$ (1,107,429)	$ (601)	$ (483,378)

See accompanying notes to consolidated financial statements

(1) Business organization

Planet Fitness, Inc. (the "Company"), through its subsidiaries, is a franchisor and operator of fitness centers, with approximately 20.8 million members and 2,896 franchisee-owned and corporate-owned locations (referred to as clubs) in all 50 states, the District of Columbia, Puerto Rico, Canada, Panama, Mexico, Australia and Spain as of December 31, 2025.

The Company serves as the reporting entity for its various subsidiaries that operate three distinct lines of business:

- Licensing and selling franchises under the Planet Fitness trade name;
- Owning and operating fitness centers under the Planet Fitness trade name; and
- Selling fitness-related equipment to franchisee-owned clubs.

In 2012 investment funds affiliated with TSG Consumer Partners, LLC ("TSG"), purchased interests in Pla-Fit Holdings.

The Company was formed as a Delaware corporation on March 16, 2015 for the purpose of facilitating an initial public offering ("IPO") and related transactions in order to carry on the business of Pla-Fit Holdings, LLC and its subsidiaries ("Pla-Fit Holdings"). As of August 5, 2015, in connection with the recapitalization transactions, the Company became the sole managing member and holder of 100% of the voting power of Pla-Fit Holdings. Pla-Fit Holdings owns 100% of Planet Intermediate, LLC which has no operations but is the 100% owner of Planet Fitness Holdings, LLC, a franchisor and operator of fitness centers. With respect to the Company, Pla-Fit Holdings and Planet Intermediate, LLC, each entity owns nothing other than the respective entity below it in the corporate structure and each entity has no other material operations.

The Company is a holding company whose principal asset is a controlling equity interest in the membership units ("Holdings Units") in Pla-Fit Holdings. As the sole managing member of Pla-Fit Holdings, the Company operates and controls all of the business and affairs of Pla-Fit Holdings, and through Pla-Fit Holdings, conducts its business. As a result, the Company consolidates Pla-Fit Holdings' financial results and reports a non-controlling interest related to the portion of Holdings Units not owned by the Company.

As of December 31, 2025, the Company held 100% of the voting interest, and approximately 99.6% of the economic interest in Pla-Fit Holdings and the owners of Holdings Units other than the Company (the "Continuing LLC Owners") held the remaining 0.4% economic interest in Pla-Fit Holdings. As future exchanges of Holdings Units occur, the economic interest in Pla-Fit Holdings held by Planet Fitness, Inc. will increase.

(2) Summary of significant accounting policies

(a) Basis of presentation and consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). All significant intercompany balances and transactions have been eliminated in consolidation.

As discussed in Note 1, Planet Fitness, Inc. consolidates Pla-Fit Holdings. The Company also consolidates entities in which it has a controlling financial interest, the usual condition of which is ownership of a majority voting interest. The Company also considers for consolidation certain interests where the controlling financial interest may be achieved through arrangements that do not involve voting interests. Such an entity, known as a variable interest entity ("VIE"), is required to be consolidated by its primary beneficiary. The primary beneficiary of a VIE is considered to possess the power to direct the activities of the VIE that most significantly impact its economic performance and has the obligation to absorb losses or the rights to receive benefits from the VIE that are significant to it. The principal entities in which the Company possesses a variable interest include the legal entities of our franchisee-owned clubs and certain other entities. The Company is not deemed to be the primary beneficiary of the legal entities of our franchisee-owned clubs, therefore, these entities are not consolidated.

Planet Fitness NAF, LLC (the "National Advertising Fund" or "NAF") is an advertising fund and is considered a VIE. The results of the NAF are consolidated within these financial statements based on the determination that the Company is the primary beneficiary of the NAF. See Note 3 for further information related to the NAF.

(b) Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results. Significant areas where estimates and judgments are relied upon by management in the preparation of the consolidated financial statements include revenue recognition, valuation of equity-based compensation awards, valuation of assets and liabilities acquired in business combinations, the evaluation of the recoverability of goodwill and long-lived assets, including intangible assets, equity method investments, allowance for expected credit losses, the present value of lease liabilities, income taxes, including deferred tax assets and liabilities, and the liability for the Company's tax benefit arrangements.

(c) Concentrations

Financial instruments that potentially subject the Company to concentration risk consist of cash and cash equivalents and marketable securities. All of the Company's cash and cash equivalents, restricted cash, and marketable securities are maintained by major financial institutions, of which cash deposits are insured by the Federal Deposit Insurance Corporation ("FDIC") within statutory limits. The Company maintains balances in excess of the statutory limits, but does not believe that such deposits with its banks are subject to any unusual risk.

The credit risk associated with trade receivables is mitigated due to the large number of customers, generally franchisees, and their broad dispersion over many different geographic areas. The Company does not have any concentrations greater than 10% with respect to revenues. The Company had one customer who represented 15% as of December 31, 2025 and another customer who represented 12% as of December 31, 2024, of total accounts receivable.

The Company purchases equipment, both for corporate-owned clubs and for sales to franchisee-owned clubs from various equipment vendors. The percentages of equipment purchases from vendors that represent 10% or more of total equipment purchases was as follows:

	Years Ended December 31,		
	2025	2024	2023
Vendor A	72%	74%	72%
Vendor B	15%	16%	21%

The Company, including the NAFs, uses various vendors for advertising services. The percentages of advertising purchases from vendors that represent 10% or more of total advertising purchases was as follows:

	Years Ended December 31,		
	2025	2024	2023
Vendor A	41%	34%	38%
Vendor B	25%	23%	24%
Vendor C	*	13%	18%

* Represents less than 10% of advertising purchases for the period.

(d) Cash, cash equivalents and restricted cash

The Company considers all highly liquid investments purchased with an original maturity of 90 days or less to be cash equivalents.

In accordance with the Company's securitized financing facility, certain cash accounts have been established in the name of Citibank, N.A. (the "Trustee"). The Company holds restricted cash which primarily represents cash collections held by the Trustee, which includes interest, principal, and commitment fee reserves. As of December 31, 2025, the Company had restricted cash held by the Trustee of $66.3 million. Restricted cash has been combined with cash and cash equivalents when reconciling the beginning and end of period balances in the consolidated statements of cash flows.

(e) Revenue from contracts with customers

The Company's revenues are comprised of franchise revenue, corporate-owned clubs revenue and equipment revenue and are accounted for under ASC 606 - *Revenue From Contracts With Customers*, net of applicable sales tax.

Franchise revenue

Franchise revenues consist primarily of royalties, contributions to the NAF and the Canadian Advertising Fund ("CAF" and collectively with the NAF, the "NAFs", the contributions to which we refer as "NAF Revenue"), franchise fees and upfront fees from area development agreements ("ADAs"), transfer fees, equipment placement revenue, membership join fees, and other fees.

The Company's primary performance obligation under the franchise license is granting certain rights to use the Company's intellectual property, and all other services the Company provides under the ADA and franchise agreement are highly interrelated and not distinct within the contract, and therefore accounted for as a single performance obligation, which is satisfied by granting certain rights to use intellectual property over the term of each franchise agreement.

Royalties and franchisee contributions to the NAFs, are calculated as a percentage of franchise monthly dues and annual fees over the term of the franchise agreement. Under the franchise agreements, advertising contributions paid by franchisees must be spent on advertising, marketing and related activities. Franchise fees are payable by the franchisee upon signing a new franchise agreement or successor franchise agreement, and transfer fees are paid to the Company when one franchisee transfers a franchise agreement to a different franchisee. Franchise royalties, as well as contributions to the NAFs, represent sales-based royalties that are related entirely to the performance obligation under the franchise agreement and are recognized as franchise sales occur.

Franchise fees, as well as transfer fees, are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. ADAs generally consist of an obligation to grant geographic exclusive area development rights. These development rights are not distinct from franchise agreements, so upfront fees paid by franchisees for exclusive development rights are deferred and apportioned to each franchise agreement signed by the franchisee. The pro-rata amount apportioned to each franchise agreement is accounted for on a straight-line basis over the respective franchise agreement.

The Company is generally responsible for assembly and placement of equipment it sells to U.S., Canada, and Mexico based franchisee-owned clubs. Placement revenue is recognized upon completion and acceptance of the services at the franchise location.

Membership join fees are paid to the Company by franchisees for processing new membership transactions when a new member signs up for a membership to a franchisee-owned club. These fees are recognized as revenue as each transaction occurs.

The Company recognizes revenue from its PF Perks program, which are fees and commissions paid to the Company by certain brands and third-party retail partners for special discounts, promotions and offers to be made available to our members through our mobile application and website.

Corporate-owned clubs revenue

The following revenues are generated from clubs owned and operated by the Company.

Membership dues revenue

Customers are offered multiple membership choices varying in length. Membership dues are earned and recognized over the membership term on a straight-line basis.

Enrollment fee revenue

Enrollment fees are charged to new members at the commencement of their membership. The Company recognizes enrollment fees ratably over the estimated duration of the membership life, which is generally two years.

Annual membership fee revenue

Annual membership fees are annual fees charged to members in addition to monthly membership dues. The Company recognizes annual membership fees ratably over the corresponding 12-month period or as long as there is a service obligation to the member.

Other fees

The Company collects certain other fees from members in connection with their membership, including fees associated with certain member payments, which are recognized upon collection.

Retail sales

The Company sells Planet Fitness branded apparel, food, beverages, and other accessories. The revenue for these items is recognized at the point of sale.

Equipment revenue

The Company sells and delivers equipment purchased from third-party equipment manufacturers to U.S., Canada, and Mexico based franchisee-owned clubs. Revenue is recognized upon transfer of control of ordered items, generally upon delivery to the customer, which is when the customer obtains physical possession of the goods, legal title is transferred, the customer has all risks and rewards of ownership and an obligation to pay for the goods is created. Franchisees are charged for all freight costs incurred for the delivery of equipment. Freight revenue is recorded within equipment revenue and freight costs are recorded within cost of revenue. In most instances, the Company recognizes equipment revenue on a gross basis as management has determined the Company to be the principal in these transactions. Management determined the Company to be the principal in the transaction because the Company controls the equipment prior to delivery to the final customer as evidenced by its pricing discretion over the goods, inventory transfer of title and risk of loss while the inventory is in transit, and having the primary responsibility to fulfill the customer order and direct the third-party vendor.

(f) Deferred revenue

Franchise deferred revenue results from franchise fees and ADA fees paid by franchisees, as well as transfer fees, which are generally recognized on a straight-line basis over the term of the underlying franchise agreement. Deferred revenue is also recognized in the Corporate-owned clubs segment for cash received from members for enrollment fees, membership dues and annual fees for the portion not yet earned based on the membership period. Equipment deposits made at the time of ordering equipment are also deferred until the revenue recognition criteria are met.

(g) Cost of revenue

Cost of revenue consists primarily of direct costs associated with equipment sales, including freight costs, to new and existing franchisee-owned clubs in the U.S., Canada and Mexico and the cost of retail merchandise sold in corporate-owned clubs. Rebates from equipment vendors where the Company has recognized the related equipment revenue and costs are recorded as a reduction to the cost of revenue.

(h) Club operations

Club operations consists of the direct costs associated with our corporate-owned clubs, primarily payroll, rent, utilities, supplies, maintenance, insurance, and local and national advertising.

(i) Selling, general and administrative

Selling, general and administrative expenses are primarily associated with administrative, corporate-owned club and franchisee support functions related to our existing business as well as growth and development activities. These costs primarily consist of payroll, information technology, marketing, legal, accounting, consulting and insurance related expenses. These expenses include internal costs related to equipment placement and assembly services of $8.1 million, $7.6 million and $7.0 million, for the years ended December 31, 2025, 2024 and 2023, respectively.

(j) Accounts receivable

Accounts receivable is primarily comprised of amounts owed to the Company resulting from equipment and placement revenue. The Company evaluates its accounts receivable on an ongoing basis and may establish an allowance for uncollectible amounts based on collections and current credit conditions. Accounts are written off as uncollectible when it is determined that further collection efforts will be unsuccessful. Historically, the Company has not had a significant amount of write-offs.

(k) Inventory

The Company has inventory at period ends when the Company has title and risk of loss in advance of sale to its franchisees.

(l) Leases and asset retirement obligations

Leases

The Company leases space to operate corporate-owned clubs, equipment, office, and warehouse space. The Company currently leases the corporate headquarters, corporate-owned club headquarters and all but one of the corporate-owned clubs. Leases with an initial term of 12 months or less are not recorded on the balance sheet; the Company recognizes lease expense for these leases on a straight-line basis over the lease term. The Company accounts for fixed lease and non-lease components together as a single, combined lease component. Variable lease costs, which may include common area maintenance, insurance, and taxes are not included in the lease liability and are expensed in the period incurred.

Corporate-owned club leases generally have original lease terms of 10 to 12 years, and typically include one or more renewal options that can generally extend the lease term from three to 10 years or more. The exercise of lease renewal options is at the Company's sole discretion. The Company includes renewal options in the expected lease term when they are reasonably certain to be exercised.

At the inception of each lease, the Company determines its appropriate classification as an operating or financing lease. The majority of the Company's leases are operating leases. Operating lease assets and liabilities are recognized at the lease commencement date. Operating lease liabilities represent the present value of lease payments not yet paid, reduced by expected reimbursements from landlords. Operating lease right of use ("ROU") assets represent the right to use an underlying asset and are based upon the operating lease liabilities adjusted for prepayments, initial direct costs and lease incentives. To determine the present value of lease payments not yet paid, the Company estimates incremental secured borrowing rates corresponding to the maturities of the leases based upon interpolated rates using the Company's Notes. All ROU assets are periodically reviewed for impairment in accordance with standards that apply to long-lived assets.

The Company has an immaterial amount of non-real estate leases that are accounted for as finance leases under ASC 842 - *Leases*.

Leases typically contain rent escalations over the lease term. The Company recognizes expense for these leases on a straight-line basis over the lease term. Additionally, tenant incentives used to fund leasehold improvements reduce the ROU asset related to the lease. These tenant incentives are amortized as reduction of rent expense over the lease term.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

Asset retirement obligations

In accordance with ASC Topic 410, *Asset Retirement and Environmental Obligations*, the Company establishes assets and liabilities for the present value of estimated future costs to return certain leased facilities to their original condition. Such assets are depreciated on a straight-line basis over the lease period into operating expense, and the recorded liabilities are accreted to the future value of the estimated restoration costs.

(m) Property and equipment

Property and equipment is recorded at cost, or fair value when acquired as part of a business combination, and depreciated using the straight-line method over its related estimated useful life. Upon sale or retirement, the asset cost and related accumulated depreciation are removed from the respective accounts, and any related gain or loss is reflected in the consolidated statements of operations. Ordinary maintenance and repair costs are expensed as incurred. The estimated useful lives of the Company's property and equipment by class of asset, other than construction in progress, are as follows:

Buildings and building improvements	20 to 40 years
Information technology and systems	3 to 5 years
Fitness equipment	5 to 9 years
Furniture and fixtures	5 years
Vehicles	5 years
Leasehold improvements	Shorter of useful life of asset or lease term

(n) Advertising expenses

The Company expenses advertising costs as incurred. Advertising expenses for corporate-owned clubs are included within club operations and totaled $47.7 million, $43.1 million and $39.6 million for the years ended December 31, 2025, 2024 and 2023, respectively. In addition to expenses incurred by our NAFs ("NAF expense"), advertising related to the franchise segment is

included within selling, general and administrative expenses and totaled $2.0 million, $0.3 million and $2.5 million for the years ended December 31, 2025, 2024 and 2023, respectively. See Note 3 for discussion of the NAFs.

(o) Goodwill, long-lived assets, and other intangible assets

Goodwill and other intangible assets that arise from acquisitions are recorded in accordance with ASC Topic 805, *Business Combinations* and ASC Topic 350, *Intangibles—Goodwill and Other*. In accordance with this guidance, specifically identified intangible assets must be recorded as a separate asset from goodwill if either of the following two criteria is met: (1) the intangible asset acquired arises from contractual or other legal rights; or (2) the intangible asset is separable. Intangibles are typically trade and brand names, customer relationships, and reacquired franchise rights. Transactions are evaluated to determine whether any gain or loss on reacquired franchise rights, based on their fair value, should be recognized separately from identified intangibles. Goodwill is the excess of the purchase price over the fair value of identifiable net assets acquired in a business combination.

Goodwill and indefinite-lived intangible assets are not amortized, but are reviewed annually for impairment or more frequently if impairment indicators arise. Separable intangible assets that are not deemed to have an indefinite life are amortized over their estimated useful lives on either a straight-line or accelerated basis as deemed appropriate, and are reviewed for impairment when events or circumstances suggest that the assets may not be recoverable.

The Company performs its annual impairment assessment of goodwill and indefinite lived intangible assets on December 1 of each year. For goodwill, the annual impairment assessment begins with a qualitative assessment, where qualitative factors and their impact on critical inputs are assessed to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If the Company determines that a reporting unit has an indication of impairment based on the qualitative assessment, it is required to perform a quantitative assessment.

For indefinite lived intangible assets, the annual impairment assessment consists of comparing the carrying value of the asset to its estimated fair value. To the extent that the carrying value exceeds the fair value of the asset, an impairment is recorded to reduce the carrying value to its fair value. The Company is also permitted to make a qualitative assessment of whether it is more likely than not an indefinite lived intangible asset's fair value is less than its carrying value prior to applying the quantitative assessment. If based on the Company's qualitative assessment it is not more likely than not that the carrying value of the asset is less than its fair value, then a quantitative assessment is not required.

During the periods presented, the Company did not need to proceed beyond the qualitative analysis for its goodwill or indefinite lived intangible assets, and determined that no impairment charges were required.

The Company applies the provisions of ASC Topic 360, *Property, Plant and Equipment*, which requires that long-lived assets, including amortizable intangible assets and ROU assets, be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group to be tested for impairment, then assets are required to be grouped and evaluated at the lowest level for which there are identifiable cash flows that are largely independent of the cash flows of other groups of assets. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset or asset group to the undiscounted future net cash flows expected to be generated by the asset or asset group. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. There were no long-lived assets that were impaired during any of the periods presented.

(p) Income taxes

The Company accounts for income taxes using the asset and liability method. Deferred income taxes are recognized for the expected future tax consequences attributable to temporary differences between the carrying amount of the existing tax assets and liabilities and their respective tax basis. Deferred tax assets and liabilities are measured using enacted tax rates expected to be applied in the years in which temporary differences are expected to be recovered or settled. The principal items giving rise to temporary differences are the use of accelerated depreciation and certain basis differences resulting from acquisitions and the recapitalization transactions. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

Planet Fitness, Inc. is the sole managing member of Pla-Fit Holdings, which is treated as a partnership for U.S. federal and most applicable state and local income tax purposes. As a partnership, Pla-Fit Holdings is not subject to U.S. federal and certain state and local income taxes. Any taxable income or loss generated by Pla-Fit Holdings is passed through to and included in the taxable income or loss of its members, including Planet Fitness, Inc. following the recapitalization transactions, on a pro rata

basis. Planet Fitness, Inc. is subject to U.S. federal income taxes, in addition to state and local income taxes with respect to the allocable share of any taxable income of Pla-Fit Holdings. The Company is also subject to taxes in certain foreign jurisdictions.

The Company recognizes the effect of income tax positions only if those positions are more likely than not to be sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs (see Note 16).

(q) Tax benefit arrangements

The Company's acquisition of Holdings Units in connection with the IPO and certain future and past exchanges of Holdings Units for shares of the Company's Class A common stock (or cash at the option of the Company) are expected to produce and have produced favorable tax attributes. In connection with the IPO, the Company entered into two tax receivable agreements, pursuant to which the Company is required to make payments to certain current or former holders of equity interests or their successors-in-interest ("TRA Holders"). Under the first of those agreements, the Company generally is required to pay to certain existing and previous equity owners of Pla-Fit Holdings, LLC 85% of the applicable tax savings, if any, in U.S. federal and state income tax that the Company is deemed to realize as a result of certain tax attributes of their Holdings Units sold to the Company (or exchanged in a taxable sale) and that are created as a result of (i) the exchanges of their Holdings Units for shares of Class A common stock and (ii) tax benefits attributable to payments made under the tax receivable agreement (including imputed interest). Under the second tax receivable agreement, the Company generally is required to pay 85% of the amount of tax savings, if any, that the Company is deemed to realize as a result of tax attributes of certain equity interests previously held by affiliates of TSG that resulted from TSG's purchase of interests in our 2012 acquisition, and certain other tax benefits. Under both agreements, the Company generally retains the remaining 15% benefit of the applicable tax savings.

Based on current projections, the Company anticipates having sufficient taxable income to utilize these tax attributes and receive corresponding tax deductions in future periods. Accordingly, as of December 31, 2025 the Company has recorded a liability of $415.8 million payable to the TRA Holders under the tax benefit obligations, representing approximately 85% of the calculated expected tax savings based on the original basis adjustments the Company anticipates being able to utilize in future years. Changes in the liability resulting from historical changes under these tax benefit arrangements may occur based on changes in anticipated future taxable income, changes in applicable tax rates or other changes in tax attributes that may occur and impact the expected future tax benefits to be received by the Company. Changes in the projected liability under these tax benefit arrangements are and will be recorded as a component of other income (expense) each period. The projection of future taxable income involves significant judgment. Actual taxable income may differ from estimates, which could significantly impact the liability under the tax benefit arrangements and the Company's consolidated results of operations.

(r) Fair value

ASC 820, *Fair Value Measurements and Disclosures*, establishes a three-level valuation hierarchy for disclosure of fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. Categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The three levels are defined as follows:

Level 1—Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2—Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3—Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

Certain of the Company's financial instruments, including cash and cash equivalents, restricted cash, accounts receivable, accounts payable, accrued expenses and other current liabilities are carried at cost, which approximates their fair value because of their short-term nature. See Note 7 for investments that are measured at fair value on a recurring basis and Note 10 for long-term debt held at carrying value on the consolidated balance sheet.

(s) Investments

The Company's investments consist of available-for-sale and held-to-maturity investments in debt securities and equity method investments.

Available-for-sale marketable debt securities

Marketable debt securities primarily consist of commercial paper, corporate debt securities, U.S. treasury securities, and U.S. government agency securities. We classify our marketable debt securities as available-for-sale at the time of purchase and reevaluate such classification at each balance sheet date. We may sell these securities at any time for use in current operations even if they have not yet reached maturity. The Company invests in a diversified portfolio of marketable debt securities and limits the concentration of its investment in any particular security. Securities with maturities greater than three months, but less than one year, are included in short-term marketable securities and securities with maturities greater than one year are included in long-term marketable securities on the consolidated balance sheets, respectively. All marketable debt securities classified as available-for-sale are reported at fair value.

If the estimated fair value of an available-for-sale debt security is below its amortized cost basis, then the Company evaluates the security for impairment. The Company considers its intent to sell the security or whether it is more likely than not that it will be required to sell the security before recovery of its amortized basis. If either of these criteria are met, the debt security's amortized cost basis is written down to fair value through other income (expense), net in the consolidated statements of operations. If neither of these criteria are met, the Company evaluates whether unrealized losses have resulted from a credit loss or other factors. The factors considered in determining whether a credit loss exists can include the extent to which fair value is less than the amortized cost basis, changes to the rating of the security by a rating agency, any adverse conditions specifically related to the security, as well as other factors. An impairment relating to credit losses is recorded through an allowance for credit losses reported in other income (expense), net in the consolidated statements of operations. The allowance is limited by the amount that the fair value of the debt security is below its amortized cost basis. When a credit loss exists, the Company compares the present value of cash flows expected to be collected from the debt security with the amortized cost basis of the security to determine what allowance amount, if any, should be recorded. Unrealized gains or losses not resulting from credit losses or impairment are recorded through accumulated other comprehensive income (loss). Realized gains and losses from the sale of marketable securities are determined based on the specific identification method and are reported in other income (expense), net in the consolidated statements of operations. Interest income from marketable securities is recognized as earned within the consolidated statement of operations. The accretion of marketable debt security discounts to maturity is recognized within interest income.

Held-to-maturity debt securities

Held-to-maturity debt securities are financial instruments for which the Company has the intent and ability to hold to maturity and are reported at amortized cost. The Company reserves for expected credit losses on held-to-maturity debt securities through the allowance for expected credit losses. The Company utilizes a probability-of-default ("PD") and loss-given-default ("LGD") methodology to calculate the allowance for expected credit losses. The allowance for expected credit losses estimate reflects a lifetime loss estimate and is based on historical loss information for assets with similar risk characteristics, adjusted for management's expectations. Adjustments for management's expectations may be based on factors such as investee earnings performance, recent financing rounds at reduced valuations, potential refinancing events, changes in the regulatory, economic or technological environment of an investee or doubt about an investee's ability to continue as a going concern. An increase or a decrease in the allowance for expected credit losses is recorded through other gain (loss) as a credit loss expense or a reversal thereof. The allowance for expected credit losses is presented as a deduction from the amortized cost. A held-to-maturity debt security is written off when deemed uncollectible.

Equity method investments

The Company accounts for investments under the equity method if it holds less than 50% of the voting stock, has the ability to exercise significant influence, and the entity is not a VIE in which the Company is the primary beneficiary. These investments are recorded initially at cost as a non-current asset on the consolidated balance sheets. The Company records its interest in the net earnings of its equity method investees along with adjustments for unrealized profits or losses on intra-entity transactions and amortization of basis differences, within losses from equity-method investments, net of tax in the consolidated statements of operations. Basis differences represent differences between the cost of the investment and the underlying equity in net assets of the investment and are amortized into losses from equity method investments over the useful lives of the underlying assets that gave rise to them. Equity method goodwill is not amortized or tested for impairment; instead the equity method investment is tested for impairment. The Company records its interest in the net earnings of its equity method investments based on the most recently available financial statements of the investees.

The Company evaluates its equity method investments for impairment whenever an event or change in circumstances occurs that may have a significant adverse impact on the fair value of the investment. If a loss in value has occurred and is deemed to be other than temporary, an impairment loss is recorded in the period the impairment occurs in the consolidated statements of operations. The Company did not record any impairment charges on any of its equity method investments during any periods presented.

(t) Equity-based compensation

The Company has an equity-based compensation plan under which employees and directors provide services to the Company and receive equity instruments as consideration from the Company. The compensation expense is determined based on the fair value of the award as of the grant date. Compensation expense is recognized over the vesting period, which is the period over which all of the specified vesting conditions are satisfied. For awards with graded vesting, the fair value of each tranche is recognized over its respective vesting period. For awards with performance targets, the Company recognizes compensation expense ratably over the required service period based on its estimate of the number of shares that will vest upon achieving the measurement criteria. The Company accounts for forfeitures as they occur by reversing compensation cost for unvested awards when the award is forfeited. See Note 14 for further information.

(u) Business combinations

The Company accounts for business combinations using the purchase method of accounting which results in the assets acquired and liabilities assumed being recorded at fair value.

The valuation methodologies used are based on the nature of the asset or liability. The significant assets and liabilities measured at fair value include property and equipment, intangible assets, and favorable and unfavorable leases. For the 2012 Acquisition, intangible assets consisted of trade and brand names, member relationships, franchisee relationships related to both the franchise and equipment segments, non-compete agreements, order backlog and favorable and unfavorable leases. For other acquisitions, which consist of acquisitions of clubs from franchisees, intangible assets generally consist of member relationships, re-acquired franchise rights, and favorable and unfavorable leases.

The Company uses a variety of information sources to determine the estimated fair values of acquired assets and liabilities, including third-party valuation experts. The fair value of trade and brand names is estimated using the relief from royalty method, an income approach to valuation, which includes projecting future system-wide sales and other estimates. Membership relationships and franchisee relationships are valued based on an estimate of future revenues and costs related to the respective contracts over the remaining expected lives. The Company's valuation includes assumptions related to the projected attrition and renewal rates on those existing franchise and membership arrangements being valued. Re-acquired franchise rights are valued using an excess earnings approach. The valuation of re-acquired franchise rights is determined using a multi-period excess earnings method under the income approach. For re-acquired franchise rights with terms that are either favorable or unfavorable to the terms included in current franchise agreements, a gain or charge is recorded at the time of the acquisition to the extent of the favorability or unfavorability, respectively. Favorable and unfavorable operating leases are recorded based on differences between contractual rents under the respective lease agreements and prevailing market rents at the lease acquisition date, and are recorded as a component of the ROU asset. Real and personal property asset valuation is determined using the replacement cost approach.

The Company considers its trade and brand name intangible assets to have an indefinite useful life, and, therefore, these assets are not amortized but rather are tested for impairment annually as discussed above. Finite-lived intangible assets, such as re-acquired franchise rights and member relationships are subject to amortization over the assets' estimated useful lives based on the pattern in which the economic benefits are expected to be received, which may be straight-line or an accelerated method. Favorable and unfavorable operating leases are amortized into rental expense over the lease term of the respective leases using the straight-line method.

(v) Guarantees

The Company, as a guarantor, is required to recognize, at inception of the guaranty, a liability for the fair value of the obligation undertaken in issuing the guarantee. See Note 17 for further discussion of such obligations guaranteed.

(w) Contingencies

The Company records estimated future losses related to contingencies when such amounts are probable and estimable. The Company includes estimated legal fees related to such contingencies as part of the accrual for estimated future losses.

(x) Non-controlling interests

Non-controlling interests represent third-party interests in certain of the Company's subsidiaries. Allocation of net income or loss is generally based upon relative ownership interests held by equity owners in each subsidiary or based upon contractual arrangements. If such contractual arrangements are substantive and provide for a disproportionate allocation of economic returns among equity holders, the Company uses the hypothetical liquidation at book value ("HLBV") method to allocate net income or loss of the subsidiary. The HLBV method is a balance sheet focused approach which measures each party's capital account at each balance sheet date to determine the amount that the Company would receive if the subsidiary were to hypothetically liquidate its net assets at their carrying values determined in accordance with GAAP and distribute such hypothetical proceeds based on the liquidation rights and priorities defined in the contractual arrangement. Under the HLBV method, net income or losses of the subsidiary are attributed based on the change in each party's capital account between the beginning and the end of the reporting period, after adjusting for capital contributions and distributions. The proportion of net income or losses attributed to non-controlling interests under the HLBV method is subject to change as the net assets in the subsidiary change.

(y) Reclassification

Certain amounts have been reclassified to conform to current year presentation.

(z) Recent accounting pronouncements

The FASB issued ASU No. 2023-09, *Improvements to Income Tax Disclosures*, in December 2023. The standard requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. The standard is intended to benefit investors by providing more detailed income tax disclosures that would be useful in making capital allocation decisions and applies to all entities subject to income taxes. The Company adopted the new guidance beginning for fiscal year 2025. See Note 16 for the Company's disclosures in accordance with this new guidance.

The FASB issued ASU No. 2024-03, *Disaggregation of Income Statement Expenses*, in November 2024. The standard requires disaggregated disclosures in the notes to the consolidated financial statements of certain expense categories that are included in expense line items on the face of the income statement. The new standard is effective for fiscal years beginning after December 15, 2026 on a prospective basis with the option to apply it retrospectively, and for interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. The Company is currently evaluating the impact of adoption on our financial disclosures.

The FASB issued ASU No. 2025-06, Targeted Improvements to the Accounting for Internal-Use Software, in September 2025. The standard modernizes the capitalization criteria for internal-use software, eliminating references to project stages and instead requiring that projects meet completion probability criteria before costs can be capitalized. The new standard is effective for fiscal years beginning after December 15, 2027 and can be applied using a prospective, retrospective, or modified transition approach. Early adoption is permitted as of the beginning of an annual reporting period. The Company is currently evaluating the impact of adoption on our consolidated financial statements and disclosures.

(3) National advertising fund

The Company established the NAF for the creation and development of marketing, advertising, and related programs and materials for all Planet Fitness clubs located in the United States. Additionally, the Company established the CAF for the creation and development of marketing, advertising, and related programs and materials for all Planet Fitness clubs located in Canada. On behalf of the NAFs, the Company collects approximately 2% annually of gross monthly and annual membership dues, from franchisees, in accordance with the provisions of the franchise agreements, which is reflected as NAF revenue on the consolidated statements of operations. The Company also contributes 2% annually of gross monthly and annual membership dues from clubs owned by the Company to the NAFs, which are reflected in club operations expense in the consolidated statements of operations. The use of amounts received by the NAFs are restricted to advertising, product development, public relations, merchandising, and administrative expenses and programs to increase sales and further enhance the public reputation of the Planet Fitness brand. The Company consolidates and reports all assets and liabilities held by the NAFs within the consolidated financial statements. Amounts received or receivable by the NAFs are recorded within current assets and current liabilities on the consolidated balance sheets. The Company provides administrative services to the NAFs and charges the NAFs a fee for providing those services. These services include accounting, information technology, data processing, product development, legal and administrative support, and other operating expenses, which amounted to $6.6 million, $5.9 million and

$3.7 million for the years ended December 31, 2025, 2024 and 2023, respectively. Fees paid to the Company by the NAFs are reflected as expense in the NAF expense caption on the consolidated statement of operations, and reflected as a corresponding reduction in general and administrative expenses in the consolidated statements of operations.

Assets and liabilities of the NAFs, which are restricted in their use, included in the consolidated balance sheets were as follows:

	As of December 31,	
(in thousands)	**2025**	**2024**
Assets		
Cash & cash equivalents	$ 7,502	$ 10,951
Other current assets	2,193	2,727
Total current assets	$ 9,695	$ 13,678
Liabilities		
Accounts payable	$ 1,929	$ 2,078
Accrued expenses and other current liabilities	6,921	7,488
Total current liabilities	$ 8,850	$ 9,566

(4) Acquisitions

Florida Acquisition

On April 16, 2023, the Company purchased from one of its franchisees a majority of the assets associated with four franchisee clubs operating in Florida (the "Florida Acquisition") for cash consideration of $26.3 million. As a result of the transaction, the Company incurred a loss on unfavorable reacquired franchise rights of $0.1 million, which is included in other losses, net on the consolidated statement of operations. The loss incurred reduced the net purchase price to $26.2 million. The Company financed the purchase through cash on hand. The acquired clubs are included in the Corporate-owned clubs segment.

The allocation of the purchase consideration was as follows:

(in thousands)	Amount
Property and equipment	$ 3,851
Right of use assets	5,424
Other long-term assets	95
Intangible assets	6,880
Goodwill	14,812
Deferred revenue	(687)
Other current liabilities	(17)
Lease liabilities	(4,204)
Total	$ 26,154

The goodwill created through the purchase is attributable to the assumed future value of the cash flows from the clubs acquired. The goodwill is amortizable and deductible for tax purposes over 15 years.

The following table sets forth the components of identifiable intangible assets acquired in the Florida Acquisition and their estimated useful lives in years as of the date of the acquisition:

(in thousands)	Fair value	Useful life
Reacquired franchise rights [1]	$ 6,650	6.8
Customer relationships [2]	230	6.0
Total intangible assets subject to amortization	$ 6,880	

[1] Reacquired franchise rights represent the fair value of the reacquired franchise agreements using the income approach, specifically, the multi-period excess earnings method.
[2] Customer relationships represent the fair value of the existing contractual customer relationships using the income approach, specifically, the multi-period excess earnings method.

The acquisition did not have a material effect on the results of operations of the Company.

(5) Sale of corporate-owned clubs

On August 19, 2025, the Company sold 8 corporate-owned clubs located in California to a franchisee for $21.6 million. The net value of assets derecognized in connection with the sale amounted to $15.2 million, which included goodwill of $10.5 million, intangible assets of $0.2 million, and net tangible assets of $4.4 million. The transaction resulted in a gain on sale of corporate-owned clubs of $6.4 million during the year ended December 31, 2025, which was included in other (gain) loss, net on the consolidated statements of operations.

(6) Property and equipment

Property and equipment consists of the following:

(in thousands)	As of December 31, 2025	2024
Land	$ 431	$ 431
Equipment	208,134	178,261
Leasehold improvements	457,680	395,353
Buildings and improvements	3,482	3,482
Furniture & fixtures	100,448	84,365
Information technology and systems assets	139,481	121,845
Other	2,727	2,206
Construction in progress	8,216	8,166
Total property and equipment	$ 920,599	$ 794,109
Accumulated depreciation	(453,852)	(370,118)
Total property and equipment, net	$ 466,747	$ 423,991

The Company recorded depreciation expense of $119.0 million, $111.1 million and $97.9 million for the years ended December 31, 2025, 2024 and 2023, respectively.

(7) Investments

Marketable securities

The following tables summarize the amortized cost, net unrealized gains and losses, fair value, and the level in the fair value hierarchy of the Company's available-for-sale investments in marketable securities as of December 31, 2025 and 2024. As of December 31, 2025, the marketable securities had maturity dates ranging from less than one month to approximately 23 months. Realized gains and losses were insignificant for the years ended December 31, 2025 and 2024.

	December 31, 2025				
(in thousands)	Amortized Cost	Unrealized Gains (Losses), Net	Fair Value[1]	Level 1	Level 2
Cash equivalents					
Money market funds	$ 407	$ —	$ 407	$ 407	$ —
Total cash equivalents	407	—	407	407	—
Short-term marketable securities					
Corporate debt securities	99,371	205	99,576	—	99,576
Commercial paper	7,185	—	7,185	—	7,185
Total short-term marketable securities	106,556	205	106,761	—	106,761
Long-term marketable securities					
Corporate debt securities	88,078	185	88,263	—	88,263
Total long-term marketable securities	88,078	185	88,263	—	88,263
Total cash equivalents and marketable securities	$ 195,041	$ 390	$ 195,431	$ 407	$ 195,024

	December 31, 2024				
(in thousands)	Amortized Cost	Unrealized Gains (Losses), Net	Fair Value[1]	Level 1	Level 2
Cash equivalents					
Money market funds	$ 236	$ —	$ 236	$ 236	$ —
Commercial paper	3,996	—	3,996	—	3,996
U.S. treasury securities	2,650	—	2,650	—	2,650
Total cash equivalents	6,882	—	6,882	236	6,646
Short-term marketable securities					
Corporate debt securities	98,915	181	99,096	—	99,096
Commercial paper	9,082	10	9,092	—	9,092
U.S. treasury securities	1,999	—	1,999	—	1,999
U.S. government agency securities	3,971	5	3,976	—	3,976
Total short-term marketable securities	113,967	196	114,163	—	114,163
Long-term marketable securities					
Corporate debt securities	62,728	(55)	62,673	—	62,673
U.S. government agency securities	3,000	(5)	2,995	—	2,995
Total long-term marketable securities	65,728	(60)	65,668	—	65,668
Total cash equivalents and marketable securities	$ 186,577	$ 136	$ 186,713	$ 236	$ 186,477

[1] Fair values were determined using market prices obtained from third-party pricing sources.

For marketable securities with unrealized loss positions, the Company does not intend to sell these securities and it is more likely than not that the Company will hold these securities until maturity or a recovery of the cost basis and they are therefore all categorized as available for sale. No allowance for credit losses was recorded for these securities as of December 31, 2025.

Held-to-maturity debt security

The Company has a debt security investment that consists of redeemable preferred shares with a contractual maturity in 2026, however, due to certain subordination clauses in the preferred share agreement, repayment obligations are subordinated to other instruments that mature in 2030. The investment is classified as held-to-maturity and measured at amortized cost within investments in the consolidated balance sheets. The Company reviews its held-to-maturity securities for expected credit losses under ASC Topic 326, *Financial Instruments – Credit Losses*, on an ongoing basis.

The Company utilizes probability-of-default and loss-given-default methodologies to estimate the allowance for expected credit losses using historical lifetime loss information for assets with similar risk characteristics, adjusted for management's expectations. Adjustments for management's expectations were based on the investee's recent financial results, and forward-looking financial forecasts. Based upon its analysis, the Company recorded a credit loss expense of $5.6 million, $1.1 million and $2.7 million during the years ended December 31, 2025, 2024, and 2023, respectively, on the adjustment of its allowance for credit losses within other income (expense), net on the consolidated statements of operations.

The amortized cost of the Company's held-to-maturity debt security investment, which includes accrued dividends, was $34.9 million and $32.5 million as of December 31, 2025 and 2024, respectively. The amortized cost, net of the allowance for expected credit losses, approximates fair value. The Company recognized dividend income of $2.3 million, $2.2 million and $2.1 million during the years ended December 31, 2025, 2024 and 2023, respectively, within other income (expense), net on the consolidated statements of operations.

A rollforward of the Company's allowance for expected credit losses on its held-to-maturity investment is as follows:

	Years Ended December 31,	
(in thousands)	2025	2024
Beginning allowance for expected credit losses	$ 18,834	$ 17,689
Loss on adjustment of allowance for credit losses on held-to-maturity investment	5,590	1,145
Write-offs, net of recoveries	—	—
Ending allowance for expected credit losses	$ 24,424	$ 18,834

Equity method investments

For the following investments, the Company recorded its proportionate share of the investees' earnings, prepared in accordance with U.S. GAAP, on a one-month lag, with adjustments to eliminate unrealized profits on intra-entity sales, if any, and the amortization of basis differences, within losses from equity-method investments, net of tax on the consolidated statements of operations. As of December 31, 2025 and 2024, the Company determined that no impairment of its equity method investments existed.

As of December 31, 2025 and 2024, the Company held a 22.0% and 21.8% ownership interest, respectively, in Bravo Fit Holdings Pty Ltd, a franchisee of the Company and club operator in Australia, which is deemed to be a related party, for a total investment carrying value of $12.5 million and $13.0 million, respectively. The difference between the carrying amount of the Company's investment and the underlying amount of equity in net assets of the investment was $4.5 million and $5.4 million as of December 31, 2025 and 2024, respectively. This basis difference is attributable to intangible assets, which are being amortized on a straight-line basis over a weighted-average life of 9 years, and equity method goodwill. The Company's proportionate share of the losses in accordance with the equity method was $0.6 million, $1.4 million and $1.0 million for the years ended December 31, 2025, 2024 and 2023, respectively, which included the amortization of basis difference of $0.3 million.

As of December 31, 2025 and 2024, the Company held a 33.2% ownership interest in Planet Fitmex, LLC, a franchisee of the Company and club operator in Mexico, which is deemed to be a related party, for a total investment carrying value of $46.8 million and $49.0 million, respectively. The difference between the carrying amount of the Company's investment and the underlying amount of equity in net assets of the investment was $16.5 million and $21.7 million as of December 31, 2025 and 2024, respectively. This basis difference is attributable to intangible assets, which are being amortized on a straight-line basis over a weighted-average life of 9 years, and equity method goodwill. The Company's proportionate share of the losses in accordance with the equity method was $2.2 million, $2.6 million and $1.0 million for the years ended December 31, 2025, 2024, and 2023, respectively, which included the amortization of basis difference of $0.7 million, $0.7 million and $0.2 million.

(8) Leases

The right-of-use assets and lease liabilities for operating and finance leases, including their classification in the consolidated balance sheets, were as follows:

(in thousands)		As of December 31,	
Leases	**Balance Sheet Classification**	**2025**	**2024**
Assets			
Operating	Right of use asset, net	$ 409,320	$ 395,174
Finance	Property and equipment, net	964	85
Total lease assets		$ 410,284	$ 395,259
Liabilities			
Current:			
Operating	Other current liabilities	$ 44,397	$ 37,031
Finance	Other current liabilities	203	70
Noncurrent:			
Operating	Lease liabilities, net of current portion	419,120	405,324
Finance	Other liabilities	773	20
Total lease liabilities		$ 464,493	$ 442,445
Weighted-average remaining lease term - operating leases		7.8 years	7.7 years
Weighted-average discount rate - operating leases		5.9%	5.6%

The components of lease cost were as follows:

	Years Ended December 31,		
(in thousands)	**2025**	**2024**	**2023**
Operating lease cost	$ 78,003	$ 71,278	$ 64,187
Variable lease cost	28,618	27,716	22,718
Total lease cost	$ 106,621	$ 98,994	$ 86,905

The Company's costs related to short-term leases, those with a duration between one and 12 months, were immaterial.

Supplemental disclosures of cash flow information related to leases were as follows:

	Years Ended December 31,		
(in thousands)	**2025**	**2024**	**2023**
Cash paid, net, for lease liabilities	$ 66,228	$ 58,231	$ 56,145
Operating lease ROU assets obtained in exchange for operating lease liabilities, excluding Acquisitions	$ 83,553	$ 63,475	$ 67,242
Acquisition-related operating lease ROU assets obtained in exchange for operating lease liabilities	$ —	$ —	$ 5,424

Maturities of lease liabilities as of December 31, 2025 were as follows:

(in thousands)	Amount
2026	$ 87,028
2027	77,363
2028	82,838
2029	79,080
2030	69,718
Thereafter	203,263
Total lease payments	$ 599,290
Less: imputed interest	(134,797)
Present value of future minimum lease liabilities	$ 464,493

As of December 31, 2025, operating lease payments exclude approximately $33.6 million of legally binding minimum lease payments for leases signed but not yet commenced.

(9) Goodwill and intangible assets

Changes in the carrying amount of goodwill by reportable segment were as follows:

(in thousands)	Franchise	Corporate-owned Clubs	Equipment	Amount
Goodwill at December 31, 2024	$ 16,938	$ 611,029	$ 92,666	$ 720,633
Acquisitions	—	1,878	—	1,878
Sale of corporate-owned clubs	—	(10,546)	—	(10,546)
Foreign currency translation	—	485	—	485
Goodwill at December 31, 2025	$ 16,938	$ 602,846	$ 92,666	$ 712,450

In December 2025, the Company's operating entity in Spain completed an immaterial acquisition of two clubs. The acquisition resulted in the addition of $1.9 million in the carrying value of goodwill, which is based on the Company's preliminary allocation of the purchase consideration and may be subject to change within the measurement period.

A summary of intangible assets is as follows:

	December 31, 2025			December 31, 2024		
(in thousands)	Gross carrying amount	Accumulated amortization	Net carrying Amount	Gross carrying amount	Accumulated amortization	Net carrying Amount
Finite-lived intangible assets:						
Customer relationships	$ 199,043	$ (186,199)	$ 12,844	$ 199,043	$ (183,046)	$ 15,997
Reacquired franchise rights	274,708	(147,547)	127,161	274,708	(113,987)	160,721
Total finite-lived intangible assets	473,751	(333,746)	140,005	473,751	(297,033)	176,718
Indefinite-lived intangible assets:						
Trade and brand names	146,404	—	146,404	146,600	—	146,600
Total intangible assets	$ 620,155	$ (333,746)	$ 286,409	$ 620,351	$ (297,033)	$ 323,318

Our customer relationships and reacquired franchise rights are amortized over a weighted-average amortization period of 10.6 and 10.7 years, respectively.

Amortization expense related to the finite-lived intangible assets totaled $36.8 million, $49.2 million, and $51.5 million for the years ended December 31, 2025, 2024 and 2023, respectively. The anticipated annual amortization expense to be recognized in future years as of December 31, 2025 is as follows:

(in thousands)	Amount
2026	$ 32,079
2027	27,956
2028	27,300
2029	23,675
2030	17,920
Thereafter	11,075
Total	$ 140,005

(10) Long-term debt

Long-term debt consists of the following:

	As of December 31,	
(in thousands)	2025	2024
2019-1 Class A-2 notes	517,000	522,500
2022-1 Class A-2-I notes	—	413,312
2022-1 Class A-2-II notes	457,188	461,938
2024-1 Class A-2-I notes	419,688	423,938
2024-1 Class A-2-II notes	370,312	374,062
2025-1 Class A-2-I notes	400,000	—
2025-1 Class A-2-II notes	350,000	—
Total debt, excluding deferred financing costs	2,514,188	2,195,750
Deferred financing costs, net of accumulated amortization	(31,934)	(25,221)
Total debt, net	2,482,254	2,170,529
Current portion of long-term debt	23,875	22,500
Long-term debt, net of current portion	$ 2,458,379	$ 2,148,029

Future annual principal payments of long-term debt as of December 31, 2025 are as follows:

(in thousands)	Amount
2026	$ 23,875
2027	25,750
2028	25,750
2029	923,438
2030	397,000
Thereafter	1,118,375
Total	$ 2,514,188

The carrying value and estimated fair value of long-term debt were as follows:

	December 31, 2025		December 31, 2024	
(in thousands)	Carrying value	Estimated fair value[1]	Carrying value	Estimated fair value[1]
Long-term debt	$ 2,514,188	$ 2,486,700	$ 2,195,750	$ 2,082,034

[1] The estimated fair value of the Company's fixed rate long-term debt is estimated primarily based on current bid prices for the long-term debt. Judgment is required to develop these estimates. As such, the fair value of long-term debt is classified within Level 2, as defined under U.S. GAAP.

On August 1, 2018, Planet Fitness Master Issuer LLC (the "Master Issuer"), a limited-purpose, bankruptcy remote, wholly-owned indirect subsidiary of Pla-Fit Holdings, LLC, entered into a base indenture and a related supplemental indenture (collectively, the "2018 Indenture") under which the Master Issuer may issue multiple series of notes. On the same date, the Master Issuer issued Series 2018-1 4.262% Fixed Rate Senior Secured Notes, Class A-2-I (the "2018 Class A-2-I Notes") with an initial principal amount of $575,000 and Series 2018-1 4.666% Fixed Rate Senior Secured Notes, Class A-2-II (the "2018 Class A-2-II Notes" and, together with the 2018 Class A-2-I Notes, the "2018 Notes") with an initial principal amount of $625.0 million.

On December 3, 2019, the Master Issuer issued Series 2019-1 3.858% Fixed Rate Senior Secured Notes, Class A-2 (the "2019 Notes") with an initial principal amount of $550.0 million. The 2019 Notes were issued under the 2018 Indenture and a related supplemental indenture dated December 3, 2019 (together, the "2019 Indenture").

On February 10, 2022, the Company completed a prepayment in full of its 2018 Class A-2-I Notes and an issuance of Series 2022-1 3.251% Fixed Rate Senior Secured Notes, Class A-2-I (the "2022 Class A-2-I Notes") with an initial principal amount of $425.0 million and Series 2022-1 4.008% Fixed Rate Senior Secured Notes, Class A-2-II (the "2022 Class A-2-II Notes" and together with the 2022 Class A-2-I Notes, the "2022 Notes") with an initial principal amount of $475.0 million (the "2022 Notes"), and also entered into a revolving financing facility that allows for the issuance of up to $75.0 million in Variable Funding Notes (the "2022 Variable Funding Notes") and certain Letters of Credit (the issuance of such notes, the "Series 2022-1 Issuance"). The 2022 Notes were issued under the 2018 Indenture and a related supplemental indenture dated February 10, 2022 (together, the "2022 Indenture").

On June 12, 2024, the Company completed a prepayment in full of its 2018 Class A-2-II Notes and an issuance of Series 2024-1 5.765% Fixed Rate Senior Secured Notes, Class A-2-I (the "2024 Class A-2-I Notes") with an initial principal amount of $425.0 million and Series 2024-1 6.237% Fixed Rate Senior Secured Notes, Class A-2-II (the "2024 Class A-2-II Notes" and together with the 2024 Class A-2-I Notes, the "2024 Notes") with an initial principal amount of $375.0 million. The 2024 Notes were issued under the 2018 Indenture and a related supplemental indenture dated June 12, 2024 (together, the "2024 Indenture" and the issuance of such notes, the "Series 2024-1 Issuance").

On December 15, 2025, the Company completed a prepayment in full of its 2022-1 Class A-2-I Notes and an issuance of Series 2025-1 5.274% Fixed Rate Senior Secured Notes, Class A-2-I (the "2025 Class A-2-I Notes") with an initial principal amount of $400.0 million and Series 2025-1 5.649% Fixed Rate Senior Secured Notes, Class A-2-II (the "2025 Class A-2-II Notes" and together with the 2025 Class A-2-I Notes, the "2025 Notes" and, together with the 2018 Notes, 2019 Notes, 2022 Notes, and 2024 Notes, the "Notes") with an initial principal amount of $350.0 million, and also entered into a new revolving financing facility that allows for the issuance of up to $75.0 million in Variable Funding Notes (the "2025 Variable Funding Notes") and certain Letters of Credit (the issuance of such notes, the "Series 2025-1 Issuance"). The 2025 Notes were issued under the 2018 Indenture and a related supplemental indenture dated December 15, 2025 (together, with the 2019 Indenture, 2022 Indenture, and the 2024 Indenture, the "Indenture"). Together, the Notes, the 2022 Variable Funding Notes and the 2025 Variable Funding Notes will be referred to as the "Securitized Senior Notes".

The Notes were issued in securitization transactions pursuant to which most of the Company's domestic revenue-generating assets, consisting principally of franchise-related agreements, certain corporate-owned club assets, equipment supply agreements and intellectual property and license agreements for the use of intellectual property, were assigned to the Master Issuer and certain other limited-purpose, bankruptcy remote, wholly-owned indirect subsidiaries of the Company that act as guarantors of the outstanding Securitized Senior Notes and that have pledged substantially all of their assets to secure the Securitized Senior Notes.

Interest and principal payments on the outstanding Notes are payable on a quarterly basis. The requirement to make such quarterly principal payments on the Notes is subject to certain financial conditions set forth in the Indenture. The legal final maturity date of the 2019 Notes is in December 2049, but it is anticipated that, unless earlier prepaid to the extent permitted under the Indenture, the 2019 Notes will be repaid in or prior to December 2029 (the "2019 Notes Anticipated Repayment Date"). The legal final maturity date of the 2022 Notes is in February 2052, but it is anticipated that, unless earlier prepaid to the extent permitted under the Indenture, the 2022 Class A-2-II Notes will be repaid in or prior to December 2031 (the "2022 Notes Anticipated Repayment Dates"). The legal final maturity date of the 2024 Notes is in June 2054, but it is anticipated that, unless earlier prepaid to the extent permitted under the Indenture, the 2024 Class A-2-I Notes will be repaid in or prior to June 2029 and the 2024 Class A-2-II Notes will be repaid in or prior to June 2034 (together, the "2024 Notes Anticipated Repayment Dates").The legal final maturity date of the 2025 Notes is in December 2055, but it is anticipated that, unless earlier prepaid to the extent permitted under the Indenture, the 2025 Class A-2-I Notes will be repaid in or prior to December 2030 and the 2025 Class A-2-II Notes will be repaid in or prior to December 2032 (together, the "2025 Notes Anticipated Repayment Dates" and together with the 2019 Notes Anticipated Repayment Date, the 2022 Notes Anticipated Repayment Dates and the 2024 Notes

Anticipated Repayment Dates, the "Anticipated Repayment Dates"). If the Master Issuer has not repaid or refinanced the outstanding Notes prior to the respective Anticipated Repayment Dates, additional interest will accrue pursuant to the Indenture.

If outstanding, the 2022 Variable Funding Notes and 2025 Variable Funding Notes will each accrue interest at a variable interest rate based on (i) the prime rate, (ii) overnight federal funds rates, (iii) the secured overnight financing rate for U.S. Dollars, or (iv) with respect to advances made by conduit investors, the weighted average cost of, or related to, the issuance of commercial paper allocated to fund or maintain such advances, in each case plus any applicable margin and as specified in the applicable Variable Funding Notes. There is a commitment fee on the unused portion of each series of Variable Funding Notes of 0.5% based on utilization. It is anticipated that the principal and interest on the 2022 Variable Funding Notes and 2025 Variable Funding Notes, if any, will be repaid in full on or prior to December 2026 and December 2028, respectively, in each case subject to two additional one-year extension options. Following the applicable anticipated repayment date (and any extensions thereof), additional interest will accrue on each series of Variable Funding Notes equal to 5.0% per year.

In connection with the issuance of the 2019 Notes, 2022 Notes, 2024 Notes, and 2025 Notes, the Company incurred debt issuance costs of $10.6 million, $16.2 million, $12.1 million, and $13.8 million, respectively. The debt issuance costs are being amortized to interest expense through the Anticipated Repayment Dates of the Notes utilizing the effective interest rate method. As a result of the repayment of the 2022 Class A-2-I Notes and 2018 Class A-2-II Notes prior to their respective Anticipated Repayment Dates, the Company recorded a loss on early extinguishment of debt of $1.7 million and $2.3 million during the years ended December 31, 2025 and 2024, respectively, within interest expense on the consolidated statements of operations, consisting of the write-off of remaining unamortized deferred financing costs of the respective Notes.

The outstanding Securitized Senior Notes are subject to covenants and restrictions customary for transactions of this type, including (i) that the Master Issuer maintains specified reserve accounts to be used to make required payments in respect of the Securitized Senior Notes, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Securitized Senior Notes are in stated ways defective or ineffective, (iv) a cap on non-securitized indebtedness of $50.0 million (provided that the Company may incur non-securitized indebtedness in excess of such amount, subject to the leverage ratio cap described below, under certain conditions, including if the relevant lenders execute a non-disturbance agreement that acknowledges the bankruptcy-remote status of the Master Issuer and its subsidiaries and of their respective assets), (v) a leverage ratio cap incurrence test on the Company of 7.0x (calculated without regard for any indebtedness subject to the $50.0 million cap) and (vi) covenants relating to recordkeeping, access to information and similar matters.

Pursuant to a parent company support agreement, the Company has agreed to cause its subsidiary to perform each of its obligations (including any indemnity obligations) and duties under the Management Agreement and under the contribution agreements entered into in connection with the securitized financing facility, in each case as and when due. To the extent that such subsidiary has not performed any such obligation or duty within the prescribed time frame after such obligation or duty was required to be performed, the Company has agreed to either (i) perform such obligation or duty or (ii) cause such obligations or duties to be performed on the Company's behalf.

The outstanding Securitized Senior Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain stated debt service coverage ratios, certain manager termination events, an event of default, and the failure to repay or refinance the Notes on the applicable scheduled Anticipated Repayment Dates. The outstanding Securitized Senior Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the Securitized Senior Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments.

In accordance with the Indenture, certain cash accounts have been established with the Indenture trustee (the "Trustee") for the benefit of the trustee and the noteholders, and are restricted in their use. The Company holds restricted cash which primarily represents cash collections held by the Trustee, interest, principal, and commitment fee reserves held by the Trustee related to the Securitized Senior Notes. As of December 31, 2025, the Company had restricted cash held by the Trustee of $66.3 million.

(11) Revenue from contracts with customers

Contract liabilities consist primarily of deferred revenue resulting from franchise fees and ADA fees paid by franchisees, as well as transfer fees, which are generally recognized on a straight-line basis over the term of the underlying franchise agreement. Also included are corporate-owned club enrollment fees, annual fees and monthly fees as well as deferred

equipment rebates relating to our equipment business. The Company classifies these contract liabilities as deferred revenue in our consolidated balance sheets.

The following table reflects the change in contract liabilities between December 31, 2024 and December 31, 2025:

(in thousands)	Amount
Balance at December 31, 2024	$ 94,101
Revenue recognized that was included in the contract liability at the beginning of the year	(62,752)
Increase, excluding amounts recognized as revenue during the period	56,901
Balance at December 31, 2025	$ 88,250

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations from contract liabilities that are unsatisfied, or partially unsatisfied, as of December 31, 2025. The Company has elected to exclude short term contracts, sales and usage based royalties and any other variable consideration recognized on an "as invoiced" basis.

(in thousands)	Amount
2026	$ 58,593
2027	4,481
2028	3,388
2029	3,026
2030	2,694
Thereafter	16,068
Total	$ 88,250

The summary set forth below represents the balances in deferred revenue:

	As of December 31,	
(in thousands)	2025	2024
Prepaid membership fees	$ 17,319	$ 17,224
Enrollment fees	3,294	3,348
Equipment discount	262	3,235
Annual membership fees	34,577	34,956
Area development and franchise fees	32,798	35,338
Total deferred revenue	88,250	94,101
Long-term portion of deferred revenue	29,657	31,990
Current portion of deferred revenue	$ 58,593	$ 62,111

Equipment deposits received in advance of delivery as of December 31, 2025 were $10.2 million and are expected to be recognized as revenue in the next 12 months.

(12) Related party transactions

Activity with franchisees considered to be related parties is summarized below.

	Years Ended December 31,		
(in thousands)	2025	2024	2023
Franchise revenue	$ 9,140	$ 8,171	$ 6,113
Equipment revenue	3,221	13,804	7,295
Total revenue from related parties	$ 12,361	$ 21,975	$ 13,408

The Company had $5.4 million and $6.2 million of receivables attributable to related parties as of December 31, 2025 and 2024, respectively, which are included in accounts receivables, net on the consolidated balance sheets.

Additionally, the Company had deferred ADA and franchise agreement revenue from related parties of $0.8 million and $0.6 million as of December 31, 2025 and 2024, respectively.

As of December 31, 2025 and 2024, the Company had $83.9 million and $88.1 million, respectively, payable to related parties pursuant to tax benefit arrangements, see Note 16.

In November 2024, the Company issued a promissory note of up to $10.0 million to a franchisee. Amounts borrowed under the promissory note accrue interest at SOFR plus 4% and must be repaid no later than December 31, 2026. As of December 31, 2025 and 2024, $5.1 million and $2.1 million, respectively, was issued and outstanding on the promissory note. During the year ended December 31, 2025, interest receivable accrued on the outstanding promissory note was $0.3 million. An immaterial amount of interest receivable was accrued during the year ended December 31, 2024. The outstanding amount of the promissory note is included in other receivables in 2025 and other assets, net in 2024 on the consolidated balance sheets.

The Company provides administrative services to the NAFs and typically charges the NAFs a fee for providing those services. The services provided, which include accounting, information technology, data processing, product development, legal and administrative support, and other operating expenses, amounted to $6.6 million, $5.9 million and $3.7 million for the years ended December 31, 2025, 2024 and 2023, respectively.

A member of the Company's board of directors, who is also the Company's former interim CEO and a franchisee, holds an approximate 10.5% ownership of a company that sells amenity tracking compliance software to Planet Fitness clubs to which the Company made payments of approximately $0.5 million, $0.4 million, and $0.4 million during the years ended December 31, 2025, 2024 and 2023, respectively. As of December 31, 2025 and 2024, the software was being utilized at 280 and 245 corporate-owned clubs, respectively, and approximately 912 and 765 franchise clubs, respectively.

For the year ended December 31, 2023, the Company incurred approximately $0.5 million, which is included within selling, general and administrative expense on the consolidated statements of operations, for corporate travel to a third-party company which is affiliated with our former Chief Executive Officer.

(13) Stockholders' equity

Pursuant to the exchange agreement between the Company and the Continuing LLC Owners, the Continuing LLC Owners (or certain permitted transferees thereof) have the right, from time to time and subject to the terms of the exchange agreement, to exchange their Holdings Units, along with a corresponding number of shares of Class B common stock, for shares of Class A common stock (or cash at the option of the Company) on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, reclassifications and similar transactions. In connection with any exchange of Holdings Units for shares of Class A common stock by a Continuing LLC Owner, the number of Holdings Units held by the Company is correspondingly increased as it acquires the exchanged Holdings Units, and a corresponding number of shares of Class B common stock are canceled.

Other Exchanges

During the years ended December 31, 2025, 2024 and 2023, respectively, certain Continuing LLC Owners have exercised their exchange right and exchanged 25,713, 1,055,326 and 4,748,555 Holdings Units, respectively, for an equal number of newly-issued shares of Class A common stock. Simultaneously, and in connection with these exchanges, an identical number of shares of Class B common stock were surrendered by the Continuing LLC Owners and canceled and the Company received a corresponding number of Holdings Units, increasing its total ownership in Pla-Fit Holdings. Future exchanges of Holdings Units by the Continuing LLC Owners will result in a change in ownership and reduce the amount recorded as non-controlling interest and increase additional paid-in capital on our consolidated balance sheets.

As a result of the recapitalization transactions, the IPO, completion of our secondary offerings, and other exchanges and equity activity, as of December 31, 2025:

- the public investors collectively owned 80,445,965 shares of our Class A common stock, representing 99.6% of the voting power in the Company and, through the Company, 99.6% of the economic interest in Pla-Fit Holdings; and
- the Continuing LLC Owners collectively hold 316,128 Holdings Units, representing 0.4% of the economic interest in Pla-Fit Holdings and 316,128 shares of our Class B common stock, representing 0.4% of the voting power in the Company;

Share repurchase programs

2022 share repurchase program

On November 4, 2022, the Company's board of directors approved a share repurchase program of up to $500.0 million, which replaced the 2019 share repurchase program. During the year ended December 31, 2023, the Company repurchased and retired 1,698,753 shares of Class A common stock for a total cost of $125.0 million. A share repurchase excise tax of $1.0 million was also incurred as a result of new legislation that went into effect beginning in 2023.

On June 12, 2024, the Company entered into a $280.0 million accelerated share repurchase agreement (the "2024 ASR Agreement") with Citibank, N.A. (the "Bank"). Pursuant to the terms of the 2024 ASR Agreement, on June 14, 2024, the Company paid the Bank $280.0 million in cash and received 3,090,507 shares of the Company's Class A common stock, which were retired, and the Company recorded an increase to accumulated deficit of $224.0 million, representing 80% of the total 2024 ASR Agreement value based on the closing price of the Company's Class A common stock on the commencement date of the transaction. Final settlement of the 2024 ASR Agreement occurred on September 16, 2024. At final settlement, the Bank delivered 668,432 additional shares of the Company's Class A common stock, which were retired by the Company. The final number of shares repurchased was determined based on the volume-weighted average stock price of the Company's Class A common stock of $76.88 during the term of the transaction, less a discount and subject to adjustments pursuant to the terms and conditions of the 2024 ASR Agreement. The 2024 ASR Agreement had been evaluated as an unsettled forward contract indexed to our Class A common stock, with $56.0 million classified as an increase to accumulated deficit at the original date of payment.

Additionally, the Company repurchased and retired 313,834 shares of Class A common stock for a total cost of $20.0 million during the year ended December 31, 2024. A share repurchase excise tax of $2.5 million was recorded in connection with the Company's share repurchases during the year ended December 31, 2024.

2024 share repurchase program

On June 13, 2024, the Company's board of directors approved a share repurchase program of up to $500.0 million (the "2024 Share Repurchase Program") to replace the 2022 share repurchase program, contingent upon the completion of the 2024 ASR Agreement. The 2024 Share Repurchase Program became effective on September 16, 2024 upon the completion of the 2024 ASR Agreement.

On December 12, 2025, the Company entered into a $350.0 million accelerated share repurchase agreement (the "2025 ASR Agreement") with Citibank, N.A. Pursuant to the terms of the 2025 ASR Agreement, on December 16, 2025, the Company paid the Bank $350.0 million in cash and received 2,548,234 shares of the Company's Class A common stock, which were retired, and the Company recorded an increase to accumulated deficit of $280.0 million, representing 80% of the total 2025 ASR Agreement value based on the closing price of the Company's Class A common stock on the commencement date of the transaction. The remaining 20% of the total 2025 ASR Agreement value has been evaluated as an unsettled forward contract indexed to our Class A common stock, with $70.0 million classified as an increase to accumulated deficit. The 2025 ASR Agreement contains provisions customary for agreements of this type, including provisions for adjustments to the transaction terms, the circumstances generally under which the 2025 ASR Agreement may be accelerated, extended or terminated early by the Bank and various acknowledgments, representations and warranties made by the parties to one another.

Subsequent to the year ended December 31, 2025, final settlement of the 2025 ASR Agreement occurred on January 12, 2026 where the Bank delivered and the Company retired an additional 754,644 shares of the Company's Class A common stock. The final number of shares repurchased was determined based on the volume-weighted average stock price of the Company's Class A common stock of $108.76 during the term of the transaction, less a discount and subject to adjustments pursuant to the terms and conditions of the 2025 ASR Agreement.

Additionally, the Company repurchased and retired 1,502,411 shares of Class A common stock for a total cost of $150.0 million during the year ended December 31, 2025. A share repurchase excise tax of $4.2 million was recorded in connection with the Company's share repurchases during the year ended December 31, 2025.

2025 share repurchase program

On December 15, 2025, the Company's board of directors approved a share repurchase program of up to $500.0 million (the "2025 Share Repurchase Program") to replace the 2024 share repurchase program, contingent upon the completion of the 2025 ASR Agreement. The 2025 Share Repurchase Program became effective on January 12, 2026 upon the completion of the 2025 ASR Agreement.

The timing of purchases and amount of stock repurchased will be subject to the Company's discretion and will depend on market and business conditions, the Company's general working capital needs, stock price, applicable legal requirements and other factors. Our ability to repurchase shares at any particular time is also subject to the terms of the Indenture governing the Securitized Senior Notes. Purchases may be effected through one or more open market transactions, privately negotiated transactions, transactions structured through investment banking institutions, or a combination of the foregoing.

Dividends

The Company did not declare or pay any dividends during the years ended December 31, 2025, 2024 or 2023.

Preferred stock

The Company had 50,000,000 preferred stock shares authorized and none issued or outstanding for the years ended December 31, 2025 or 2024.

(14) Equity-based compensation

Equity-based compensation

The following table summarizes equity-based compensation expense by award type:

	Years Ended December 31,		
(in thousands)	**2025**	**2024**	**2023**
RSUs	$ 8,786	$ 6,954	$ 5,699
PSUs	3,064	1,405	795
Stock options	11	138	1,004
ESPP	472	416	408
Total[(1)]	$ 12,333	$ 8,913	$ 7,906

[(1)] Equity-based compensation was recorded to selling, general and administrative expense in the consolidated statements of operations related to stock options, RSUs, PSUs and ESPP.

Omnibus Incentive Plan

In August 2015, the Company adopted the 2015 Omnibus Incentive Plan (the "2015 Plan") under which the Company may grant options and other equity-based awards in an amount up to 7,896,800 shares to employees, directors and officers.

In May 2025, the Company adopted the 2025 Omnibus Incentive Plan (the "2025 Plan") under which the Company may grant options and other equity-based awards in an amount up to 5,681,700 shares to employees, directors and officers. In connection with the adoption of the 2025 Plan, the 2015 Plan was terminated and the remaining unallocated share reserve was cancelled, and no new awards will be granted under the 2015 Plan.

Restricted stock units

Restricted Class A stock units ("RSUs") granted to members of the Board of Directors vest on the first anniversary of the grant date, provided that the recipient continues to serve on the Board of Directors through the vesting dates. RSUs are also granted to certain employees of the Company and generally vest annually, on a tranche by tranche basis, over a period of three to four years. RSU awards are valued using the intrinsic value method.

	Restricted stock units	Weighted average fair value
Unvested outstanding at January 1, 2025	202,324	$ 70.65
Granted	80,697	$ 97.30
Vested	(116,254)	$ 72.66
Forfeited	(9,006)	$ 76.72
Unvested outstanding at December 31, 2025	157,761	$ 82.46

The weighted-average grant-date fair value per share of RSUs granted was $68.85 and $75.71 for the years ended December 31, 2024 and 2023, respectively. The total fair value of RSUs vested was $8,447, $5,956, and $3,997 for the years ended December

31, 2025, 2024, and 2023, respectively. As of December 31, 2025, total unrecognized compensation expense related to unvested RSUs was $4,968, which is expected to be recognized over a weighted-average period of 1.3 years.

Performance share units

Class A performance share units ("PSUs") are subject to both a service condition and a set of performance metrics that adjusts the quantity of awards earned from zero up to 200% of the original target quantity depending upon the Company's results at the end of a one or three year performance period against the performance metrics. These awards cliff-vest three years from the date of grant, and the Company recognizes compensation expense ratably over the required service period based on its estimate of the number of shares will vest upon achieving the measurement criteria. If there is a change in the estimate of the number of shares that are probable of vesting, the Company will cumulatively adjust compensation expense in the period that the change in estimate is made.

	Performance share units	Weighted average fair value
Unvested outstanding at January 1, 2025	99,123	$ 70.66
Granted	65,564	$ 96.62
Vested	(8,437)	$ 82.39
Forfeited	(17,289)	$ 74.67
Unvested outstanding at December 31, 2025	138,961	$ 81.70
Expected to vest at December 31, 2025	141,986	$ 82.10

The weighted-average grant-date fair value per share of PSUs granted was $66.99 and $75.28 for the years ended December 31, 2024 and 2023, respectively. As of December 31, 2025, total unrecognized compensation expense related to unvested PSUs was $6,547, which is expected to be recognized over a weighted average period of 1.9 years.

Stock Options

Generally, stock options awarded vest annually, on a tranche by tranche basis, over a period of four years with a maximum contractual term of 10 years.

The following summarizes stock option activity for the year ended December 31, 2025:

	Stock Options	Weighted average exercise price	Weighted average remaining contractual term (years)	Aggregate intrinsic value (in thousands)
Outstanding at January 1, 2025	88,592	$ 52.64		
Granted	—	$ —		
Exercised	(10,986)	$ 62.95		$ 431
Forfeited	(4,243)	$ 78.25		
Outstanding at December 31, 2025	73,363	$ 49.62	3.0	$ 4,317
Vested or expected to vest at December 31, 2025	73,363	$ 49.62	3.0	$ 4,317
Exercisable at December 31, 2025	69,724	$ 48.06	2.9	$ 4,212

The aggregate intrinsic value of options exercised was $13,246 and $8,776 for the years ended December 31, 2024 and 2023, respectively. As of December 31, 2025, the total unrecognized compensation expense related to unvested stock options was immaterial and is expected to be fully recognized during 2026.

2018 Employee stock purchase plan

The 2018 Employee Stock Purchase Plan (the "ESPP"), as adopted by the Board of Directors in March 2018, allows eligible employees to purchase shares of the Company's Class A common stock at a discount through payroll deductions of up to 10% of their eligible compensation, subject to any plan limitations. The ESPP provides for six-month offering periods, and at the end of each offering period, employees are able to purchase shares at 85% of the lower of the fair market value of the Company's Class A common stock on the first trading day of the offering period or on the last day of the offering period. As of December 31, 2025, a total of 1,000,000 shares of common stock were authorized for the issuance of equity awards under the ESPP. During the year ended December 31, 2025, employees purchased 14,528 shares under the ESPP.

(15) Earnings per share

Basic earnings per share of Class A common stock is computed by dividing net income or loss attributable to Planet Fitness, Inc. by the weighted-average number of shares of Class A common stock outstanding. Diluted earnings per share of Class A common stock is computed by dividing net income attributable to Planet Fitness, Inc. by the weighted-average number of shares of Class A common stock outstanding adjusted to give effect to potentially dilutive securities.

Shares of the Company's Class B common stock do not share in the earnings or losses attributable to Planet Fitness, Inc. and are therefore not participating securities. As such, separate presentation of basic and diluted earnings per share of Class B common stock under the two-class method has not been presented. Shares of the Company's Class B common stock are, however, considered potentially dilutive shares of Class A common stock because shares of Class B common stock, together with the related Holdings Units, are exchangeable into shares of Class A common stock on a one-for-one basis.

The following table sets forth reconciliations of the numerators and denominators used to compute basic and diluted earnings per share of Class A common stock:

	Years Ended December 31,		
(in thousands, except share and per share amounts)	**2025**	**2024**	**2023**
Numerator			
Net income	$ 220,264	$ 174,243	$ 147,035
Less: net income attributable to non-controlling interests	1,160	2,201	8,722
Net income attributable to Planet Fitness, Inc. - basic & diluted	$ 219,104	$ 172,042	$ 138,313
Denominator			
Weighted-average shares of Class A common stock outstanding - basic	83,518,664	85,621,282	84,896,397
Effect of dilutive securities:			
Stock options	39,967	101,671	232,630
Restricted stock units	103,103	63,913	44,785
Performance stock units	64,091	40,571	11,106
Weighted-average shares of Class A common stock outstanding - diluted	83,725,825	85,827,437	85,184,918
Earnings per share of Class A common stock - basic	$ 2.62	$ 2.01	$ 1.63
Earnings per share of Class A common stock - diluted	$ 2.62	$ 2.00	$ 1.62

The number of weighted-average common stock equivalents excluded from the computation of diluted net income per share because the effect would have been anti-dilutive were as follows:

	Years Ended December 31,		
	2025	**2024**	**2023**
Class B common stock	326,625	709,067	3,735,109
Stock options	601	5,014	248,647
Restricted stock units	186	1,891	4,251
Performance stock units	706	2,314	1,276
Total	328,118	718,286	3,989,283

(16) Income taxes

The Company adopted ASU No. 2023-09, *Improvements to Income Tax Disclosures*, effective for the fiscal year ended December 31, 2025. In accordance with the transition guidance, the Company applied the amendments prospectively. As a result, the disclosures required by ASU 2023-09 are presented for fiscal year 2025 only and prior periods have not been restated.

Income before the provision for income taxes as shown in the accompanying consolidated statements of operations is as follows:

	Years Ended December 31,		
(in thousands)	2025	2024	2023
Domestic	$ 318,968	$ 249,145	$ 205,890
Foreign	(9,990)	(2,417)	1,651
Total income before the provision for income taxes	$ 308,978	$ 246,728	$ 207,541

The provision for income taxes consists of the following:

	Years Ended December 31,		
(in thousands)	2025	2024	2023
Current:			
Federal	$ 7,143	$ 4,752	$ 2,338
State	13,386	6,743	3,853
Foreign	1,469	1,259	1,132
Total current tax expense	21,998	12,754	7,323
Deferred:			
Federal	63,631	47,338	41,010
State	299	8,516	10,136
Foreign	(54)	(165)	43
Total deferred tax expense	63,876	55,689	51,189
Provision for income taxes	$ 85,874	$ 68,443	$ 58,512

The Company is the sole managing member of Pla-Fit Holdings, which is treated as a partnership for U.S. federal and certain state and local income taxes. As a partnership, Pla-Fit Holdings is not subject to U.S. federal and certain state and local income taxes. Any taxable income or loss generated by Pla-Fit Holdings is passed through to and included in the taxable income or loss of its members, including the Company, on a pro rata basis. Planet Fitness, Inc. is subject to U.S. federal income taxes, in addition to state and local income taxes with respect to our allocable share of any taxable income of Pla-Fit Holdings. The Company is also subject to taxes in certain foreign jurisdictions.

The following table provides a reconciliation of the U.S. statutory income tax rate to the Company's provision for income taxes and respective effective tax rate disaggregated by required category for the year ended December 31, 2025 in accordance with ASU 2023-09.

	Year Ended December 31,	
	2025	
(in thousands)	Amount	Tax Rate %
U.S. federal statutory income tax rate	$ 65,067	21.0 %
Domestic federal:		
Nontaxable or non-deductible items	2,887	0.9 %
Change in valuation allowance	1,432	0.5 %
Effect of cross-border tax laws	(262)	(0.1)%
Other reconciling items	453	0.2 %
Domestic state and local taxes, net of federal benefit	12,056	3.9 %
Foreign tax effects:		
Spain:		
Change in valuation allowance	2,520	0.8 %
Other foreign jurisdictions	1,537	0.5 %
Worldwide changes in unrecognized tax benefits	183	0.1 %
Effective tax rate	$ 85,874	27.8 %

The majority of the Company's domestic state and local income taxes impacting the effective tax rate in the table above relates to New York, Florida, California and New Hampshire.

A reconciliation of the U.S. statutory income tax rate to the Company's effective tax rate is as follows:

	Years Ended December 31,	
	2024	2023
U.S. statutory tax rate	21.0 %	21.0 %
State and local taxes, net of federal benefit	4.6 %	4.2 %
State rate change impact on deferred taxes	(0.3)%	1.4 %
Tax benefit arrangement liability adjustment	0.1 %	(0.2)%
Foreign tax rate differential	0.1 %	0.1 %
Withholding taxes and other	1.4 %	0.8 %
Change in valuation allowance	0.5 %	0.3 %
Equity-based compensation	(0.1)%	(0.1)%
Non-deductible executive compensation	0.6 %	1.6 %
Income attributable to non-controlling interests	(0.2)%	(0.9)%
Effective tax rate	27.7 %	28.2 %

Deferred income taxes are provided for the effects of temporary differences between the tax basis of an asset or liability and its reported amount in the accompanying consolidated balance sheets. These temporary differences result in taxable or deductible amounts in future years. Details of the Company's deferred tax assets and liabilities are summarized as follows:

Planet Fitness, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

(in thousands)	As of December 31, 2025	2024
Deferred tax assets:		
Deferred revenue	$ 7,332	$ 6,814
Goodwill and intangible assets	404,531	452,587
Net operating loss	8,295	22,825
Lease liabilities	114,475	113,194
Equity-based compensation	1,490	2,557
Equity method investment	3,553	3,486
Allowance for current expected credit loss	6,259	4,769
Other	4,839	3,293
Deferred tax assets	550,774	609,525
Valuation allowance	(10,380)	(6,579)
Deferred tax assets, net of valuation allowance	540,394	602,946
Deferred tax liabilities:		
Property and equipment	(37,024)	(37,133)
Right of use assets	(97,823)	(97,002)
Total deferred tax liabilities	(134,847)	(134,135)
Total deferred tax assets and liabilities	$ 405,547	$ 468,811
Reported as:		
Deferred income taxes - non-current assets	$ 406,724	$ 470,197
Deferred income taxes - non-current liabilities	(1,177)	(1,386)
Total deferred tax assets and liabilities	$ 405,547	$ 468,811

As of December 31, 2025, we had a net deferred tax asset of $405.5 million, primarily resulting from tax attributes generated from past exchanges of Holdings Units which will reduce taxable income in future periods. Substantially all of our deferred tax assets are deemed to be more likely than not to be realized. In assessing the need for a valuation allowance, we consider, among other things, our recent history of generating positive income before taxes, projections of future taxable income and ongoing prudent and feasible tax planning strategies. For the years ended December 31, 2025 and 2024, the Company has continued to provide a valuation allowance of $10.4 million and $6.6 million, respectively, against the portion of its deferred tax assets that the Company does not have sufficient positive evidence to support its recoverability.

As of December 31, 2025, the Company had federal net operating loss carryforwards of $7.5 million, with an indefinite lived carryforward. These losses were generated in 2020 and 2021. The Company also has $50.2 million of state net operating loss carryforwards of which $49.1 million have various expirations from 2026 to 2041 and $1.1 million are indefinite.

The following table presents a reconciliation of the beginning and ending balances of the liability for unrecognized tax benefits, excluding interest and penalties, which is included within other liabilities on our consolidated balance sheets:

(in thousands)	As of December 31, 2025	2024
Balance at beginning of year	$ 297	$ 273
Increase related to current year tax positions	162	59
Decrease related to prior year tax positions	—	(35)
Balance at end of year	$ 459	$ 297

The Company and its subsidiaries file U.S. federal income tax returns, as well as tax returns in various state and foreign jurisdictions. Generally, the tax years 2022 through 2025 remain open to examination by the tax authorities in these jurisdictions.

The following table provides details of cash paid for income taxes, net of refunds received, disaggregated by federal, state and foreign jurisdictions for the year ended December 31, 2025 in accordance with ASU 2023-09. Significant individual jurisdictions are disclosed separately, while all others are aggregated.

(in thousands)	For the Year Ended December 31, 2025
U.S. Federal	$ 9,140
U.S. State & Local	
California	1,510
Florida	1,415
New Hampshire	1,236
Other U.S. state and local jurisdictions	5,594
Total U.S. State & Local	9,755
Foreign	2,555
Net cash paid for income taxes	$ 21,450

The Company paid cash of $12.1 million and $5.3 million for income taxes, net of refunds received, during the years ended December 31, 2024 and 2023, respectively.

Tax benefit arrangements

The Company recorded other expense of $2.4 million and $1.3 million and other income of $2.0 million in the years ended December 31, 2025, 2024 and 2023, respectively, reflecting a change in the tax benefit obligation attributable to a change in the expected tax benefits. In each year, the remeasurement was primarily due to various state tax legislation changes enacted in the year and in 2022 was also due to the Sunshine Acquisition which resulted in a change in the amount of income apportioned to various states in future periods and accordingly resulted in a decrease to the tax benefit arrangement liability.

Certain existing holders of Holdings Units exercised their exchange rights and exchanged Holdings Units for newly-issued shares of Class A common stock, resulting in an increase in the tax basis of the net assets of Pla-Fit Holdings. As a result of these exchanges and other activity, the Company recognized deferred tax assets and tax benefit arrangement liabilities, each recorded with offsets to additional paid-in-capital within stockholders' deficit, as summarized below:

(in thousands, except share amounts)	Years Ended December 31, 2025	2024
Holding units exchanged	25,713	1,055,326
Net deferred tax assets	$ 749	$ 21,835
Tax benefit arrangement liabilities[(1)]	$ 732	$ 14,899

[(1)] Represents approximately 85% of the tax benefit generated by TRA Holders who exchanged shares and participate in the tax benefit arrangements.

The tax benefit obligation was $415.8 million and $466.9 million as of December 31, 2025 and 2024, respectively.

Projected future payments under the tax benefit arrangements are as follows:

(in thousands)	Amount
2026	$ 55,518
2027	41,498
2028	42,612
2029	44,442
2030	47,103
Thereafter	184,618
Total	$ 415,791

(17) Commitments and contingencies

(a) Legal matters

From time to time, and in the ordinary course of business, the Company is subject to various claims, charges, and litigation, such as employment-related claims and slip and fall cases.

Mexico Acquisition

On March 19, 2020, a franchisee in Mexico exercised a put option that requires the Company to acquire their franchisee-owned clubs in Mexico. In February 2023, the Company and the franchisee agreed on a summary of terms for a settlement agreement ("Preliminary Settlement Agreement"), which included the Company's acquisition of the franchisee-owned clubs and a release of all claims by all parties. In connection with the Preliminary Settlement Agreement, the Company recorded a legal settlement reserve of $8.6 million as of December 31, 2022, inclusive of estimated future legal fees, through other loss on the statement of operations. The Company revised its estimate of the legal settlement and recorded an increase to the liability of $6.3 million during 2023. On October 20, 2023, the Company finalized its settlement with the franchisee in Mexico for $31.6 million, which included the acquisition by the Company of five clubs in Mexico and the settlement of all claims.

In conjunction with the finalization of the settlement with the franchisee in Mexico, the Company entered into an agreement to sell the five clubs to Planet Fitmex, LLC. As a result, the business met the discontinued operations reporting criteria and "held for sale" accounting criteria as of the acquisition date of October 20, 2023. On December 28, 2023, the Company completed the sale of the five clubs to Planet Fitmex, LLC in exchange for an equity interest in Planet Fitmex, LLC valued at $17.0 million.

For the year ended December 31, 2023, the operating results, comprehensive income and cash flows associated with discontinued operations was not material and thus were not presented separately in the consolidated statements of operations, consolidated statements of comprehensive income, or consolidated statements of cash flows, respectively. As of December 31, 2023, there were no assets held for sale nor liabilities held for sale on the consolidated balance sheets as a result of the sale of the five clubs to Planet Fitmex. The sale of the five clubs did not result in any significant gain or loss recorded in the consolidated statements of operations for the year ended December 31, 2023.

The Company is not currently aware of any other legal proceedings or claims that it believes will have, individually or in the aggregate, a material adverse effect on the Company's financial position or result of operations.

(b) Purchase commitments

As of December 31, 2025, the Company had advertising purchase commitments of approximately $77.0 million, including commitments made by the NAFs. In addition, the Company had open purchase orders of approximately $28.4 million primarily related to equipment to be sold to franchisees.

(c) Guarantees

The Company historically guaranteed lease agreements for certain franchisees and in 2019, in connection with a real estate partnership, the Company began guaranteeing certain leases of its franchisees up to a maximum period of 10 years, with earlier expiration dates if certain conditions are met. The Company's maximum obligation, as a result of its guarantees of leases, is approximately $3.7 million and $4.5 million as of December 31, 2025 and 2024, respectively, and would only require payment upon default by the primary obligor. The Company has determined the fair value of these guarantees at inception is not material, and as of December 31, 2025 and 2024, no accrual has been recorded for the Company's potential obligation under its guaranty arrangement.

(18) Retirement plan

The Company maintains a 401(k) deferred tax savings plan (the "Plan") for eligible employees. The Plan provides for the Company to make an employer matching contribution currently equal to 100% of employee deferrals up to a maximum of 4% of each eligible participating employees' wages. Total employer matching contributions expensed in the consolidated statements of operations were approximately $1.6 million, $1.5 million, and $1.4 million for the years ended December 31, 2025, 2024 and 2023, respectively.

(19) Segments

The Company has three reportable segments: (i) Franchise; (ii) Corporate-owned clubs; and (iii) Equipment.

The Company's operations are organized and managed by type of products and services and segment information is reported accordingly. The Company's Chief Operating Decision Maker (the "CODM") is its Chief Executive Officer. The CODM reviews financial performance and allocates resources by reportable segment. There have been no operating segments aggregated to arrive at the Company's reportable segments. Revenues for all operating segments include only transactions with unaffiliated customers and include no intersegment revenues. The accounting policies of the reportable segments are the same as those described in Note 2.

The Franchise segment includes operations related to the Company's franchising business in the United States, Puerto Rico, Canada, Panama, Mexico and Australia. The Company records all revenues and expenses of the NAFs within the franchise segment. The Corporate-owned clubs segment includes operations with respect to all Corporate-owned clubs throughout the United States, Canada, and Spain. The Equipment segment includes the sale of equipment to franchisee-owned clubs.

The CODM evaluates the performance of the Company's reportable segments based on revenue and Segment Adjusted EBITDA. Segment Adjusted EBITDA is defined as earnings before interest, taxes, depreciation, and amortization, adjusted for the impact of certain non-cash and other items that the CODM does not consider in her evaluation of ongoing performance of the segment's core operations. The CODM utilizes Segment Adjusted EBITDA when making decisions about allocating resources to the segments as well to assess the performance for each segment by comparing the results of each segment and in the compensation of certain employees. No asset information has been provided for these reportable segments as the CODM does not regularly review asset information by reportable segment.

The following table summarizes total revenue and total Segment Adjusted EBITDA for the Company's reportable segments.

	Years Ended December 31,		
(in thousands)	**2025**	**2024**	**2023**
Revenue			
Franchise	$ 467,958	$ 423,247	$ 387,929
Corporate-owned clubs	546,097	502,287	449,296
Equipment	310,089	256,120	234,101
Total revenue	$ 1,324,144	$ 1,181,654	$ 1,071,326
Segment Adjusted EBITDA			
Franchise	$ 336,592	$ 301,122	$ 273,008
Corporate-owned clubs	206,347	188,751	173,322
Equipment	94,478	71,778	56,362
Segment Adjusted EBITDA	$ 637,417	$ 561,651	$ 502,692

The following tables summarize the significant expense categories and amounts for each of the Company's reportable segments and align with the segment level information that is regularly provided to the CODM:

Franchise Segment	Years Ended December 31,		
(in thousands)	**2025**	**2024**	**2023**
Selling, general and administrative	$ 34,394	$ 32,514	$ 35,654
National advertising fund expense	87,580	79,009	70,095
Cost of revenue	10,242	9,892	9,493
Other segment expenses (income), net[(1)]	(850)	710	(320)
Total	$ 131,366	$ 122,125	$ 114,921

[(1)] Other segment expenses (income), net for the franchise segment includes other (gains) losses, net, and other income (expense), net.

Corporate-owned Clubs Segment (in thousands)	Years Ended December 31, 2025	2024	2023
Rent & occupancy[1]	$ 127,079	$ 117,392	$ 102,399
Club compensation and payroll[1]	97,758	87,212	75,222
Marketing[1]	47,730	43,137	39,642
Operational and other[1]	45,978	42,128	35,718
Selling, general and administrative	14,117	18,027	16,891
Other segment expenses, net[2]	7,088	5,640	6,102
Total	$ 339,750	$ 313,536	$ 275,974

[1] Club compensation and payroll, rent and occupancy, marketing, and operational and other are included within club operations expense in the consolidated statements of operations. Operational and other primarily consists of repairs and maintenance expense, transaction fees, club supplies, personal property tax expense and other expenses incurred in the operation of each corporate-owned club.

[2] Other segment expenses, net for the corporate-owned clubs segment includes cost of revenue, other (gains) losses, net, and other income (expense), net.

Equipment Segment (in thousands)	Years Ended December 31, 2025	2024	2023
Cost of revenue	$ 213,476	$ 181,545	$ 174,846
Other segment expenses, net[1]	2,135	2,797	2,893
Total	$ 215,611	$ 184,342	$ 177,739

[1] Other segment expenses, net for the equipment segment includes selling, general, and administrative expenses, other (gains) losses, net, and other income (expense), net.

Capital expenditures for the corporate-owned clubs segment were $147.4 million, $131.8 million and $112.2 million for the years ended December 31, 2025, 2024 and 2023, respectively. The CODM does not review capital expenditures related to the franchise or equipment segments.

The following table reconciles total Segment Adjusted EBITDA to consolidated income before taxes:

(in thousands)	Years Ended December 31, 2025	2024	2023
Segment Adjusted EBITDA			
Franchise	$ 336,592	$ 301,122	$ 273,008
Corporate-owned clubs	206,347	188,751	173,322
Equipment	94,478	71,778	56,362
Segment Adjusted EBITDA	637,417	561,651	502,692
Depreciation and amortization	(155,785)	(160,346)	(149,413)
Interest income	22,999	23,115	17,741
Interest expense	(108,244)	(100,037)	(86,576)
Losses from equity-method investments, net of tax	2,840	4,042	1,994
Corporate and other unallocated expenses, net[1]	(90,249)	(81,697)	(78,897)
Income before income taxes	$ 308,978	$ 246,728	$ 207,541

(1) Corporate and other unallocated expenses, net includes corporate overhead costs, such as payroll and related benefit costs and professional services that are not directly attributable to any individual segment and thus are unallocated and certain other gains and charges that the CODM does not consider in her evaluation of the Company's reportable segments.

The following table summarizes geographic information about the Company's revenue, based on customer location:

	Years Ended December 31,		
(in thousands)	2025	2024	2023
United States	$ 1,284,622	$ 1,141,550	$ 1,042,784
Rest of world	39,522	40,104	28,542
Total revenue	$ 1,324,144	$ 1,181,654	$ 1,071,326

The following table summarizes geographic information about the Company's long-lived assets, net, excluding goodwill and other intangible assets:

	As of December 31,	
(in thousands)	2025	2024
United States	$ 913,906	$ 882,022
Rest of world	65,609	21,414
Total long-lived assets, net	$ 979,515	$ 903,436

(20) Corporate-owned and franchisee-owned clubs

The following table shows changes in our franchisee-owned and corporate-owned clubs:

	Years Ended December 31,		
	2025	2024	2023
Franchisee-owned clubs:			
Clubs operated at beginning of period	2,445	2,319	2,176
New clubs opened or acquired	158	129	147
Clubs refranchised(1)	8	—	5
Clubs debranded, sold or consolidated(2)	(7)	(3)	(9)
Clubs operated at end of period	2,604	2,445	2,319
Corporate-owned clubs:			
Clubs operated at beginning of period	277	256	234
New clubs opened or acquired	23	21	18
Clubs refranchised(1)	(8)	—	(5)
Clubs acquired from franchisees	—	—	9
Clubs operated at end of period	292	277	256
Total clubs:			
Clubs operated at beginning of period	2,722	2,575	2,410
New clubs opened	181	150	165
Clubs debranded, sold or consolidated(2)	(7)	(3)	—
Clubs operated at end of period	2,896	2,722	2,575

(1) The term "refranchised" refers to corporate-owned clubs which were sold to an existing franchisee group.

(2) The term "debrand" refers to a franchisee-owned club whose right to use the Planet Fitness brand and marks has been terminated in accordance with the franchise agreement. We retain the right to prevent debranded clubs from continuing to operate as fitness centers. The term "consolidated" refers to the combination of a franchisee's club with another club located in close proximity with our prior approval. This often coincides with an enlargement, re-equipment and/or refurbishment of the remaining club.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that are intended to ensure that information that would be required to be disclosed in Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including the Chief Executive Officer and the Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

An evaluation was performed, under the supervision, and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of December 31, 2025. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2025 at the reasonable assurance level.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Securities Exchange Act of 1934 as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2025. In making this assessment, the company's management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework (2013).

Based on this assessment, our management concluded that, as of December 31, 2025, our internal control over financial reporting is effective based on those criteria.

KPMG LLP, our independent registered public accounting firm, has issued an audit report appearing in this Annual Report on Form 10-K on the effectiveness of our internal control over financial reporting as of December 31, 2025.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting that occurred during our most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors

Planet Fitness, Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited Planet Fitness, Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income, cash flows and changes in equity (deficit) for each of the years in the three-year period ended December 31, 2025, and the related notes and financial statement schedules, Schedule II - Valuation and Qualifying Accounts (collectively, the consolidated financial statements), and our report dated February 25, 2026 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Boston, Massachusetts

February 25, 2026

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Unaudited consolidated balance sheets of Planet Fitness, Inc. and subsidiaries as of March 31, 2026 and December 31, 2025 and the related consolidated statements of operations, comprehensive income, cash flows and changes in equity for the three months ended March 31, 2026 and 2025

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

PART I-FINANCIAL INFORMATION
ITEM 1. Financial Statements

Planet Fitness, Inc. and Subsidiaries
Condensed Consolidated Balance Sheets (Unaudited)

(in thousands, except per share amounts)	March 31, 2026	December 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	$ 375,273	$ 345,652
Restricted cash	81,223	66,304
Short-term marketable securities	98,533	106,761
Accounts receivable, net of allowances for uncollectible amounts of $428 as of March 31, 2026 and December 31, 2025	41,076	70,431
Inventory	4,809	7,581
Restricted assets - national advertising fund	15,376	—
Prepaid expenses	26,275	24,605
Other receivables	42,590	34,094
Income tax receivable	1,917	2,958
Total current assets	687,072	658,386
Long-term marketable securities	96,963	88,263
Investments, net of allowance for expected credit losses	68,927	69,700
Property and equipment, net of accumulated depreciation of $482,134 and $453,852, as of March 31, 2026 and December 31, 2025, respectively	452,201	466,747
Right-of-use assets, net	398,676	409,320
Intangible assets, net	278,389	286,409
Goodwill	712,340	712,450
Deferred income taxes	394,765	406,724
Other assets, net	15,308	5,396
Total assets	$ 3,104,641	$ 3,103,395
Liabilities and stockholders' deficit		
Current liabilities:		
Current maturities of long-term debt	$ 25,750	$ 23,875
Accounts payable	33,094	39,683
Accrued expenses	68,789	75,371
Equipment deposits	7,414	10,165
Deferred revenue, current	86,373	58,593
Payable pursuant to tax benefit arrangements, current	55,508	55,518
Other current liabilities	54,810	49,285
Total current liabilities	331,738	312,490
Long-term debt, net of current maturities	2,453,337	2,458,379
Lease liabilities, net of current portion	406,984	419,120
Deferred revenue, net of current portion	29,133	29,657
Deferred tax liabilities	1,076	1,177
Payable pursuant to tax benefit arrangements, net of current portion	360,273	360,273
Other liabilities	4,892	5,677
Total noncurrent liabilities	3,255,695	3,274,283
Commitments and contingencies (Note 12)		
Stockholders' equity (deficit):		
Class A common stock, $0.0001 par value, 300,000 shares authorized, 79,124 and 80,446 shares issued and outstanding as of March 31, 2026 and December 31, 2025, respectively	8	8
Class B common stock, $0.0001 par value, 100,000 shares authorized, 316 shares issued and outstanding as of March 31, 2026 and December 31, 2025	—	—
Additional paid in capital	625,604	623,333
Accumulated other comprehensive (loss) income	(605)	1,311
Accumulated deficit	(1,107,227)	(1,107,429)
Total stockholders' deficit attributable to Planet Fitness, Inc.	(482,220)	(482,777)
Non-controlling interests	(572)	(601)
Total stockholders' deficit	(482,792)	(483,378)
Total liabilities and stockholders' deficit	$ 3,104,641	$ 3,103,395

See accompanying notes to condensed consolidated financial statements

Planet Fitness, Inc. and Subsidiaries
Condensed Consolidated Statements of Operations (Unaudited)

(in thousands, except per share amounts)	Three Months Ended March 31, 2026	2025
Revenue:		
Franchise	$ 102,249	$ 93,240
National advertising fund revenue	32,218	21,940
Corporate-owned clubs	140,622	133,669
Equipment	62,147	27,813
Total revenue	337,236	276,662
Operating costs and expenses:		
Cost of revenue	45,341	22,485
Club operations	88,194	81,680
Selling, general and administrative	34,150	34,307
National advertising fund expense	32,218	21,944
Depreciation and amortization	40,251	38,281
Other gains, net	(1,587)	(1,237)
Total operating costs and expenses	238,567	197,460
Income from operations	98,669	79,202
Other income (expense), net:		
Interest income	5,662	5,812
Interest expense	(32,967)	(26,197)
Other income, net	615	283
Total other expense, net	(26,690)	(20,102)
Income before income taxes	71,979	59,100
Provision for income taxes	19,309	16,216
Losses from equity-method investments, net of tax	(874)	(805)
Net income	51,796	42,079
Less net income attributable to non-controlling interests	242	212
Net income attributable to Planet Fitness, Inc.	$ 51,554	$ 41,867
Net income per share of Class A common stock:		
Basic	$ 0.65	$ 0.50
Diluted	$ 0.65	$ 0.50
Weighted-average shares of Class A common stock outstanding:		
Basic	79,575	84,170
Diluted	79,786	84,402

See accompanying notes to condensed consolidated financial statements.

Planet Fitness, Inc. and Subsidiaries
Condensed Consolidated Statements of Comprehensive Income (Unaudited)

(in thousands)	Three Months Ended March 31, 2026	2025
Net income including non-controlling interests	$ 51,796	$ 42,079
Other comprehensive (loss) income, net		
Foreign currency translation adjustments	(1,304)	868
Unrealized (loss) gain on marketable securities, net of tax	(612)	128
Total other comprehensive (loss) income, net	(1,916)	996
Total comprehensive income including non-controlling interests	49,880	43,075
Less: total comprehensive income attributable to non-controlling interests	242	212
Total comprehensive income attributable to Planet Fitness, Inc.	$ 49,638	$ 42,863

See accompanying notes to condensed consolidated financial statements.

Planet Fitness, Inc. and Subsidiaries
Condensed Consolidated Statements of Cash Flows (Unaudited)

(in thousands)	Three Months Ended March 31, 2026	2025
Cash flows from operating activities:		
Net income	$ 51,796	$ 42,079
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	40,251	38,281
Equity-based compensation expense	2,981	2,631
Deferred tax expense	11,841	10,961
Amortization of deferred financing costs	1,536	1,314
Accretion of marketable securities discount	(131)	(488)
Losses from equity-method investments, net of tax	874	805
Dividends accrued on held-to-maturity investment	(603)	(561)
Credit loss on held-to-maturity investment	502	292
Gain on re-measurement of tax benefit arrangement liability	—	(84)
Gain on insurance proceeds	—	(1,461)
Other	(697)	(260)
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	29,404	38,490
Inventory	2,811	4,172
Other assets and other current assets	1,603	868
Restricted assets - national advertising fund	(15,380)	(16,670)
Accounts payable and accrued expenses	(12,337)	(13,934)
Other liabilities and other current liabilities	(724)	(918)
Income taxes	6,661	4,967
Payments pursuant to tax benefit arrangements	(10)	—
Equipment deposits	(2,751)	637
Deferred revenue	27,298	17,805
Leases	2,596	5,001
Net cash provided by operating activities	147,521	133,927
Cash flows from investing activities:		
Additions to property and equipment	(25,501)	(23,055)
Insurance proceeds for property and equipment	—	2,053
Payment of deferred consideration for acquired clubs	—	(1,479)
Purchases of marketable securities	(36,395)	(42,334)
Maturities of marketable securities	35,340	36,749
Issuance of promissory notes to related parties	(20,647)	—
Other investing activities	—	(33)
Net cash used in investing activities	(47,203)	(28,099)
Cash flows from financing activities:		
Repayment of long-term debt	(4,563)	(5,625)
Payment of deferred financing and other debt-related costs	(141)	—
Proceeds from issuance of Class A common stock	613	655
Repurchase and retirement of Class A common stock	(51,105)	(50,009)
Principal payments on capital lease obligations	(45)	(31)
Distributions paid to members of Pla-Fit Holdings	(365)	(349)
Net cash used in financing activities	(55,606)	(55,359)
Effects of exchange rate changes on cash and cash equivalents	(172)	348
Net increase in cash, cash equivalents and restricted cash	44,540	50,817
Cash, cash equivalents and restricted cash, beginning of period	411,956	349,674
Cash, cash equivalents and restricted cash, end of period	$ 456,496	$ 400,491
Supplemental cash flow information:		
Cash paid for interest	$ 21,485	$ 25,065
Net cash paid for income taxes	$ 329	$ 289
Non-cash investing activities:		
Non-cash additions to property and equipment included in accounts payable and accrued expenses	$ 12,006	$ 10,645

See accompanying notes to condensed consolidated financial statements.

Planet Fitness, Inc. and Subsidiaries
Condensed Consolidated Statements of Changes in Equity (Deficit) (Unaudited)

(In thousands)	Class A common stock Shares	Class A common stock Amount	Class B common stock Shares	Class B common stock Amount	Additional paid-in capital	Accumulated other comprehensive income (loss)	Accumulated deficit	Non-controlling interests	Total (deficit) equity
Balance at December 31, 2025	80,446	$ 8	316	$ —	$ 623,333	$ 1,311	$ (1,107,429)	$ (601)	$ (483,378)
Net income	—	—	—	—	—	—	51,554	242	51,796
Equity-based compensation expense	—	—	—	—	2,981	—	—	—	2,981
Repurchase and retirement of Class A common stock	(1,368)	—	—	—	(152)	—	(51,352)	152	(51,352)
Issuance of shares under equity-based compensation plans	46	—	—	—	(558)	—	—	—	(558)
Distributions paid to members of Pla-Fit Holdings	—	—	—	—	—	—	—	(365)	(365)
Other comprehensive loss	—	—	—	—	—	(1,916)	—	—	(1,916)
Balance at March 31, 2026	79,124	$ 8	316	$ —	$ 625,604	$ (605)	$ (1,107,227)	$ (572)	$ (482,792)

(In thousands)	Class A common stock Shares	Class A common stock Amount	Class B common stock Shares	Class B common stock Amount	Additional paid-in capital	Accumulated other comprehensive loss (income)	Accumulated deficit	Non-controlling interests	Total (deficit) equity
Balance at December 31, 2024	84,323	$ 9	342	$ —	$ 609,115	$ (2,348)	$ (822,156)	$ 7	$ (215,373)
Net income	—	—	—	—	—	—	41,867	212	42,079
Equity-based compensation expense	—	—	—	—	2,631	—	—	—	2,631
Repurchase and retirement of Class A common stock	(544)	—	—	—	(156)	—	(50,454)	156	(50,454)
Issuance of shares under equity-based compensation plans	57	—	—	—	540	—	—	—	540
Tax benefit arrangement liability and other adjustments	—	—	—	—	66	—	—	—	66
Distributions paid to members of Pla-Fit Holdings	—	—	—	—	—	—	—	(349)	(349)
Other comprehensive income	—	—	—	—	—	996	—	—	996
Balance at March 31, 2025	83,836	$ 9	342	$ —	$ 612,196	$ (1,352)	$ (830,743)	$ 26	$ (219,864)

See accompanying notes to condensed consolidated financial statements.

Planet Fitness, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (Unaudited)

(1) Business organization

Planet Fitness, Inc. (the "Company"), through its subsidiaries, is a franchisor and operator of fitness centers, with approximately 21.5 million members and 2,909 owned and franchised locations (referred to as clubs) in all 50 states, the District of Columbia, Puerto Rico, Canada, Panama, Mexico, Australia and Spain as of March 31, 2026.

The Company serves as the reporting entity for its various subsidiaries that operate three distinct lines of business:

- Licensing and selling franchises under the Planet Fitness trade name;
- Owning and operating fitness centers under the Planet Fitness trade name; and
- Selling fitness-related equipment to franchisee-owned clubs.

The Company is a holding company whose principal asset is a controlling equity interest in the membership units ("Holdings Units") in Pla-Fit Holdings. As the sole managing member of Pla-Fit Holdings, LLC and its subsidiaries ("Pla-Fit Holdings"), the Company operates and controls all of the business and affairs of Pla-Fit Holdings, and through Pla-Fit Holdings, conducts its business. As a result, the Company consolidates Pla-Fit Holdings' financial results and reports a non-controlling interest related to the portion of Holdings Units not owned by the Company.

(2) Summary of significant accounting policies

(a) Basis of presentation and consolidation

The accompanying unaudited interim condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim financial information and pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). Accordingly, these interim financial statements do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring adjustments) necessary for a fair presentation of the results of operations, financial position and cash flows for the periods presented have been reflected. All significant intercompany balances and transactions have been eliminated in consolidation.

The condensed consolidated financial statements as of and for the three months ended March 31, 2026 and 2025 are unaudited. The condensed consolidated balance sheet as of December 31, 2025 has been derived from the audited financial statements at that date but does not include all of the disclosures required by GAAP. These interim condensed consolidated financial statements should be read in conjunction with the Company's Annual Report on Form 10-K for the year ended December 31, 2025 filed with the SEC on February 25, 2026. The Company's significant interim accounting policies include the proportional recognition of national advertising fund expenses within interim periods. Operating results for the interim periods are not necessarily indicative of the results that may be expected for the full year ending December 31, 2026.

(b) Use of estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results. Significant areas where estimates and judgments are relied upon by management in the preparation of the condensed consolidated financial statements include revenue recognition, valuation of equity-based compensation awards, valuation of assets and liabilities acquired in business combinations, the evaluation of the recoverability of goodwill and long-lived assets, including intangible assets, allowance for expected credit losses, the present value of lease liabilities, income taxes, including deferred tax assets and liabilities, and the liability for the Company's tax benefit arrangements.

(c) Fair Value

ASC 820, *Fair Value Measurements and Disclosures*, establishes a three-level valuation hierarchy for disclosure of fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. Categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The three levels are defined as follows:

Level 1—Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2—Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3—Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

Certain of the Company's financial instruments, including cash and cash equivalents, restricted cash, accounts receivable, accounts payable, accrued expenses and other current liabilities are carried at cost, which approximates their fair value because of their short-term nature. See Note 3 for investments that are measured at fair value on a recurring basis and Note 5 for liabilities held at carrying value on the condensed consolidated balance sheet.

(d) Reclassification

Certain amounts have been reclassified to conform to current year presentation.

(e) Recent accounting pronouncements

The FASB issued ASU No. 2024-03, *Disaggregation of Income Statement Expenses*, in November 2024. The standard requires disaggregated disclosures in the notes to the consolidated financial statements of certain expense categories that are included in expense line items on the face of the income statement. The new standard is effective for fiscal years beginning after December 15, 2026 on a prospective basis with the option to apply it retrospectively, and for interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. The Company is currently evaluating the impact of adoption on our financial disclosures.

The FASB issued ASU No. 2025-06, Targeted Improvements to the Accounting for Internal-Use Software, in September 2025. The standard modernizes the capitalization criteria for internal-use software, eliminating references to project stages and instead requiring that projects meet completion probability criteria before costs can be capitalized. The Company adopted the standard using the prospective transition method, under which the amended guidance is applied to new software costs incurred on or after January 1, 2026 for all projects, including in-process projects. The adoption did not have a material impact on the Company's consolidated financial statements.

(3) Investments

Marketable securities

The following tables summarize the amortized cost, net unrealized gains and losses, fair value, and the level in the fair value hierarchy of the Company's available-for-sale investments in marketable securities. As of March 31, 2026, the marketable securities had maturity dates that ranged from less than one month to approximately 24 months. Realized gains and losses were insignificant for the three months ended March 31, 2026 and 2025.

Planet Fitness, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (Unaudited)

(in thousands)	Amortized Cost	Unrealized Gains (Losses), Net	Fair Value[1]	Level 1	Level 2
March 31, 2026					
Cash equivalents					
Money market funds	$ 1,365	$ —	$ 1,365	$ 1,365	$ —
Total cash equivalents	1,365	—	1,365	1,365	—
Short-term marketable securities					
Corporate debt securities	95,299	33	95,332	—	95,332
Commercial paper	3,203	(2)	3,201	—	3,201
Total short-term marketable securities	98,502	31	98,533	—	98,533
Long-term marketable securities					
Corporate debt securities	95,466	(246)	95,220	—	95,220
U.S. government agency securities	1,750	(7)	1,743	—	1,743
Total long-term marketable securities	97,216	(253)	96,963	—	96,963
Total cash equivalents and marketable securities	$ 197,083	$ (222)	$ 196,861	$ 1,365	$ 195,496

(in thousands)	Amortized Cost	Unrealized Gains (Losses), Net	Fair Value[1]	Level 1	Level 2
December 31, 2025					
Cash equivalents					
Money market funds	$ 407	$ —	$ 407	$ 407	$ —
Total cash equivalents	407	—	407	407	—
Short-term marketable securities					
Corporate debt securities	99,371	205	99,576	—	99,576
Commercial paper	7,185	—	7,185	—	7,185
Total short-term marketable securities	106,556	205	106,761	—	106,761
Long-term marketable securities					
Corporate debt securities	88,078	185	88,263	—	88,263
Total long-term marketable securities	88,078	185	88,263	—	88,263
Total cash equivalents and marketable securities	$ 195,041	$ 390	$ 195,431	$ 407	$ 195,024

[1] Fair values were determined using market prices obtained from third-party pricing sources.

For marketable securities with unrealized loss positions, the Company does not intend to sell these securities and it is more likely than not that the Company will hold these securities until maturity or a recovery of the cost basis and they are therefore all categorized as available for sale. No allowance for credit losses was recorded for these securities as of March 31, 2026.

Held-to-maturity debt security

The Company has a debt security investment that consists of redeemable preferred shares with a contractual maturity in 2026, however, due to certain subordination clauses in the preferred share agreement, repayment obligations are subordinated to other instruments that mature in 2030. The investment is classified as held-to-maturity and measured at amortized cost within investments in the condensed consolidated balance sheets. The Company reviews its held-to-maturity securities for expected credit losses under ASC Topic 326, *Financial Instruments – Credit Losses*, on an ongoing basis.

The Company utilizes probability-of-default and loss-given-default methodologies to estimate the allowance for expected credit losses using historical lifetime loss information for assets with similar risk characteristics, adjusted for management's expectations. Adjustments for management's expectations were based on the investee's recent financial results and forward-looking financial forecasts. Based upon its analysis, the Company recorded a credit loss expense of $0.5 million and $0.3 million for the three months ended March 31, 2026 and 2025, respectively, on the adjustment of its allowance for credit losses within other gain, net on the condensed consolidated statements of operations.

The amortized cost of the Company's held-to-maturity debt security investment, which includes accrued dividends, was $35.5 million and $34.9 million as of March 31, 2026 and December 31, 2025, respectively. The amortized cost, net of the allowance for expected credit losses, approximates fair value. The Company recognized dividend income of $0.6 million during the three months ended March 31, 2026 and 2025, within other income, net on the condensed consolidated statements of operations.

A roll forward of the Company's allowance for expected credit losses on its held-to-maturity investment is as follows:

(in thousands)	Three Months Ended March 31, 2026	2025
Beginning allowance for expected credit losses	$ 24,424	$ 18,834
Loss on adjustment of allowance for expected credit losses	502	292
Write-offs, net of recoveries	—	—
Ending allowance for expected credit losses	$ 24,926	$ 19,126

Equity method investments

For the following investments, the Company recorded its proportionate share of the investees' earnings, prepared in accordance with GAAP, on a one-month lag, with adjustments to eliminate unrealized profits on intra-entity sales, if any, and the amortization of basis differences, within losses from equity-method investments, net of tax on the condensed consolidated statements of operations. As of March 31, 2026, the Company determined that no impairment of its equity method investments existed.

As of March 31, 2026 and December 31, 2025, the Company held a 22.0% ownership interest in Bravo Fit Holdings Pty Ltd, a franchisee of the Company and club operator in Australia, which is deemed to be a related party, for a total investment carrying value of $12.4 million and $12.5 million, respectively. The difference between the carrying amount of the Company's investment and the underlying amount of equity in net assets of the investment was $3.7 million and $4.5 million as of March 31, 2026 and December 31, 2025, respectively. This basis difference is attributable to intangible assets, which are being amortized on a straight-line basis over a weighted-average life of 9 years, and equity method goodwill. The Company's proportionate share of the losses in accordance with the equity method was $0.1 million and $0.3 million for the three months ended March 31, 2026 and 2025, respectively, which included the amortization of basis difference of $0.1 million for each period.

As of March 31, 2026 and December 31, 2025, the Company held a 33.2% ownership interest in Planet Fitmex, LLC, a franchisee of the Company and club operator in Mexico, which is deemed to be a related party, for a total investment carrying value of $46.0 million and $46.8 million, respectively. The difference between the carrying amount of the Company's investment and the underlying amount of equity in net assets of the investment was $14.4 million and $16.5 million as of March 31, 2026 and December 31, 2025, respectively. This basis difference is attributable to intangible assets, which are being amortized on a straight-line basis over a weighted-average life of 9 years, and equity method goodwill. The Company's proportionate share of the losses in accordance with the equity method was $0.8 million and $0.5 million for the three months ended March 31, 2026 and 2025, respectively, which included the amortization of basis differences of $0.2 million for each period.

(4) Goodwill and intangible assets

Changes in the carrying amount of goodwill by reportable segment were as follows:

(in thousands)	Franchise	Corporate-owned Clubs	Equipment	Amount
Goodwill at December 31, 2025	$ 16,938	$ 602,846	$ 92,666	$ 712,450
Acquisitions	—	—	—	—
Foreign currency translation	—	(110)	—	(110)
Goodwill at March 31, 2026	$ 16,938	$ 602,736	$ 92,666	$ 712,340

In December 2025, the Company's operating entity in Spain completed an immaterial acquisition of two clubs. The acquisition resulted in the addition of $1.9 million in the carrying value of goodwill, which is based on the Company's preliminary allocation of the purchase consideration and may be subject to change within the measurement period.

A summary of intangible assets is as follows:

	March 31, 2026			December 31, 2025		
(in thousands)	Gross carrying amount	Accumulated amortization	Net carrying amount	Gross carrying amount	Accumulated amortization	Net carrying amount
Finite-lived intangible assets:						
Customer relationships	$ 199,043	$ (186,988)	$ 12,055	$ 199,043	$ (186,199)	$ 12,844
Reacquired franchise rights	274,708	(154,778)	119,930	274,708	(147,547)	127,161
Total finite-lived intangible assets	473,751	(341,766)	131,985	473,751	(333,746)	140,005
Indefinite-lived intangible assets:						
Trade and brand names	146,404	—	146,404	146,404	—	146,404
Total intangible assets	$ 620,155	$ (341,766)	$ 278,389	$ 620,155	$ (333,746)	$ 286,409

The Company determined that no impairment charges were required during any periods presented.

Amortization expense related to the finite-lived intangible assets totaled $8.0 million and $9.2 million for the three months ended March 31, 2026 and 2025, respectively. The anticipated amortization expense related to intangible assets to be recognized in future periods as of March 31, 2026 is as follows:

(in thousands)	Amount
Remainder of 2026	$ 24,059
2027	27,956
2028	27,300
2029	23,675
2030	17,920
Thereafter	11,075
Total	$ 131,985

(5) Long-term debt

Long-term debt consists of the following:

(in thousands)	March 31, 2026	December 31, 2025
2019-1 Class A-2 notes	$ 515,625	$ 517,000
2022-1 Class A-2-II notes	456,000	457,188
2024-1 Class A-2-I notes	418,625	419,688
2024-1 Class A-2-II notes	369,375	370,312
2025-1 Class A-2-I notes	400,000	400,000
2025-1 Class A-2-II notes	350,000	350,000
Total debt, excluding deferred financing costs	2,509,625	2,514,188
Deferred financing costs, net of accumulated amortization	(30,538)	(31,934)
Total debt, net	2,479,087	2,482,254
Current portion of long-term debt	25,750	23,875
Long-term debt, net of current portion	$ 2,453,337	$ 2,458,379

Future principal payments of long-term debt as of March 31, 2026 are as follows:

(in thousands)	Amount
Remainder of 2026	$ 19,312
2027	25,750
2028	25,750
2029	923,438
2030	397,000
Thereafter	1,118,375
Total	$ 2,509,625

The carrying value and estimated fair value of long-term debt were as follows:

	March 31, 2026		December 31, 2025	
(in thousands)	Carrying value	Estimated fair value[1]	Carrying value	Estimated fair value[1]
Long-term debt	$ 2,509,625	$ 2,440,305	$ 2,514,188	$ 2,486,700

[1] The estimated fair value of the Company's fixed rate long-term debt is estimated primarily based on current bid prices for the long-term debt. Judgment is required to develop these estimates. As such, the fair value of long-term debt is classified within Level 2, as defined under GAAP.

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(6) Leases

The right-of-use assets and lease liabilities for operating and finance leases, including their classification in the condensed consolidated balance sheets, were as follows:

(in thousands)

Leases	Balance Sheet Classification	March 31, 2026	December 31, 2025
Assets			
Operating	Right of use asset, net	$ 398,676	$ 409,320
Finance	Property and equipment, net	912	964
Total lease assets		$ 399,588	$ 410,284
Liabilities			
Current:			
Operating	Other current liabilities	$ 48,455	$ 44,397
Finance	Other current liabilities	205	203
Noncurrent:			
Operating	Lease liabilities, net of current portion	406,984	419,120
Finance	Other liabilities	725	773
Total lease liabilities		$ 456,369	$ 464,493

Weighted-average remaining lease term - operating leases	7.6 years	7.8 years
Weighted-average discount rate - operating leases	5.9%	5.9%

The components of lease cost were as follows:

	Three Months Ended March 31,	
(in thousands)	**2026**	**2025**
Operating lease cost	$ 19,761	$ 19,205
Variable lease cost	7,298	6,990
Total lease cost	$ 27,059	$ 26,195

The Company’s costs related to short-term leases, those with a duration between one and twelve months, were immaterial.

Supplemental disclosures of cash flow information related to leases were as follows:

	Three Months Ended March 31,	
(in thousands)	**2026**	**2025**
Cash paid for lease liabilities, net	$ 17,158	$ 14,071
Operating lease ROU assets obtained in exchange for operating lease liabilities	$ 2,395	$ 33,098

Maturities of lease liabilities as of March 31, 2026 were as follows:

(in thousands)	Amount
Remainder of 2026	$ 72,147
2027	83,006
2028	83,322
2029	79,577
2030	70,195
Thereafter	205,794
Total lease payments	$ 594,041
Less: imputed interest	(137,672)
Present value of lease liabilities	$ 456,369

As of March 31, 2026, future operating lease payments exclude approximately $22.0 million of legally binding minimum lease payments for leases signed but not yet commenced.

(7) Revenue from contracts with customers

Contract liabilities consist primarily of deferred revenue resulting from franchise fees and area development agreement ("ADA") fees paid by franchisees, as well as transfer fees, which are generally recognized on a straight-line basis over the term of the underlying franchise agreement, and national advertising fund ("NAF") revenue collected in advance of satisfaction of the Company's performance obligation. Also included are corporate-owned club enrollment fees, annual fees and monthly fees as well as deferred equipment rebates relating to its equipment business. The Company classifies these contract liabilities as deferred revenue in its condensed consolidated balance sheets.

The following table reflects the change in contract liabilities between December 31, 2025 and March 31, 2026:

(in thousands)	Amount
Balance at December 31, 2025	$ 88,250
Revenue recognized that was included in the contract liability at the beginning of the year	(37,901)
Increase, excluding amounts recognized as revenue during the period	65,157
Balance at March 31, 2026	$ 115,506

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations from contract liabilities that are unsatisfied, or partially unsatisfied, as of March 31, 2026. The Company has elected to exclude short-term contracts, sales and usage-based royalties and any other variable consideration recognized on an "as invoiced" basis.

(in thousands)	Amount
Remainder of 2026	$ 84,883
2027	5,191
2028	3,719
2029	3,275
2030	2,899
Thereafter	15,539
Total	$ 115,506

Equipment deposits received in advance of delivery as of March 31, 2026 were $7.4 million and are expected to be recognized as revenue within the next 12 months.

(8) Related party transactions

Activity with franchisees considered to be related parties is summarized below:

(in thousands)	Three Months Ended March 31, 2026	2025
Franchise revenue	$ 3,296	$ 2,226
Equipment revenue	589	110
Total revenue from related parties	$ 3,885	$ 2,336

The Company had $4.5 million and $5.4 million of accounts receivable attributable to related parties as of March 31, 2026 and December 31, 2025, respectively.

Additionally, the Company had deferred ADA and franchise agreement revenue from related parties of $0.9 million and $0.8 million as of March 31, 2026 and December 31, 2025.

As of March 31, 2026 and December 31, 2025, the Company had $1.0 million and $83.9 million, respectively, payable to related parties pursuant to tax benefit arrangements. See Note 11 for further discussion of these arrangements.

In November 2024, the Company issued a promissory note of up to $10.0 million to a franchisee. Amounts borrowed under the promissory note accrue interest at the Secured Overnight Financing Rate ("SOFR") plus 4% and must be repaid no later than December 31, 2026. As of March 31, 2026 and December 31, 2025, $6.6 million and $5.1 million, respectively, was issued and outstanding on the promissory note. During the three months ended March 31, 2026, interest receivable accrued on the outstanding promissory note was $0.1 million. An immaterial amount of interest receivable was accrued during the three months ended March 31, 2025. The outstanding amount of the promissory note is included in other receivables on the condensed consolidated balance sheets.

In January 2026, the Company issued promissory notes of up to $20.0 million to a franchisee and its affiliates. Amounts borrowed under the promissory notes accrue interest at SOFR plus 5.5% and must be repaid no later than June 30, 2026. As of March 31, 2026, $19.3 million was issued and outstanding on the promissory notes. During the three months ended March 31, 2026, interest receivable accrued on the outstanding promissory notes was $0.2 million. The outstanding amount of the promissory notes is included in other receivables on the condensed consolidated balance sheets.

The Company provides administrative services to the NAF and typically charges the NAF a fee for providing these services. The services provided, which include accounting, information technology, data processing, product development, legal and administrative support, and other operating expenses, amounted to $1.8 million and $1.7 million for the three months ended March 31, 2026 and 2025, respectively.

A member of the Company's board of directors, who is also the Company's former interim Chief Executive Officer and a franchisee, holds an approximate 10.5% ownership of a company that sells amenity tracking compliance software to Planet Fitness clubs to which the Company made payments of approximately $0.1 million during both the three months ended March 31, 2026 and 2025.

(9) Stockholders' equity

Pursuant to the exchange agreement between the Company and the owners of Holdings Units other than the Company (the "Continuing LLC Owners"), the Continuing LLC Owners (or certain permitted transferees thereof) have the right, from time to time and subject to the terms of the exchange agreement, to exchange their Holdings Units, along with a corresponding number of shares of Class B common stock, for shares of Class A common stock (or cash at the option of the Company) on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, reclassifications and similar transactions. In connection with any exchange of Holdings Units for shares of Class A common stock by a Continuing LLC Owner, the number of Holdings Units held by the Company is correspondingly increased as it acquires the exchanged Holdings Units, and a corresponding number of shares of Class B common stock are canceled.

As of March 31, 2026:

- Holders of Class A common stock owned 79,123,551 shares of Class A common stock, representing 99.6% of the voting power in the Company and, through the Company, 79,123,551 Holdings Units representing 99.6% of the economic interest in Pla-Fit Holdings; and

- the Continuing LLC Owners collectively owned 316,128 Holdings Units, representing 0.4% of the economic interest in Pla-Fit Holdings, and 316,128 shares of Class B common stock, representing 0.4% of the voting power in the Company.

Share repurchase program

2024 share repurchase program

On June 13, 2024, the Company's board of directors conditionally approved a share repurchase program of up to $500.0 million (the "2024 Share Repurchase Program"), which became effective on September 16, 2024. During the three months ended March 31, 2025, the Company repurchased and retired 544,226 shares of Class A common stock for a total cost of $50.0 million. A share repurchase excise tax of $0.4 million was also incurred.

On December 12, 2025, the Company entered into a $350.0 million accelerated share repurchase agreement (the "2025 ASR Agreement") with Citibank, N.A. (the "Bank"). Pursuant to the terms of the 2025 ASR Agreement, on December 16, 2025, the Company paid the Bank $350.0 million in cash and received 2,548,234 shares of the Company's Class A common stock, which were retired, and the Company recorded an increase to accumulated deficit of $280.0 million, representing 80% of the total 2025 ASR Agreement value based on the closing price of the Company's Class A common stock on the commencement date of the transaction. Final settlement of the 2025 ASR Agreement occurred on January 12, 2026. At final settlement, the Bank delivered an additional 754,644 shares of the Company's Class A common stock, which were retired by the Company. The final number of shares repurchased was determined based on the volume-weighted average stock price of the Company's Class A common stock of $108.76 during the term of the transaction, less a discount and subject to adjustments pursuant to the terms and conditions of the 2025 ASR Agreement. The 2025 ASR Agreement had been evaluated as an unsettled forward contract indexed to our Class A common stock, with $70.0 million classified as an increase to accumulated deficit at the original date of payment.

2025 share repurchase program

On December 15, 2025, the Company's board of directors conditionally approved a share repurchase program of up to $500.0 million (the "2025 Share Repurchase Program"), which became effective on January 12, 2026.

During the three months ended March 31, 2026, the Company repurchased and retired 613,725 shares of Class A common stock for a total cost of $50.0 million, in addition to the above-mentioned 2025 ASR Agreement amounts. A share repurchase excise tax of $1.2 million was also incurred. As of March 31, 2026, there is $450.0 million remaining under the 2025 Share Repurchase Program.

The timing of purchases and amount of stock repurchased are subject to the Company's discretion and dependent upon market and business conditions, the Company's general working capital needs, stock price, applicable legal requirements and other factors. The ability to repurchase shares at any particular time is also subject to the terms of the indenture governing the Company's securitized senior notes. Purchases may be effected through one or more open market transactions, privately negotiated transactions, transactions structured through investment banking institutions, or a combination of the foregoing.

Preferred stock

The Company had 50,000,000 shares of preferred stock authorized and none issued or outstanding as of March 31, 2026 and December 31, 2025.

(10) Earnings per share

Basic earnings per share of Class A common stock is computed by dividing net income attributable to Planet Fitness, Inc. by the weighted-average number of shares of Class A common stock outstanding. Diluted earnings per share of Class A common stock is computed by dividing net income attributable to Planet Fitness, Inc. by the weighted-average number of shares of Class A common stock outstanding adjusted to give effect to potentially dilutive securities.

Shares of the Company's Class B common stock do not share in the earnings attributable to Planet Fitness, Inc. and are therefore not participating securities. As such, separate presentation of basic and diluted earnings per share of Class B common stock under the two-class method has not been presented. Shares of the Company's Class B common stock are, however, considered potentially dilutive shares of Class A common stock because shares of Class B common stock, together with the related Holdings Units, are exchangeable into shares of Class A common stock on a one-for-one basis.

The following table sets forth reconciliations of the numerators and denominators used to compute basic and diluted earnings per share of Class A common stock:

(in thousands, except share and per share amounts)	Three Months Ended March 31, 2026	2025
Numerator		
Net income	$ 51,796	$ 42,079
Less: net income attributable to non-controlling interests	242	212
Net income attributable to Planet Fitness, Inc.	$ 51,554	$ 41,867
Denominator		
Weighted-average shares of Class A common stock outstanding - basic	79,575,118	84,170,460
Effect of dilutive securities:		
Stock options	31,818	40,975
Restricted stock units	106,535	126,762
Performance stock units	72,771	63,702
Weighted-average shares of Class A common stock outstanding - diluted	79,786,242	84,401,899
Earnings per share of Class A common stock - basic	$ 0.65	$ 0.50
Earnings per share of Class A common stock - diluted	$ 0.65	$ 0.50

The number of weighted-average common stock equivalents excluded from the computation of diluted net income per share because the effect would have been anti-dilutive were as follows:

	Three Months Ended March 31, 2026	2025
Class B common stock	316,128	341,841
Restricted stock units	1,813	1,993
Performance stock units	—	1,909
Total	317,941	345,743

(11) Income taxes

The Company is the sole managing member of Pla-Fit Holdings, which is treated as a partnership for U.S. federal and certain state and local income taxes. As a partnership, Pla-Fit Holdings is not subject to U.S. federal and certain state and local income taxes. Any taxable income or loss generated by Pla-Fit Holdings is passed through to and included in the taxable income or loss of its members, including the Company, on a pro-rata basis.

Planet Fitness, Inc. is subject to U.S. federal income taxes, in addition to state and local income taxes with respect to the allocable share of any taxable income of Pla-Fit Holdings. The Company's effective tax rate was 26.8% and 27.4% for the three months ended March 31, 2026 and 2025, respectively, which differed from the U.S. federal statutory rate of 21% primarily due to state and local taxes and a remeasurement of deferred tax assets. The Company is also subject to taxes in foreign jurisdictions.

Net deferred tax assets of $393.7 million and $405.5 million as of March 31, 2026 and December 31, 2025, respectively, relate primarily to the tax effects of temporary differences in the book basis as compared to the tax basis of the investment in Pla-Fit Holdings as a result of the secondary offerings, other exchanges, recapitalization transactions and the IPO.

As of March 31, 2026 and December 31, 2025, the total liability related to uncertain tax positions was $0.5 million. The Company recognizes accrued interest and penalties, if applicable, related to unrecognized tax benefits in income tax expense. Interest and penalties for the three months ended March 31, 2026 and 2025 were not material.

Tax benefit arrangements

The Company's acquisition of Holdings Units in connection with the initial public offering ("IPO") and future and certain past exchanges of Holdings Units for shares of the Company's Class A common stock (or cash at the option of the Company) are expected to produce and have produced favorable tax attributes. In connection with the IPO, the Company entered into two tax receivable agreements, pursuant to which, the Company is required to make payments to certain holders of equity interests or their successors-in-interest ("TRA Holders"). Under the first of those arrangements, the Company generally is required to pay certain existing and previous equity owners of Pla-Fit Holdings, LLC 85% of the applicable tax savings, if any, in U.S. federal and state income tax that the Company is deemed to realize as a result of certain tax attributes of their Holdings Units sold to the Company (or exchanged in a taxable sale) and that are created as a result of (i) the sales of their Holdings Units for shares of Class A common stock and (ii) tax benefits attributable to payments made under the tax receivable agreement (including imputed interest). Under the second tax receivable agreement, the Company generally is required to pay 85% of the amount of tax savings, if any, that the Company is deemed to realize as a result of the tax attributes of certain equity interests previously held by affiliates of TSG Consumer Partners, LLC that resulted from their purchase of interests in Pla-Fit Holdings in 2012, and certain other tax benefits. Under both agreements, the Company generally retains the remaining 15% benefit of the applicable tax savings.

The Company had a liability of $415.8 million as of March 31, 2026 and December 31, 2025, respectively, related to its projected obligations under the tax benefit arrangements.

Projected future payments under the tax benefit arrangements were as follows:

(in thousands)	Amount
Remainder of 2026	$ 55,508
2027	41,498
2028	42,612
2029	44,442
2030	47,103
Thereafter	184,618
Total	$ 415,781

(12) Commitments and contingencies

From time to time, and in the ordinary course of business, the Company is subject to various claims, charges, and litigation, such as employment-related claims and slip and fall cases.

The Company is not currently aware of any other legal proceedings or claims that the Company believes will have, individually or in the aggregate, a material adverse effect on the Company's financial position or result of operations.

(13) Segments

The Company has three reportable segments: (i) Franchise; (ii) Corporate-owned clubs; and (iii) Equipment.

The Company's operations are organized and managed by type of products and services and segment information is reported accordingly. The Company's chief operating decision maker (the "CODM") is its Chief Executive Officer. The CODM reviews financial performance and allocates resources by reportable segment. There have been no operating segments aggregated to arrive at the Company's reportable segments. Revenues for all operating segments include only transactions with unaffiliated customers and include no intersegment revenues. The accounting policies of the reportable segments are the same as those described in Note 2.

The Franchise segment includes operations related to the Company's franchising business in the United States, Puerto Rico, Canada, Panama, Mexico and Australia. The Company records all revenues and expenses of the NAFs within the franchise segment. The Corporate-owned clubs segment includes operations with respect to all Corporate-owned clubs throughout the United States, Canada, and Spain. The Equipment segment includes the sale of equipment to franchisee-owned clubs.

The CODM evaluates the performance of the Company's reportable segments based on revenue and Segment Adjusted EBITDA. Segment Adjusted EBITDA is defined as earnings before interest, taxes, depreciation, and amortization, adjusted for the impact of certain non-cash and other items that the CODM does not consider in her evaluation of ongoing performance of

the segment's core operations. The CODM utilizes Segment Adjusted EBITDA when making decisions about allocating resources to the segments as well to assess the performance for each segment by comparing the results of each segment and in the compensation of certain employees. No asset information has been provided for these reportable segments as the CODM does not regularly review asset information by reportable segment.

The following tables summarize total revenue and total Segment Adjusted EBITDA for the Company's reportable segments.

	Three Months Ended March 31,	
(in thousands)	**2026**	**2025**
Franchise	$ 134,467	$ 115,180
Corporate-owned clubs	140,622	133,669
Equipment	62,147	27,813
Total revenue	$ 337,236	$ 276,662

	Three Months Ended March 31,	
(in thousands)	**2026**	**2025**
Franchise	$ 94,721	$ 84,865
Corporate-owned clubs	46,485	45,849
Equipment	19,467	7,442
Segment Adjusted EBITDA	$ 160,673	$ 138,156

The following tables summarize the significant expense categories and amounts for each of the Company's reportable segments and align with the segment level information that is regularly provided to the CODM:

Franchise Segment	Three Months Ended March 31,	
(in thousands)	**2026**	**2025**
Selling, general and administrative	$ 8,415	$ 7,213
National advertising fund expense	32,218	21,944
Cost of revenue	1,552	1,032
Other segment (income) expenses, net[1]	(2,439)	126
Total	$ 39,746	$ 30,315

[1] Other segment expenses, net for the franchise segment includes other (gains) losses, net, and other income (expense), net.

Corporate-owned Clubs Segment	Three Months Ended March 31,	
(in thousands)	**2026**	**2025**
Club compensation and payroll[1]	$ 25,945	$ 23,953
Rent & occupancy[1]	32,710	31,032
Marketing[1]	18,181	15,290
Operational and other[1]	11,357	11,406
Selling, general and administrative	4,114	4,342
Other segment expenses, net[2]	1,830	1,797
Total	$ 94,137	$ 87,820

[1] Club compensation and payroll, rent and occupancy, marketing, and operational and other are included within club operations expense in the condensed consolidated statements of operations. Operational and other primarily consists of repairs and maintenance expense, transaction fees, club supplies, personal property tax expense and other expenses incurred in the operation of each corporate-owned club.

[2] Other segment expenses, net for the corporate-owned clubs segment includes cost of revenue, other (gains) losses, net, and other income (expense), net.

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Equipment Segment (in thousands)	Three Months Ended March 31, 2026	2025
Cost of revenue	$ 42,124	$ 19,879
Other segment expenses, net[1]	556	492
Total	$ 42,680	$ 20,371

[1] Other segment expenses, net for the equipment segment includes selling, general, and administrative expenses, other (gains) losses, net, and other income (expense), net.

Capital expenditures for the corporate-owned clubs segment were $21.0 million and $19.1 million for the three months ended March 31, 2026 and 2025, respectively. The CODM does not review capital expenditures related to the franchise or equipment segments.

The following table reconciles total Segment Adjusted EBITDA to consolidated income before taxes:

(in thousands)	Three Months Ended March 31, 2026	2025
Segment Adjusted EBITDA	$ 160,673	$ 138,156
Depreciation and amortization	(40,251)	(38,281)
Interest income	5,662	5,812
Interest expense	(32,967)	(26,197)
Losses from equity-method investments, net of tax	874	805
Corporate and other unallocated expenses, net[1]	(22,012)	(21,195)
Income before income taxes	$ 71,979	$ 59,100

[1] Corporate and other unallocated expenses, net includes corporate overhead costs, such as payroll and related benefit costs and professional services that are not directly attributable to any individual segment and thus are unallocated and certain other gains and charges that the CODM does not consider in her evaluation of the Company's reportable segments.

The following table summarizes geographic information about the Company's revenue, based on customer location:

(in thousands)	Three Months Ended March 31, 2026	2025
United States	$ 327,371	$ 269,910
Rest of world	9,865	6,752
Total revenue	$ 337,236	$ 276,662

The following table summarizes geographic information about the Company's long-lived assets, net, excluding goodwill and other intangible assets:

(in thousands)	March 31, 2026	December 31, 2025
United States	$ 897,282	$ 913,906
Rest of world	66,507	65,609
Total long-lived assets, net	$ 963,789	$ 979,515

Planet Fitness, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (Unaudited)

(14) Corporate-owned and franchisee-owned clubs

The following table shows changes in corporate-owned and franchisee-owned clubs:

	Three Months Ended March 31,	
	2026	2025
Franchisee-owned clubs:		
Clubs operated at beginning of period	2,604	2,445
New clubs opened or acquired	15	16
Clubs debranded, sold, closed or consolidated[1]	(2)	—
Clubs operated at end of period	2,617	2,461
Corporate-owned clubs:		
Clubs operated at beginning of period	292	277
New clubs opened or acquired	—	3
Clubs operated at end of period	292	280
Total clubs:		
Clubs operated at beginning of period	2,896	2,722
New clubs opened or acquired	15	19
Clubs debranded, sold, closed or consolidated[1]	(2)	—
Clubs operated at end of period	2,909	2,741

[1] The term “debranded” refers to a franchisee-owned club whose right to use the Planet Fitness brand and marks has been terminated in accordance with the franchise agreement. We retain the right to prevent debranded clubs from continuing to operate as fitness centers. The term “consolidated” refers to the combination of a franchisee’s club with another club located in close proximity with our prior approval. This often coincides with an enlargement, re-equipment and/or refurbishment of the remaining club.

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the accompanying unaudited interim condensed consolidated financial statements as of and for the three months ended March 31, 2026 and the related notes included in this Quarterly Report on Form 10-Q and our audited consolidated financial statements as of and for the year ended December 31, 2025 and the related notes contained in the Company's Annual Report on Form 10-K filed with the SEC on February 25, 2026. Unless the context requires otherwise, references in this report to the "Company," "we," "us" and "our" refer to Planet Fitness, Inc. and its consolidated subsidiaries.

Overview

We are one of the largest and fastest-growing franchisors and operators of fitness centers in the world by number of members and locations, with a highly recognized national brand. Our mission is to enhance people's lives by providing a high-quality fitness experience in a welcoming, non-intimidating environment, which we call the Judgement Free Zone. Our bright, clean clubs are typically 20,000 square feet, with a large selection of high-quality Planet Fitness-branded cardio, circuit- and strength- training equipment and friendly staff trainers who offer unlimited free fitness instruction to all our members in small groups. We offer this differentiated fitness experience starting at only $15 per month to new members for our standard Classic Card membership. This attractive value proposition is designed to appeal to a broad population, inclusive of all fitness levels from beginners to athletes. We and our franchisees fiercely protect Planet Fitness' community atmosphere—a place where you do not need to be fit before joining and where progress toward achieving your fitness goals (big or small) is supported and applauded by our staff and fellow members.

As of March 31, 2026, we had approximately 21.5 million members and 2,909 clubs in all 50 states, the District of Columbia, Puerto Rico, Canada, Panama, Mexico, Australia and Spain. Of our 2,909 clubs, 2,617 are franchised and 292 are corporate-owned.

As of March 31, 2026, we had contractual commitments to open approximately 750 new clubs.

Our segments

We operate and manage our business in three business segments: Franchise, Corporate-owned clubs and Equipment. Our Franchise segment includes operations related to our franchising business in the United States, Puerto Rico, Canada, Panama, Mexico and Australia, as well as revenues and expenses of the national advertising funds ("NAFs"). Our Corporate-owned clubs segment includes operations with respect to all corporate-owned clubs throughout the U.S., Canada, and Spain. The Equipment segment includes the sale of equipment to franchisee-owned clubs in the U.S., Canada and Mexico.

We evaluate the performance of our segments and allocate resources to them based on revenue and adjusted earnings before interest, taxes, depreciation and amortization, referred to as Segment Adjusted EBITDA. Revenue and Segment Adjusted EBITDA for all operating segments include only transactions with unaffiliated customers and do not include intersegment transactions.

Segment Adjusted EBITDA is defined as earnings before interest, taxes, depreciation, and amortization, adjusted for the impact of certain non-cash and other items that the Company's chief operating decision maker ("CODM") does not consider in her evaluation of ongoing performance of the segment's core operations. For additional information, see Note 13 to the condensed consolidated financial statements.

The following table summarizes revenue and Adjusted EBITDA broken out by our segments:

(in thousands)	Three Months Ended March 31, 2026	2025
Revenue		
Franchise segment	$ 134,467	$ 115,180
Corporate-owned clubs segment	140,622	133,669
Equipment segment	62,147	27,813
Total revenue	$ 337,236	$ 276,662
Adjusted EBITDA		
Franchise segment	$ 94,721	$ 84,865
Corporate-owned clubs segment	46,485	45,849
Equipment segment	19,467	7,442
Segment Adjusted EBITDA[2]	160,673	138,156
Corporate and other Adjusted EBITDA[1]	(20,805)	(21,151)
Adjusted EBITDA[2]	$ 139,868	$ 117,005

[1] Corporate and other Adjusted EBITDA includes adjusted corporate overhead costs, such as payroll and related benefit costs and professional services that are not directly attributable to any individual segment and thus are unallocated.

[2] Segment Adjusted EBITDA plus the Adjusted EBITDA of corporate and other is equal to Adjusted EBITDA. Adjusted EBITDA is a metric that is not presented in accordance with GAAP. Refer to "—Non-GAAP Financial Measures" for a definition of Adjusted EBITDA and a reconciliation of Adjusted EBITDA to net income, the most directly comparable GAAP measure.

How we assess the performance of our business

In assessing the performance of our business, we consider a variety of performance and financial measures. The key measures for determining how our business is performing include total monthly dues and annual fees from members (which we refer to as system-wide sales), the number of new club openings, same club sales for both corporate-owned and franchisee-owned clubs, Adjusted EBITDA, Segment Adjusted EBITDA, Adjusted net income, and Adjusted net income per share, diluted. See "—Non-GAAP Financial Measures" below for more information.

Number of new club openings

The number of new club openings reflects clubs opened during a particular reporting period for both corporate-owned and franchisee-owned clubs. Opening new clubs is an important part of our growth strategy and we expect the majority of our future new clubs will be franchisee-owned. Before we obtain the certificate of occupancy or report any revenue for new corporate-owned clubs, we incur pre-opening costs, such as rent expense, labor expense and other operating expenses. Our clubs open with an initial start-up period requirement of higher-than-normal marketing spend and operating expenses may also be higher, particularly as a percentage of monthly revenue. New clubs may not be profitable and their revenue may not follow historical patterns. The following table shows the growth in our corporate-owned and franchisee-owned club base:

	Three Months Ended March 31,	
	2026	2025
Franchisee-owned clubs:		
Clubs operated at beginning of period	2,604	2,445
New clubs opened or acquired	15	16
Clubs debranded, sold, closed or consolidated[1]	(2)	—
Clubs operated at end of period	2,617	2,461
Corporate-owned clubs:		
Clubs operated at beginning of period	292	277
New clubs opened or acquired	—	3
Clubs operated at end of period	292	280
Total clubs:		
Clubs operated at beginning of period	2,896	2,722
New clubs opened or acquired	15	19
Clubs debranded, sold, closed or consolidated[1]	(2)	—
Clubs operated at end of period	2,909	2,741

[1] The term "debranded" refers to a franchisee-owned club whose right to use the Planet Fitness brand and marks has been terminated in accordance with the franchise agreement. We retain the right to prevent debranded clubs from continuing to operate as fitness centers. The term "consolidated" refers to the combination of a franchisee's club with another club located in close proximity with our prior approval. This often coincides with an enlargement, re-equipment and/or refurbishment of the remaining club.

Same club sales

Same club sales refers to year-over-year sales comparisons for the same club sales base of both corporate-owned and franchisee-owned clubs. We define the same club sales base to include those clubs that have been open and for which monthly membership dues have been billed for longer than 12 months. We measure same club sales based solely upon monthly dues billed to members of our corporate-owned and franchisee-owned clubs.

Several factors affect our same club sales in any given period, including the following:

- the number of clubs that have been in operation for more than 12 months;
- the percentage mix and pricing of PF Black Card and standard Classic Card memberships in any period;
- growth in total net memberships per club;
- consumer recognition of our brand and our ability to respond to changing consumer preferences;
- overall economic trends, particularly those related to consumer spending;
- our and our franchisees' ability to operate clubs effectively and efficiently to meet consumer expectations;
- marketing and promotional efforts;
- local competition;
- trade area dynamics; and
- opening of new clubs in the vicinity of existing locations.

We present same club sales as compared to the same period in the prior year for all clubs that have been open and for which monthly membership dues have been billed for longer than 12 months, beginning with the 13th month and thereafter, as applicable. Same club sales of our international clubs are calculated on a constant currency basis, meaning that we translate the current year's same club sales of our international clubs at the same exchange rates used in the prior year. Since opening new clubs is a significant component of our revenue growth, same club sales is only one measure of how we evaluate our performance.

Clubs acquired from or sold to franchisees are removed from the franchisee-owned or corporate-owned same club sales base, as applicable, upon the ownership change and for the 12 months following the date of the ownership change. These clubs are included in the corporate-owned or franchisee-owned same club sales base, as applicable, beginning with the 13th month after the acquisition or sale. These clubs remain in the system-wide same club sales base in all periods. The following table shows our same club sales:

	Three Months Ended March 31,	
	2026	2025
Same club sales growth:		
Franchisee-owned clubs	3.5 %	6.2 %
Corporate-owned clubs	3.5 %	5.1 %
System-wide clubs	3.5 %	6.1 %
Number of clubs in same club sales base:		
Franchisee-owned clubs	2,443	2,335
Corporate-owned clubs	268	258
System-wide clubs	2,719	2,593

Total monthly dues and annual fees from members (system-wide sales)

We review the total amount of dues we bill to our members on a monthly basis, which allows us to assess changes in the performance of our corporate-owned and franchisee-owned clubs from period to period, any competitive pressures, local or regional membership traffic patterns and general market conditions that might impact our club performance. System-wide sales is an operating measure that includes monthly membership dues and annual fee billings by franchisees that are not revenue realized by the Company in accordance with GAAP, as well as monthly membership dues and annual fee billings by the Company's corporate-owned clubs. While the Company does not record sales by franchisees as revenue, and such sales are not included in the Company's consolidated financial statements, the Company believes that this operating measure aids in understanding how the Company derives its royalty revenue and is important in evaluating its performance. We typically bill monthly dues on or around the 17th of every month and bill annual fees once per year to each member based upon when the member signed their membership agreement. System-wide sales were $1.4 billion and $1.3 billion during the three months ended March 31, 2026 and 2025, respectively.

Non-GAAP financial measures

We refer to Adjusted EBITDA, Adjusted net income and Adjusted net income per share, diluted as we use these measures to evaluate our operating performance and we believe these measures are useful to investors in evaluating our performance. Adjusted EBITDA, Adjusted net income and Adjusted net income per share, diluted, as presented in this Quarterly Report on Form 10-Q, are supplemental measures of our performance that are neither required by, nor presented in accordance with GAAP and should not be considered as substitutes for GAAP metrics such as net income or any other performance measures derived in accordance with GAAP. Also, in the future we may incur expenses or charges such as those added back to calculate Adjusted EBITDA, Adjusted net income and Adjusted net income per share, diluted. Our presentation of Adjusted EBITDA, Adjusted net income and Adjusted net income per share, diluted should not be construed as an inference that our future results will be unaffected by unusual or nonrecurring items.

We define Adjusted EBITDA as net income before interest, taxes, depreciation and amortization, as adjusted for the impact of certain non-cash and other items that we do not consider in our evaluation of ongoing performance of the Company's core operations. We believe that Adjusted EBITDA is an appropriate measure of operating performance because it eliminates the impact of certain expenses and other items that we believe reduce the comparability of our underlying core business performance from period to period and is therefore useful to our investors. Our Board of Directors also uses Adjusted EBITDA as a key metric to assess the performance of management. Our CODM also uses Segment Adjusted EBITDA, which is Adjusted EBITDA specific to each of our three reportable segments, to assess the financial performance of and allocate resources to our segments in accordance with ASC 280, *Segment Reporting*. Corporate overhead costs not directly attributable to any individual segment are not allocated to the three segments and are included in Corporate and Other Adjusted EBITDA within Adjusted EBITDA.

Adjusted net income assumes that all net income is attributable to Planet Fitness, Inc., which assumes the full exchange of all outstanding Holdings Units for shares of Class A common stock of Planet Fitness, Inc., adjusted for certain non-cash and other items that we do not believe directly reflect our core operations. Adjusted net income per share, diluted, is calculated by dividing Adjusted net income by the total weighted-average shares of Class A common stock outstanding plus any dilutive options and restricted stock units as calculated in accordance with GAAP and assuming the full exchange of all outstanding Holdings Units and corresponding Class B common stock as of the beginning of each period presented. We believe Adjusted net income and Adjusted net income per share, diluted, supplement GAAP measures and enable us to more effectively evaluate our performance period-over-period.

Reconciliations of Non-GAAP financial measures

A reconciliation of net income, the most directly comparable GAAP measure, to Adjusted EBITDA is set forth below:

(in thousands)	Three Months Ended March 31, 2026	2025
Net income	$ 51,796	$ 42,079
Interest income	(5,662)	(5,812)
Interest expense	32,967	26,197
Provision for income taxes	19,309	16,216
Depreciation and amortization	40,251	38,281
EBITDA	138,661	116,961
Severance costs[1]	—	597
Executive transition costs[2]	842	1,041
Loss on adjustment of allowance for credit losses on held-to-maturity investment	502	292
Dividend income on held-to-maturity investment	(603)	(561)
Insurance recovery[3]	—	(1,636)
Tax benefit arrangement remeasurement[4]	—	(84)
Amortization of basis difference of equity-method investments[5]	240	240
Other[6]	226	155
Adjusted EBITDA	$ 139,868	$ 117,005

[1] Represents severance related expenses recorded in connection with a reduction in force during the three months ended March 31, 2025.

[2] Represents certain expenses recorded in connection with executive leadership transitions. During the three months ended March 31, 2026, amounts represent costs associated with the departure of the Chief Financial Officer and the search for a new Chief Financial Officer. During the three months ended March 31, 2025, amounts represent stock-based compensation associated with certain equity awards granted to the Company's Chief Executive Officer and retention payments for certain key employees through the Chief Executive Officer transition.

[3] Represents insurance recoveries, net of costs incurred.

[4] Represents a gain related to the adjustment of our tax benefit arrangements primarily due to changes in our deferred state tax rate.

[5] Represents the Company's pro-rata portion of the basis difference related to intangible asset amortization expense in its equity method investees, which is included within losses from equity-method investments, net of tax on our condensed consolidated statements of operations.

[6] Represents certain other gains and charges that we do not believe reflect our underlying business performance.

A reconciliation of net income, the most directly comparable GAAP measure, to Adjusted net income and the computation of Adjusted net income per share, diluted, are set forth below:

(in thousands, except per share amounts)	Three Months Ended March 31, 2026	2025
Net income	$ 51,796	$ 42,079
Provision for income taxes	19,309	16,216
Severance costs[1]	—	597
Executive transition costs[2]	842	1,041
Loss on adjustment of allowance for credit losses on held-to-maturity investment	502	292
Dividend income on held-to-maturity investment	(603)	(561)
Insurance recovery[3]	—	(1,636)
Tax benefit arrangement remeasurement[4]	—	(84)
Amortization of basis difference of equity-method investments[5]	240	240
Other[6]	226	155
Purchase accounting amortization[7]	8,020	9,178
Adjusted income before income taxes	80,332	67,517
Adjusted income taxes[8]	20,886	17,487
Adjusted net income	$ 59,446	$ 50,030
Adjusted net income per share, diluted	$ 0.74	$ 0.59
Adjusted weighted-average shares outstanding, diluted[9]	80,102	84,744

[1] Represents severance related expenses recorded in connection with a reduction in force during the three months ended March 31, 2025.

[2] Represents certain expenses recorded in connection with executive leadership transitions. During the three months ended March 31, 2026, amounts represent costs associated with the departure of the Chief Financial Officer and the search for a new Chief Financial Officer. During the three months ended March 31, 2025, amounts represent stock-based compensation associated with certain equity awards granted to the Company's Chief Executive Officer and retention payments for certain key employees through the Chief Executive Officer transition.

[3] Represents insurance recoveries, net of costs incurred.

[4] Represents a gain related to the adjustment of our tax benefit arrangements primarily due to changes in our deferred state tax rate.

[5] Represents the Company's pro-rata portion of the basis difference related to intangible asset amortization expense in its equity method investees, which is included within losses from equity-method investments, net of tax on our condensed consolidated statements of operations.

[6] Represents certain other gains and charges that we do not believe reflect our underlying business performance.

[7] Represents the amount of actual non-cash amortization expense recorded, in accordance with GAAP, associated with intangible assets created in connection with historical acquisitions of franchisee-owned clubs.

[8] Represents corporate income taxes at an assumed effective tax rate of 26.0% and 25.9% for the three months ended March 31, 2026 and 2025, respectively, applied to adjusted income before income taxes.

[9] Assumes the full exchange of all outstanding Holdings Units and corresponding shares of Class B common stock for shares of Class A common stock of Planet Fitness, Inc.

A reconciliation of net income per share, diluted, to Adjusted net income per share, diluted is set forth below:

(in thousands, except per share amounts)	Three Months Ended March 31, 2026			Three Months Ended March 31, 2025		
	Net income	Weighted Average Shares	Net income per share, diluted	Net income	Weighted Average Shares	Net income per share, diluted
Net income attributable to Planet Fitness, Inc.[1]	$ 51,554	79,786	$ 0.65	$ 41,867	84,402	$ 0.50
Net income attributable to non-controlling interests[2]	242	316		212	342	
Net income	51,796			42,079		
Adjustments to arrive at adjusted income before income taxes[3]	28,536			25,438		
Adjusted income before income taxes	80,332			67,517		
Adjusted income taxes[4]	20,886			17,487		
Adjusted net income	$ 59,446	80,102	$ 0.74	$ 50,030	84,744	$ 0.59

[1] Represents net income attributable to Planet Fitness, Inc. and the associated weighted average shares of Class A common stock outstanding (see Note 10 to our condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q).

[2] Represents net income attributable to non-controlling interests and the assumed exchange of all outstanding Holdings Units and corresponding shares of Class B common stock for shares of Class A common stock of Planet Fitness, Inc. as of the beginning of the period presented.

[3] Represents the total impact of all adjustments identified in the adjusted net income table above to arrive at adjusted income before income taxes.

[4] Represents corporate income taxes at an assumed effective tax rate of 26.0% and 25.9% for the three months ended March 31, 2026 and 2025, respectively, applied to adjusted income before income taxes.

Results of operations

The following table sets forth a comparison of our condensed consolidated statements of operations in dollars and as a percentage of total revenue:

	Three Months Ended March 31,			
	2026		2025	
(in thousands)	Amount	% of Total Revenues	Amount	% of Total Revenues
Revenue:				
Franchise	$ 102,249	30.3%	$ 93,240	33.7%
National advertising fund revenue	32,218	9.6%	21,940	7.9%
Franchise segment	134,467	39.9%	115,180	41.6%
Corporate-owned clubs	140,622	41.7%	133,669	48.3%
Equipment	62,147	18.4%	27,813	10.1%
Total revenue	337,236	100.0%	276,662	100.0%
Operating costs and expenses:				
Cost of revenue	45,341	13.4%	22,485	8.1%
Club operations	88,194	26.2%	81,680	29.5%
Selling, general and administrative	34,150	10.1%	34,307	12.4%
National advertising fund expense	32,218	9.6%	21,944	7.9%
Depreciation and amortization	40,251	11.9%	38,281	13.8%
Other gains, net	(1,587)	(0.5)%	(1,237)	(0.4)%
Total operating costs and expenses	238,567	70.7%	197,460	71.3%
Income from operations	98,669	29.3%	79,202	28.7%
Other income (expense), net:				
Interest income	5,662	1.7%	5,812	2.1%
Interest expense	(32,967)	(9.8)%	(26,197)	(9.5)%
Other income, net	615	0.2%	283	0.1%
Total other expense, net	(26,690)	(7.9)%	(20,102)	(7.3)%
Income before income taxes	71,979	21.4%	59,100	21.4%
Provision for income taxes	19,309	5.7%	16,216	5.9%
Losses from equity-method investments, net of tax	(874)	(0.3)%	(805)	(0.3)%
Net income	51,796	15.4%	42,079	15.2%
Less net income attributable to non-controlling interests	242	0.1%	212	0.1%
Net income attributable to Planet Fitness, Inc.	$ 51,554	15.3%	$ 41,867	15.1%

Comparison of the three months ended March 31, 2026 and three months ended March 31, 2025

Revenue

Total revenue was $337.2 million for the three months ended March 31, 2026, compared to $276.7 million for three months ended March 31, 2025, an increase of $60.6 million, or 21.9%.

Franchise segment revenue was $134.5 million for the three months ended March 31, 2026, compared to $115.2 million for three months ended March 31, 2025, an increase of $19.3 million, or 16.7%.

Franchise revenue was $102.2 million for the three months ended March 31, 2026, compared to $93.2 million for the three months ended March 31, 2025, an increase of $9.0 million, or 9.7%. Included in franchise revenue are the following:

(in thousands)	Three Months Ended March 31, 2026	2025	$ Change	% Change
Royalty revenue	$ 84,260	$ 78,278	$ 5,982	7.6%
Franchise and other fees	13,841	12,453	1,388	11.1%
Placement revenue	4,112	2,328	1,784	76.6%
HVAC revenue	36	181	(145)	(80.1)%
Total franchise revenue	$ 102,249	$ 93,240	$ 9,009	9.7%

Of the $6.0 million increase in royalty revenue, $2.8 million was attributable to a franchise same club sales increase of 3.5%, $2.2 million was attributable to new clubs opened since January 1, 2025 before they move into the same club sales base and $1.0 million was from higher royalties on annual fees. The $1.4 million increase in franchise and other fees was primarily attributable to higher ADA fees and “PF Perks” revenue. The $1.8 million increase in placement revenue was primarily driven by higher replacement equipment placements.

National advertising fund revenue was $32.2 million for the three months ended March 31, 2026, compared to $21.9 million for the three months ended March 31, 2025, an increase of $10.3 million, or 46.8%. This increase was primarily attributable to a 1% rate increase to NAF contributions from 2% to 3% for fiscal year 2026.

Corporate-owned clubs segment revenue was $140.6 million for the three months ended March 31, 2026, compared to $133.7 million for the three months ended March 31, 2025, an increase of $7.0 million, or 5.2%. This increase was primarily attributable to $6.9 million from the corporate-owned clubs in the same club sales base, of which $4.3 million was attributable to a same clubs sales increase of 3.5% and $2.6 million was attributable to higher other fees, and $4.9 million was from new clubs opened since January 1, 2025 before they move into the same club sales base. This increase was partially offset by $4.8 million of lower revenue attributable to the 8 clubs located in California that the Company sold to a franchisee in August 2025.

Equipment segment revenue was $62.1 million for the three months ended March 31, 2026, compared to $27.8 million for the three months ended March 31, 2025, an increase of $34.3 million, or 123.4%. This increase was primarily attributable to $32.0 million of higher revenue from equipment sales to existing franchisee-owned clubs and $2.3 million of higher revenue from equipment sales to new franchisee-owned clubs. In the three months ended March 31, 2026, we had equipment sales to 14 new franchisee-owned clubs compared to 10 in the same period last year.

Cost of revenue

Cost of revenue, which primarily relates to our equipment segment, was $45.3 million for the three months ended March 31, 2026, compared to $22.5 million for the three months ended March 31, 2025, an increase of $22.9 million, or 101.6%. This increase was primarily attributable to higher replacement equipment sales to franchisee-owned clubs and higher equipment sales to new franchisee-owned clubs, as described above.

Club operations

Club operations expense, which relates to our Corporate-owned clubs segment, was $88.2 million for the three months ended March 31, 2026, compared to $81.7 million for the three months ended March 31, 2025, an increase of $6.5 million, or 8.0%. This increase was primarily attributable to $5.1 million from new clubs opened since January 1, 2025 before they move into the same club sales base and $4.6 million from clubs included in our same club sales base as a result of higher marketing primarily due to the 1% rate increase in NAF contributions for fiscal year 2026, partially offset by $3.2 million of club operations expense attributable to the clubs located in California that the Company sold to a franchisee in August 2025.

Selling, general and administrative

Selling, general and administrative expenses were $34.2 million for the three months ended March 31, 2026, compared to $34.3 million for the three months ended March 31, 2025, a decrease of $0.2 million, or 0.5%. This decrease was primarily attributable to lower costs relating to consulting and marketing partially offset by higher payroll costs.

National advertising fund expense

National advertising fund expense was $32.2 million for the three months ended March 31, 2026, compared to $21.9 million for the three months ended March 31, 2025, an increase of $10.3 million, or 46.8%. This increase was primarily a result of higher advertising and marketing expenditures due to higher national advertising revenue as described above.

Depreciation and amortization

Depreciation and amortization expense was $40.3 million for the three months ended March 31, 2026, compared to $38.3 million for the three months ended March 31, 2025, an increase of $2.0 million, or 5.1%. This increase was primarily

attributable to an increase in depreciation expense primarily from new clubs opened since January 1, 2025 partially offset by a decrease in amortization expense as a result of certain intangible assets becoming fully amortized during the prior year.

Other gains, net

Other gains, net was $1.6 million for the three months ended March 31, 2026, compared to $1.2 million for the three months ended March 31, 2025, an increase of $0.4 million, or 28.3%. The current year amount reflects a gain recognized on the recognition of fees received in connection with the transfer of clubs between franchisee groups. The prior year amount reflected insurance proceeds received for property and equipment.

Interest income

Interest income was $5.7 million for the three months ended March 31, 2026, compared to $5.8 million for the three months ended March 31, 2025, a decrease of $0.2 million, or 2.6%.

Interest expense

Interest expense primarily consists of interest on long-term debt as well as the amortization of deferred financing costs.

Interest expense was $33.0 million for the three months ended March 31, 2026, compared to $26.2 million for the three months ended March 31, 2025, an increase of $6.8 million, or 25.8%. This increase was primarily from a higher principal balance and blended interest rate on our indebtedness related to the issuance of the 2025 Notes in December 2025.

Other income, net

Other income, net was $0.6 million for the three months ended March 31, 2026, compared to $0.3 million for the three months ended March 31, 2025.

Provision for income taxes

Income tax expense was $19.3 million for the three months ended March 31, 2026, compared to $16.2 million for the three months ended March 31, 2025, an increase of $3.1 million, or 19.1%. This increase is primarily attributable to our higher income before taxes in the three months ended March 31, 2026 as compared to the three months ended March 31, 2025.

The Company's effective tax rate was 26.8% for the three months ended March 31, 2026, compared to 27.4% in the prior year period. The decrease in the effective income tax rate was primarily attributable to a lower net impact of the Spanish valuation allowance in the current year period compared to the prior year period.

Losses from equity-method investments

Losses from equity-method investments were $0.9 million for the three months ended March 31, 2026, compared to $0.8 million for the three months ended March 31, 2025, a decrease of $0.1 million, or 8.6%.

Segment results

Franchise

Franchise Segment Adjusted EBITDA was $94.7 million in the three months ended March 31, 2026, compared to $84.9 million in the three months ended March 31, 2025, an increase of $9.9 million, or 11.6%. This increase was primarily attributable to higher franchise and NAF revenue of $9.0 million and $10.3 million, respectively, and $2.2 million of higher other gain, net, partially offset by $10.3 million of higher NAF expense and $1.2 million of higher selling, general and administrative expense.

Corporate-owned clubs

Corporate-owned clubs Segment Adjusted EBITDA was $46.5 million in the three months ended March 31, 2026, compared to $45.8 million in the three months ended March 31, 2025, an increase of $0.6 million, or 1.4%. This increase was primarily attributable to $4.3 million from clubs included in the same club sales base, partially offset by $2.1 million of higher expense from the 1% rate increase in NAF contributions and by $1.5 million of lower adjusted EBITDA attributable to the 8 clubs located in California that the Company sold to a franchisee in August 2025, as described above.

Equipment

Equipment Segment Adjusted EBITDA was $19.5 million in the three months ended March 31, 2026, compared to $7.4 million in the three months ended March 31, 2025, an increase of $12.0 million, or 161.6%. This increase was primarily driven by higher equipment sales to existing and new franchisee-owned clubs, as described above.

Liquidity and capital resources

As of March 31, 2026, we had $375.3 million of cash and cash equivalents, $98.5 million of short-term marketable securities, $97.0 million of long-term marketable securities and $81.2 million of restricted cash.

We require cash principally to fund day-to-day operations, to finance capital investments, to service our outstanding debt and tax benefit arrangements and to address our working capital needs. Based on our current level of operations, we believe that with our available cash balance, the cash generated from our operations, and amounts available under our Variable Funding Notes (as defined below) will be adequate to meet the above needs for at least the next 12 months. Our ability to continue to fund these items could be adversely affected by the occurrence of any of the events described under "Risk Factors" in the Annual Report on Form 10-K for the year ended December 31, 2025. There can be no assurance that our business will generate sufficient cash flows from operations or otherwise to enable us to service our indebtedness, including our securitized senior notes, or to make anticipated capital expenditures. Our future operating performance and our ability to service, extend or refinance our indebtedness will be subject to future economic conditions and to financial, business and other factors, many of which are beyond our control.

Summary of Cash Flows

	Three Months Ended March 31,	
(in thousands)	**2026**	**2025**
Net cash provided by (used in):		
Operating activities	$ 147,521	$ 133,927
Investing activities	(47,203)	(28,099)
Financing activities	(55,606)	(55,359)
Effect of foreign exchange rates on cash	(172)	348
Net increase in cash, cash equivalents and restricted cash	$ 44,540	$ 50,817

Operating activities

Net cash provided by operating activities of $147.5 million for the three months ended March 31, 2026 was primarily attributable to $51.8 million of net income and $56.6 million of adjustments to reconcile net income to net cash provided by operating activities, primarily consisting of depreciation and amortization, deferred tax expense, equity-based compensation expense, amortization of deferred financing costs and other adjustments and a $39.2 million working capital cash inflow. The working capital cash inflow was primarily attributable to a decrease in accounts receivable primarily from collections in 2026, an increase in deferred revenue primarily from increased annual billing and NAF revenue, an increase in income taxes payable, and a decrease in inventory primarily from the delivery of equipment orders. The working capital cash inflow was partially offset by an increase in restricted assets for the NAF and a decrease in accounts payable and accrued expenses primarily related to equipment orders from prior year end.

Net cash provided by operating activities of $133.9 million for the three months ended March 31, 2025 was primarily attributable to $42.1 million of net income and $51.4 million of adjustments to reconcile net income to net cash provided by operating activities, primarily consisting of depreciation and amortization, deferred tax expense, equity-based compensation expense, gain on insurance proceeds, amortization of deferred financing costs and other adjustments and a $40.4 million working capital cash inflow. The working capital cash inflow was primarily attributable to a decrease in accounts receivable primarily from collections in 2025, an increase in deferred revenue primarily from increased annual billing and NAF revenue, an increase in lease liabilities primarily from new corporate-owned clubs in 2025, an increase in income taxes payable and a decrease in inventory primarily from the delivery of equipment orders. The working capital cash inflow was partially offset by an increase in restricted assets for the NAF and a decrease in accounts payable and accrued expenses primarily related to equipment orders.

Investing activities

For the three months ended March 31, 2026, net cash used in investing activities was $47.2 million compared to $28.1 million in the three months ended March 31, 2025, an increase of $19.1 million. This increase is primarily attributable to the issuance of promissory notes to certain franchisees of $20.6 million and higher capital expenditures of $2.4 million, partially offset by purchases of marketable securities, net of maturities of $4.5 million. Capital expenditures for the three months ended March 31, 2026 and 2025 were as follows:

(in thousands)	Three Months Ended March 31, 2026	2025
New corporate-owned clubs	$ 4,762	$ 7,385
Existing corporate-owned clubs	16,201	11,672
Information systems	2,783	3,739
Corporate and all other	1,755	259
Total capital expenditures	$ 25,501	$ 23,055

Financing activities

For the three months ended March 31, 2026, net cash used in financing activities was $55.6 million compared to $55.4 million in the three months ended March 31, 2025, an increase of $0.2 million.

Securitized Financing Facility

Planet Fitness Master Issuer LLC (the "Master Issuer"), a limited-purpose, bankruptcy-remote, wholly owned indirect subsidiary of Pla-Fit Holdings, LLC, is the master issuer of outstanding senior secured notes under a securitized financing facility that was entered into in August 2018.

In February 2022 and December 2025, the Master Issuer issued the Series 2022-1 Class A-1 Notes (the "2022 Variable Funding Notes") and the Series 2025-1 Class A-1 Notes (the "2025 Variable Funding Notes" and together with the 2022 Variable Funding Notes, the "Variable Funding Notes"), respectively, each of which allow for the drawing of up to $75 million of Variable Funding Notes, including letters of credit facilities. The Variable Funding Notes are undrawn as of March 31, 2026.

There were no material changes to the terms of any debt obligations in the three months ended March 31, 2026. The Company was in compliance with its debt covenants as of March 31, 2026.

Off-balance sheet arrangements

As of March 31, 2026, our off-balance sheet arrangements consisted of guarantees of lease agreements for certain franchisees up to a maximum period of ten years with earlier expiration dates possible if certain conditions are met. Our maximum total obligation under these lease guarantee agreements is approximately $3.5 million and would require payment only upon default by the primary obligor. The estimated fair value of these guarantees as of March 31, 2026 was not material, and no accrual has been recorded for our potential obligation under these arrangements.

Critical accounting policies and use of estimates

There have been no material changes to our critical accounting policies and use of estimates from those described under "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K for the year ended December 31, 2025.

ITEM 3. Quantitative and Qualitative Disclosure about Market Risk

There have been no significant changes to the Company's market risk during the three months ended March 31, 2026. Refer to "Part II. Item 7A. Quantitative and Qualitative Disclosures About Market Risk" in our Annual Report on Form 10-K for the year ended December 31, 2025 for a discussion of the Company's exposure to market risk.

ITEM 4. Controls and Procedures

Evaluation of disclosure controls and procedures

Our management, with the participation of our Chief Executive Officer and Interim Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures, as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of the end of the period covered by this Quarterly Report on Form 10-Q.

There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Our disclosure controls and procedures are designed to provide reasonable assurance of achieving their control objectives.

Based on that evaluation, our Chief Executive Officer and Interim Chief Financial Officer concluded that as of March 31, 2026, our disclosure controls and procedures were effective to provide reasonable assurance that the information required to be disclosed by the Company in the reports it files or submits with the Securities and Exchange Commission is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms

and is accumulated and communicated to our management, including the principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Changes in internal control over financial reporting

There have been no changes in our internal control over financial reporting that occurred during our most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II-OTHER INFORMATION

ITEM 1. Legal Proceedings

We are currently involved in various claims and legal actions that arise in the ordinary course of business, most of which are covered by insurance. We do not believe that the ultimate resolution of these actions will have a material adverse effect on our business, financial condition, results of operations, liquidity or capital resources nor do we believe that there is a reasonable possibility that we will incur material loss as a result of such actions. However, a significant increase in the number of these claims or an increase in amounts owing under successful claims could have a material adverse effect on our business, financial condition and results of operations.

ITEM 1A. Risk Factors

Refer to the "Risks Factors" section in our Annual Report on Form 10-K for the year ended December 31, 2025 for a discussion of risks to which our business, financial condition, results of operations and cash flows are subject. There have been no material changes to the risk factors disclosed in the aforementioned Annual Report.

ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table provides information regarding purchases of shares of our Class A common stock by us and our "affiliated purchasers" (as defined in Rule 10b-18(a)(3) under the Exchange Act) during the three months ended March 31, 2026.

	Issuer Purchases of Equity Securities			
Month Ending	Total Number of Shares Purchased	Average Price Paid Per Share[1]	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs[2][3]
1/31/2026	754,644	$ 108.76	754,644	$ 500,000,000
2/28/2026	256,828	$ 80.36	256,828	$ 479,362,385
3/31/2026	356,897	$ 82.27	356,897	$ 450,000,039
Total	1,368,369		1,368,369	

[1] Average price paid per share includes any broker commissions, but excludes our liability under the 1% excise tax on the net amount of our share repurchases required by the Inflation Reduction Act of 2022.

[2] On December 12, 2025, the Company entered into a $350 million accelerated share repurchase agreement (the "2025 ASR Agreement") with Citibank, N.A. (the "Bank"), under the 2024 share repurchase program. Pursuant to the terms of the 2025 ASR Agreement, on December 16, 2025, the Company paid the Bank $350 million in cash and received 2,548,234 shares of the Company's Class A common stock, which were retired, representing 80% of the total 2025 ASR Agreement value based on the closing price of the Company's Class A common stock on the commencement date of the transaction. Subsequent to the year ended December 31, 2025, final settlement of the 2025 ASR Agreement occurred on January 12, 2026, where the Bank delivered and the Company retired an additional 754,644 shares of the Company's Class A common stock. The final number of shares repurchased was determined based on the volume-weighted average stock price of the Company's Class A common stock of $108.76 during the term of the transaction, less a discount and subject to adjustments pursuant to the terms and conditions of the 2025 ASR Agreement.

[3] On December 15, 2025, the Company's board of directors conditionally approved a share repurchase program of up to $500 million (the "2025 Share Repurchase Program"), which became effective on January 12, 2026. Purchases may be effected through one or more open market transactions, privately negotiated transactions, transactions structured through investment banking institutions, or a combination of the foregoing. The Company may terminate the program at any time.

PLANET FITNESS®

EXHIBIT "I"
TO THE DISCLOSURE DOCUMENT

FRANCHISE AND CORPORATE LOCATIONS

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

Franchise Locations
(open as of December 31, 2025)

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
GMS Dimond, LLC	1920 W Dimond Blvd, Unit I-3	Anchorage	AK	99515	907-341-5500	N
FJMPF Benson LLC	670 E Northern Lights Blvd	Anchorage	AK	99503	907-444-4400	N
GMS Northway, LLC	3101 Penland Pkwy	Anchorage	AK	99508	907-868-7600	N
Easy Mile US, LLC	17151 N Juanita Loop	Eagle River	AK	99577	907-694-5566	N
GMS Fairbanks LP	1255 Airport Way	Fairbanks	AK	99701	907-374-4441	N
Easy Mile US, LLC	2241 E Sun Mountain Ave	Wasilla	AK	99654	907-376-3320	N
PMW Albertville LLC	5850 US Hwy 431	Albertville	AL	35950	256.660.0410	N
MAK Fitness Alexander City LLC	987 Market Place	Alexander City	AL	35010	(256) 392-4866	N
United FP LAN, LLC	528 W Town Plaza	Bessemer	AL	35020	(205) 774-6888	Y
United FP LAN, LLC	4500 Montevallo Rd	Birmingham	AL	35210	(205) 703-0571	Y
United FP LAN, LLC	140 Wildwood Pkwy	Birmingham	AL	35209	205-719-1722	Y
United FP LAN, LLC	168 Inverness Plz	Birmingham	AL	35242-4896	205-408-0020	Y
United FP LAN, LLC	9118 Parkway E	Birmingham	AL	35206-1507	205-208-0414	Y
PMW Cullman LLC	1727 2nd Ave SW	Cullman	AL	35055	256-747-5405	N
Habit Enterprises, Inc.	29685 Renaissance Blvd	Daphne	AL	36526	251-621-7800	N
Two Marks Decatur LLC	809 Beltline Rd Sw Ste B	Decatur	AL	35601-6337	256-724-0979	Y
Vantage Panama, LLC	3121 Ross Clark Cir	Dothan	AL	36303-3051	334-792-1701	Y
Vantage Rucker, LLC	913 Rucker Blvd	Enterprise	AL	36330	(334) 475-2328	Y
East Bay Fitness Inc	175 Baldwin Sq	Fairhope	AL	36532	(251) 308-1020	N
Two Marks Florence, LLC	1518 Florence Blvd	Florence	AL	35630	(256) 924-6191	Y
AK Fitness, LLC	1639 S McKenzie St	Foley	AL	36535	(251) 943-9370	N
Gadsden Fitness, LLC	1001 Rainbow Dr	Gadsden	AL	35901-5376	256-438-5459	N
Hartselle Fitness LLC	240 Highway 31	Hartselle	AL	35640	256-387-7005	Y
United FP LAN, LLC	1839 Montgomery Hwy Ste 40	Hoover	AL	35244-2524	205-444-2282	Y
Two Marks Huntsville LLC	1001 Memorial Pkwy	Huntsville	AL	35801	(256) 945-0501	Y
PMW Jasper LLC	714 Hwy 78 E	Jasper	AL	35501	(205) 384-9161	N
Two Marks Properties, LLC	8050 Hwy 72 W	Madison	AL	35758	256-724-0990	Y
Dauphin Street Fitness, LLC	3055 Dauphin St	Mobile	AL	36606-4040	251-287-1108	N
CCD Fitness, LLC	5363 Hwy 90 W	Mobile	AL	36619	251-660-1700	N
Mas II Mas, LLC	308 S University Blvd	Mobile	AL	36609	251-414-2700	N
North Mobile Fitness, LLC	900B Schillinger Rd	Mobile	AL	36695	251-776-5600	N
Woodward Fitness, LLC	1306 Woodward Ave	Muscle Shoals	AL	35661	256-826-3530	Y
Northport Fitness, Inc.	3380 McFarland Blvd, Ste 1	Northport	AL	35476	205-686-6004	N
PMW Oxford LLC	140 Spring Branch Rd	Oxford	AL	36203	2564036348	N
PMW Pell City LLC	300 Vaughan Ln	Pell City	AL	35125	(659) 214-1133	N
South Huntsville Fitness, LLC	11319 S Memorial Pkwy	Huntsville	AL	35803	256-427-4285	Y
MAK Fitness Troy LLC	1267 US Hwy 231 S	Troy	AL	36081	(334) 670-9000	N
Bama Fitness, Inc.	1800 McFarland Blvd E, Ste 321	Tuscaloosa	AL	35404	205-752-7878	N
Bama Fitness II, Inc.	635 Skyland Blvd	Tuscaloosa	AL	35405	(205) 506-2717	N
United FP LAN, LLC	700 Montgomery Hwy, Ste 138	Vestavia Hills	AL	35216	205-208-0398	Y
United FP JLM, LLC	1515 Military Rd	Benton	AR	72015	(501) 408-2888	Y
Excel Fitness BEB IV, LLC	1001 SW Westpark Dr	Bentonville	AR	72712	479-255-5756	Y
United FP JLM, LLC	150 E Oak St	Conway	AR	72032	501-358-6261	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
United FP JLM, LLC	2028 N West Ave	El Dorado	AR	71730	(870) 639-4700	Y
Excel Fitness BEB VII LLC	1768 N Crossover Rd	Fayetteville	AR	72701	479-334-2963	Y
Excel Fitness BEB II, LLC	3300 W Grove Dr	Fayetteville	AR	72704-5001	479-368-0359	Y
United FP JLM, LLC	5825 Rogers Ave	Fort Smith	AR	72903	(479) 755-9888	Y
United FP JLM, LLC	615 Hwy 62 65 North	Harrison	AR	72601	870-716-2380	Y
United FP JLM, LLC	3310 Central Ave	Hot Springs	AR	71913	(501) 651-2424	Y
United FP JLM, LLC	612 NJP Wright Loop Rd	Jacksonville	AR	72076	(501) 596-8080	Y
United FP JLM, LLC	1525 S Caraway Rd, Ste A	Jonesboro	AR	72401	(870) 819-4455	Y
United FP JLM, LLC	8721 Geyer Springs Rd	Little Rock	AR	72209	(501) 291-3925	Y
United FP JLM, LLC	11400 W Markham St	Little Rock	AR	72211	501-313-5074	Y
United FP JLM, LLC	4617 John F Kennedy Blvd	Little Rock	AR	72116	(501) 377-9535	Y
United FP JLM, LLC	2901 S Olive St	Pine Bluff	AR	71603	(870) 727-9988	Y
Excel Fitness BEB, LLC	100 N Dixieland Rd, Suite G	Rogers	AR	72756-1123	479-278-4564	Y
United FP JLM, LLC	405 N Arkansas Ave	Russellville	AR	72801	479-498-9559	Y
United FP JLM, LLC	3500 E Race St	Searcy	AR	72143	(501) 254-0009	Y
Excel Fitness BEB VI, LLC	2137 Ravenwood Plaza	Siloam Springs	AR	72761	479-368-0484	Y
Excel Fitness BEB III, LLC	4093 W Sunset Ave Ste 108	Springdale	AR	72762-4700	479-262-0747	Y
United FP JLM, LLC	280 Cloverleaf Plaza	Van Buren	AR	72956	(479) 235-2075	Y
United FP TOM, LLC	3003 W Apache Trl Ste 1	Apache Junction	AZ	85120-3635	480-845-1021	Y
United FP TOM, LLC	200 N Avondale Blvd	Avondale	AZ	85323	623-882-9228	Y
United FP TOM, LLC	1341 S Watson Rd	Buckeye	AZ	85326	(480) 360-2770	Y
IFH Arizona, LLC	1568 Marina Blvd	Bullhead City	AZ	86442	928-299-5074	N
United FP TOM, LLC	Tri Valley Plaza, 1325 E Florence Blvd	Casa Grande	AZ	85122	520-788-6200	Y
United FP TOM, LLC	1020 N 54th St	Chandler	AZ	85226	(480) 705-3264	Y
United FP TOM, LLC	1420 S Arizona Ave	Chandler	AZ	85286-6518	480-963-4200	Y
United FP TOM, LLC	2980 N Alma School Rd	Chandler	AZ	85224	(480) 634-4773	Y
United FP TOM, LLC	1655 E Cottonwood St	Cottonwood	AZ	86326	(928) 963-9300	Y
United FP TOM, LLC	4650 US Hwy 89, Ste B-2	Flagstaff	AZ	86004	(928)326-2990	Y
United FP TOM, LLC	915 S Gilbert Rd	Gilbert	AZ	85296	480-372-2555	Y
United FP TOM, LLC	5382 S Power Rd	Gilbert	AZ	85295	(602) 730-7400	Y
United FP TOM, LLC	858 S Greenfield Rd	Gilbert	AZ	85296	(602) 904-5060	Y
United FP TOM, LLC	706 N McQueen Rd	Gilbert	AZ	85233-3500	623-250-5520	Y
United FP TOM, LLC	4874 S Val Vista Dr	Gilbert	AZ	85298	(480) 508-8815	Y
United FP TOM, LLC	4414 W Cactus Rd	Glendale	AZ	85304-2338	602-767-7007	Y
United FP TOM, LLC	5121 W Glendale Ave	Glendale	AZ	85301	623-748-9223	Y
United FP TOM, LLC	515 S Cotton Ln	Goodyear	AZ	85338	(623) 900-2005	Y
United FP TOM, LLC	409 N Litchfield Rd	Goodyear	AZ	85338-1300	623.777.4300	Y
Evolution Management LLC	100 W Duval Mine Rd, Ste 170	Sahuarita	AZ	85614	520-284-6484	Y
IFH Arizona, LLC	3911 N Stockton Hill Rd	Kingman	AZ	86409	(928) 263-6446	N
IFH Arizona, LLC	1755 McCulloch Blvd N	Lake Havasu City	AZ	86403	(928) 302-2025	N
Marana FP LLC	3840 W River Rd	Tucson	AZ	85741-3793	520-350-9505	Y
United FP TOM, LLC	20595 N John Wayne Pkwy, Ste 400	Maricopa	AZ	85139	(520) 666-2300	Y
United FP TOM, LLC	2643 E Broadway Rd	Mesa	AZ	85204-1529	480-219-8484	Y
United FP TOM, LLC	1919 N Power Rd	Mesa	AZ	85205-3728	480-508-7850	Y
United FP TOM, LLC	825 W University Dr	Mesa	AZ	85201	(480) 307-8478	Y
Evolution Management LLC	570 W Mariposa Rd	Nogales	AZ	85621	520-377-2816	Y
BDP Oro Valley AZ, LLC	10525 N Oracle Rd	Oro Valley	AZ	85737	520-614-6922	N
United FP TOM, LLC	20713 N 83rd Ave	Peoria	AZ	85382	(623) 399-6877	Y
United FP TOM, LLC	7565 W Peoria Ave	Peoria	AZ	85345	(623) 792-5211	Y
United FP TOM, LLC	1625 W Camelback Rd	Phoenix	AZ	85015	(602) 374-4341	Y
United FP TOM, LLC	3975 E Thomas Rd	Phoenix	AZ	85018	602-275-0681	Y
United FP TOM, LLC	4907 W Bell Rd	Phoenix	AZ	85308	(602) 595-2779	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
United FP TOM, LLC	7620 W Lower Buckeye Rd	Phoenix	AZ	85043	(480) 360-2384	Y
United FP TOM, LLC	4344 W Indian School Rd	Phoenix	AZ	85031-2984	602.767.7005	Y
United FP TOM, LLC	3630 W Southern Ave	Phoenix	AZ	85041	(602) 354-3887	Y
United FP TOM, LLC	3331 W Peoria Ave, Ste 101 & 102	Phoenix	AZ	85029	602-374-5957	Y
United FP TOM, LLC	320 E Bell Rd	Phoenix	AZ	85022	602-588-4200	Y
United FP TOM, LLC	3202 E Greenway Rd	Phoenix	AZ	85032	(623) 439-5550	Y
United FP TOM, LLC	26 E Baseline Rd	Phoenix	AZ	85042	(602) 761-9712	Y
United FP TOM, LLC	8921 N 7th Street	Phoenix	AZ	85020	(480) 745-2710	Y
United FP TOM, LLC	7333 W Thomas Rd Ste 78	Phoenix	AZ	85033-5549	623-344-0600	Y
United FP TOM, LLC	1841 E State Hwy 69, Ste 112	Prescott	AZ	86301	928-350-8832	Y
United FP TOM, LLC	21545 S Ellsworth Loop Rd	Queen Creek	AZ	85142	(623) 748-4250	Y
United FP TOM, LLC	10105 E Vía Linda, Ste B-110	Scottsdale	AZ	85258	(602) 362-2050	Y
Evolution Management LLC	750 W Deuce Of Clubs	Show Low	AZ	85901-5810	928-251-2411	Y
Evolution Management LLC	493 N Hwy 90 Ste 100	Sierra Vista	AZ	85635	(520) 263-4543	Y
United FP TOM, LLC	15569 W Bell Rd, Ste 569	Surprise	AZ	85374	(602) 892-8650	Y
United FP TOM, LLC	3122 S Mcclintock Dr	Tempe	AZ	85282-5629	480-361-4200	Y
United FP TOM, LLC	1405 W Southern Ave	Tempe	AZ	85282	(480) 219-8281	Y
BDP Irvington AZ, LLC	4755 S Calle Santa Cruz Rd	Tucson	AZ	85714	(520) 495-4200	N
Old Spanish Trail FP, LLC	9590 E 22nd St	Tucson	AZ	85748-7501	520-296-2518	Y
BDP Swanway AZ, LLC	4722 E Broadway Blvd	Tucson	AZ	85711	(520) 829-7300	N
BDP Marketplace AZ, LLC	1125 E Tucson Marketplace Blvd	Tucson	AZ	85713	(520) 867-6888	N
BDP Tucson Mall AZ, LLC	4848 N Old Oracle Rd	Tucson	AZ	85705	520-293-4200	N
United FP TOM, LLC	1232 S Castle Dome Ave	Yuma	AZ	85365-5302	928-782-5555	Y
United FP TOM, LLC	11274 S Fortuna Rd	Yuma	AZ	85367	928 -277-4700	Y
MLM Group Alhambra, LLC	610 E Valley Blvd	Alhambra	CA	91801	626-576-8800	Y
1620 W Katella Avenue Fitness Group LLC	1620 W Katella Ave	Anaheim	CA	92802	(657)251-0222	Y
Williamson Ranch Fitness, LLC	4863 Lone Tree Prkwy	Antioch	CA	94531	(925) 477-3250	Y
GFP Arroyo Grande, LLC	1576 West Branch Street	Arroyo Grande	CA	93420	(805) 270-7588	Y
GFP Atascadero, LLC	8210 El Camino Real	Atascadero	CA	93422-5215	(805) 464-6686	Y
GFP Atwater, LLC	571 Bellevue Rd	Atwater	CA	95301-2928	831-285-0346	Y
Airport Fitness, LLC	731 Airport Dr	Bakersfield	CA	93308	661-391-8525	N
Cal Ave Fitness LLC	4001 California Ave	Bakersfield	CA	93309	(661) 374-8429	N
Niles Fitness, LLC	6151 Niles St	Bakersfield	CA	93306	(661) 742-1920	N
JKG Fitness Inc	6300 Ashe Rd	Bakersfield	CA	93313	661-735-8467	N
Stockdale Fitness LLC	11425 Stockdale Hwy	Bakersfield	CA	93311-1389	661-381-7226	N
MLM Group Baldwin Park LLC	14121 Ramona Blvd	Baldwin Park	CA	91706-3146	(626) 869-9919	Y
Saber Fitness Beaumont, LLC	1579 E 2nd St	Beaumont	CA	92223	951-845-0966	Y
Saber Fitness Bellflower, LLC	9055 Artesia Blvd	Bellflower	CA	90706	562-866-8800	N
Saber Fitness Buena Park, LLC	8960 Knott Ave	Buena Park	CA	90620-4137	714-952-3000	N
Buena Park Fitness Group, LLC	8379 La Palma Ave	Buena Park	CA	90620	(714) 676-0944	Y
MLM Group Burbank, LLC	10950 Sherman Way, Ste 160	Burbank	CA	91505	(818) 847-0100	Y
Evolution Management LLC	2304 Imperial Ave	Calexico	CA	92231	7607682962	N
Baseline Fitness MV, LLC	2440 Las Posas Rd	Camarillo	CA	93010	(805) 388-8838	N
Carlsbad Gyms, LLC	2502 El Camino Real	Carlsbad	CA	92008	(760) 607-6232	N
So Cal Carson, LLC	123 E Lomita Blvd	Carson	CA	90745-6305	310-830-1300	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
So Cal Carson Town Center, LLC	504 Carson Town Center N	Carson	CA	90745	(424) 570-9494	Y
Baseline Fitness MV, LLC	34461 Date Palm Dr	Cathedral City	CA	92234	(760) 202-9999	N
PCV Ceres 1 LLC	2916 E Whitmore Ave	Ceres	CA	95307	(209) 581-0931	Y
So Cal Cerritos, LLC	12831 Towne Center Dr	Cerritos	CA	90703	(562) 860-2031	Y
Chatsworth Fitness Group LLC	9825 Mason Ave	Chatsworth	CA	91311	818-531-0399	Y
Chico Fitness, LLC	1950 East 20th St	Chico	CA	95928	530-965-5492	N
Chino Town Fitness Group LLC	5515 Philadelphia St	Chino	CA	91710	(909) 342-6360	Y
PF Chula Vista, LLC	1210 Broadway	Chula Vista	CA	91911	(619) 869-8368	Y
PF Otay Ranch, LLC	2015 Birch Rd, Unit 0150	Chula Vista	CA	91915	619-271-1073	Y
Citrus Heights Fitness, LLC	7016 Sunrise Blvd	Citrus Heights	CA	95610	916-727-3300	Y
GFP Clovis LLC	634 Shaw Ave	Clovis	CA	93612	(559) 297-3455	Y
Baseline Fitness MV, LLC	50249 Cesar Chavez St	Coachella	CA	92236	760-398-8888	N
So Cal Compton, LLC	235 E Compton Blvd	Compton	CA	90220	4247042044	Y
Concord Fitness, LLC	3375 Port Chicago Hwy, Suite 51	Concord	CA	94520	(925) 826-5709	Y
Saber Fitness Corona, LLC	1540 W 6th St	Corona	CA	92882	(951) 808-9705	Y
Saber Fitness Corona Crossing, LLC	3685 Grand Oaks	Corona	CA	92881	951-371-7825	Y
Saber Fitness Costa Mesa, LLC	2200 Harbor Blvd	Costa Mesa	CA	92627	949-548-4090	N
Saber Fitness Covina, LLC	1480 N Azusa Ave, Ste A	Covina	CA	91722	626-332-2190	N
JMCL Properties, LLC	2945 Junipero Serra Blvd	Daly City	CA	94014-2549	650-994-9080	N
Davis Fitness LLC	2135 Cowell Blvd	Davis	CA	95618-6388	530-298-2290	Y
Delano Fitness LLC	625 Cecil Ave	Delano	CA	93215	(661) 778-0049	N
Diamond Bar Fitness Group LLC	2797 S Diamond Bar Blvd	Diamond Bar	CA	91765-3414	(909) 323-2060	Y
So Cal Downey, LLC	9501 Lakewood Blvd	Downey	CA	90240-3306	(562) 299-3008	Y
MLM Group Duarte, LLC	1193 Huntington Dr	Duarte	CA	91010	6265930039	Y
GFP East Oakland, LLC	10715 Macarthur Blvd	Oakland	CA	94605-5257	(925) 888-6036	Y
PF El Centro LLC	1910 N Imperial Ave	El Centro	CA	92243	(760) 370-9435	Y
MLM Group El Monte LLC	3542 N Peck Rd	El Monte	CA	91731	(626) 401-1100	Y
GFP Emeryville, LLC	4349 San Pablo Ave	Emeryville	CA	94608	510-324-9151	Y
Encino Fitness Group, LLC	17401 Ventura Blvd	Encino	CA	91316	(818) 796-5575	Y
Clayton D. Griffin, LLC	1349 E Valley Pkwy	Escondido	CA	92027-2311	(760) 489-8202	N
PF Escondido LLC	1256 Auto Park Way	Escondido	CA	92029	442-257-2220	Y
FJMPF Eureka, LLC	3300 Broadway St, Ste 700	Eureka	CA	95501	(707) 492-5353	N
Fairfield Fitness, LLC	2525 N Texas St, Ste D	Fairfield	CA	94533	(707) 759-5013	Y
Northridge Fitness, LLC	4854 San Juan Ave	Fair Oaks	CA	95628	(916) 546-1940	Y
Folsom Fitness LLC	875 E Bidwell St	Folsom	CA	95630-3349	(916) 954-0275	Y
Saber Fitness Fontana, LLC	10200 Juniper Ave	Fontana	CA	92335	909-350-3325	Y
Saber Fitness Summit Fontana, LLC	14940 Summit Ave	Fontana	CA	92336	??(909) 646-7181	Y
Foothill Ranch Fitness Group LLC	26682 Portola Pkwy	Foothill Ranch	CA	92610	(949) 619-4600	Y
16201 Harbor Boulevard Fitness Group, LLC	16201 Harbor Blvd	Fountain Valley	CA	92708	657-232-4460	Y
GMS Fremont LP	5140 Mowry Ave	Fremont	CA	94538	510-797-5000	N
GFP Fremont, LLC	35630 Fremont Blvd	Fremont	CA	94536	510-991-5223	Y
4938 East Kings Canyon Road, LLC	4938 E Cesar Chavez Blvd	Fresno	CA	93727-3896	559-251-7100	Y
4938 East Kings Canyon Road, LLC	741 E Barstow Ave	Fresno	CA	93710-6205	559-225-2835	Y
GFP Fresno 4, LLC	3756 N Blackstone Ave	Fresno	CA	93726	(559) 241-7288	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
GFP Fresno 3, LLC	3382 W Shaw Ave	Fresno	CA	93711	(559) 276-5770	Y
Fullerton Square Fitness Group LLC	104 North Raymond Ave	Fullerton	CA	92831	(714) 202-0513	Y
Stanton Village Center Fitness Group, LLC	12927 Beach Blvd	Stanton	CA	90680	714-462-4692	Y
MLM Group Glendale LLC	240 N Brand Blvd, Unit 200	Glendale	CA	91203-2610	818-572-4334	Y
AHFC Goleta, LLC	7127 Hollister Ave	Goleta	CA	93117-2859	(805) 456-8666	Y
Granada Hills Fitness Group, LLC	11122 Balboa Blvd	Granada Hills	CA	91344	(747) 300-5788	Y
Granite Bay Fitness, LLC	6891 Douglas Blvd	Granite Bay	CA	95746-6200	916-238-3065	Y
T5 Hanford, LLC	1919 W Lacey Blvd	Hanford	CA	93230	(559) 410-8121	N
Saber Fitness HG, LLC	21101 Norwalk Blvd	Hawaiian Gardens	CA	90716-1017	562-653-1100	N
So Cal Hawthorne, LLC	13119 Hawthorne Blvd	Hawthorne	CA	90250	424.428.0600	Y
GMS Hayward, LLC	214 B Southland Mall Dr	Hayward	CA	94545	510-264-1800	N
Saber Fitness Hemet, LLC	1390 E Florida Ave, #A8	Hemet	CA	92544	(951) 765-4330	Y
Hemet Southwest Fitness, LLC	1165 S Sanderson Ave	Hemet	CA	92545-9047	951-389-3125	Y
Baseline Fitness Hesperia LLC	12745 Main St	Hesperia	CA	92345	(760) 947-1288	N
Baseline Fitness MV, LLC	18683 Bear Valley Rd	Hesperia	CA	92395	442-333-1643	N
Peninsula Marketplace Fitness Group, LLC	19101 Goldenwest St	Huntington Beach	CA	92648	(657) 215-8596	Y
So Cal Huntington Park, LLC	7010 S Alameda St	Huntington Park	CA	90255	323-581-2600	Y
So Cal Inglewood Imperial, LLC	2700 W Imperial Hwy	Inglewood	CA	90303	(323) 285-2874	Y
So Cal Gyms, LLC	500 E Manchester Blvd Ste A	Inglewood	CA	90301-9295	310-330-1190	Y
Saber Fitness Jurupa, LLC	6348 Mission Blvd, Unit 105	Riverside	CA	92509-4123	(951) 608-1220	Y
30272 Crown Valley Parkway Fitness Group LLC	30272 Crown Valley Pkwy	Laguna Niguel	CA	92677	(949) 429-4378	Y
Saber Fitness Lake Elsinore, LLC	32261 Mission Trail, Bldg F	Lake Elsinore	CA	92530	(951) 471-4999	Y
Lake Forest Fitness Group LLC	23633 El Toro Rd	Lake Forest	CA	92630-4780	(949) 519-2511	Y
PF Lakeside LLC	12419 Woodside Ave	Lakeside	CA	92040	(619) 749-0123	Y
Wingman Partners, LLC	44600 Valley Central Way	Lancaster	CA	93536	(661) 941-3333	Y
MLM Group La Puente, LLC	1717 N Hacienda Blvd	La Puente	CA	91744	626-917-0300	Y
Baseline Fitness MV, LLC	78987 Hwy 111	La Quinta	CA	92253	(760) 771-1671	N
GFP Lodi, LLC	520 S Cherokee Ln	Lodi	CA	95240	(209) 334-2001	Y
GFP Lompoc, LLC	1009 N H St	Lompoc	CA	93436	(805) 735-3055	Y
So Cal Long Beach Cherry, LLC	5400 Cherry Ave	Long Beach	CA	90805	(562) 800-3396	Y
So Cal Long Beach Downtown, LLC	345 Pine Ave	Long Beach	CA	90802-2327	562-473-3461	Y
So Cal Long Beach, LLC	1890 Ximeno Ave	Long Beach	CA	90815	(657) 341-2600	Y
So Cal LA Slauson LLC	3230 W Slauson Ave	Los Angeles	CA	90043-2563	(213) 558-2182	Y
437 Broadway Fitness Group, LLC	437 S Broadway	Los Angeles	CA	90013	(213) 699-0030	Y
Washington Square Fitness Group LLC	4050 W Washington Blvd	Los Angeles	CA	90018-1050	(213) 374-0863	Y
MLM Group Midtown, LLC	4645 Venice Blvd	Los Angeles	CA	90019	323-933-3333	Y
W Washington Blvd LLC	1122 W Washington Blvd	Los Angeles	CA	90015-3349	(213) 784 5151	Y
So Cal LA Washington, LLC	1000 E Washington Blvd, Suite 120	Los Angeles	CA	90021	(213) 749-1606	Y
So Cal LA Wilmington, LLC	11740 Wilmington Ave	Los Angeles	CA	90059	(323) 538-5151	Y
GFP Los Banos, LLC	2240 E Pacheco Blvd	Los Banos	CA	93635	(209) 587-8584	Y

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So Cal Lynwood, LLC	3170 E Imperial Hwy	Lynwood	CA	90262	(310) 605-5140	Y
GFP Madera, LLC	313 W Olive Ave	Madera	CA	93637	(559) 674-0102	Y
PCV Manteca 1 LLC	1305 W Yosemite Ave	Manteca	CA	95336	(209) 707-2600	Y
GFP Merced, LLC	3155 R Street	Merced	CA	95348	(209) 259-1572	Y
Saber Fitness Milpitas, LLC	158 Ranch Dr	Milpitas	CA	95035	408-957-8906	Y
GFP Modesto 3, LLC	3900 Pelandale Ave	Modesto	CA	95356-8705	2099001900	Y
PCV Modesto 1 LLC	2401 E Orangeburg Ave Ste 400	Modesto	CA	95355-3396	209-572-2921	Y
PCV Modesto 2 LLC	2045 W Briggsmore Ave Ste B14	Modesto	CA	95350-3767	209-341-2500	Y
Baseline Fitness MV, LLC	12625 Frederick St	Moreno Valley	CA	92553-5216	951-697-8445	N
Saber Fitness Murietta, LLC	24380 Village Walk Place	Murrieta	CA	92562	(951) 461-1008	Y
Napa Fitness LLC	1525 W Imola Ave	Napa	CA	94559	(707) 254-9450	N
PF National City LLC	2530 Southport Way, Ste A	National City	CA	91950	(619) 434-8400	Y
PF National City II LLC	34 N Euclid Ave	National City	CA	91950	(619) 310-5418	Y
Natomas Fitness, LLC	4750 Natomas Blvd	Sacramento	CA	95835	916-857-8630	Y
North Highlands Fitness, LLC	5945 Watt Ave	North Highlands	CA	95660	(916) 550-2587	Y
MLM Group Canyon, LLC	6657 Laurel Canyon Blvd	North Hollywood	CA	91606	818-850-7005	Y
Northridge Fitness Group, LLC	16930 Parthenia St	Northridge	CA	91343	(747) 356-8005	Y
So Cal Norwalk, LLC	12832 Rosecrans Ave	Norwalk	CA	90650	(562) 278-1400	Y
GFP Oakland, LLC	4055 Macarthur Blvd	Oakland	CA	94619-1903	510-336-9542	Y
Saber Fitness Hegenberger, LLC	610 Hegenberger Rd	Oakland	CA	94621	510-577-9636	N
GFP Oakland Market Street, LLC	900 Market St, #301	Oakland	CA	94607	(510) 543-0312	Y
Elessar, LLC	4130 Oceanside Blvd	Oceanside	CA	92056	(760) 941-4855	N
PF Oceanside LLC	3764 Mission Ave	Oceanside	CA	92058-1409	760-696-3497	Y
GFP Ont, LLC	2446 S Vineyard Ave	Ontario	CA	91761-6400	909-947-0020	N
Saber Fitness Ontario LLC	1670 E 4th St	Ontario	CA	91764	909-391-1515	Y
720 Tustin Mayfair Plaza Fitness Group, LLC	764 N Tustin St	Orange	CA	92867	(714) 716-2100	Y
Oroville Fitness, LLC	2000 Feather River Blvd	Oroville	CA	95965-5705	530-703-6454	Y
Baseline Fitness MV, LLC	2059 N Oxnard Blvd	Oxnard	CA	93036	(805) 981-8181	Y
Wingman Partners II, Inc.	40014 10th St W	Palmdale	CA	93551	(661) 622-3333	Y
Wingman Partners VI, Inc.	37950 47th St East	Palmdale	CA	93552-3271	661.622.8000	Y
Baseline Fitness MV, LLC	72250 Highway 111	Palm Desert	CA	92260	760-797-7196	N
So Cal Paramount LLC	14601 Lakewood Blvd	Paramount	CA	90723-3602	(562) 543-0297	Y
MLM Group Pasadena, LLC	345 S Lake Ave Ste 201	Pasadena	CA	91101-5045	626-239-9007	Y
GFP Paso Robles, LLC	1131 Creston Rd, Ste 97	Paso Robles	CA	93446	805-239-4023	Y
Saber Fitness Perris, LLC	1690 N Perris Blvd	Perris	CA	92571	951-940-4649	Y
Petaluma Fitness LLC	373 S McDowell Blvd, Ste 10C	Petaluma	CA	94952	(707) 769-3177	N
Saber Fitness Pinole, LLC	1570 Fitzgerald Dr	Pinole	CA	94564	(510) 243-8791	N
Pittsburg Fitness, LLC	2240 Loveridge Rd	Pittsburg	CA	94565	(925) 439-1518	Y
Rio Rancho Fitness Group, LLC	2057 Rancho Valley D	Pomona	CA	91766	909-417-0039	Y
T5 Porterville, LLC	1326 W Olive Ave	Porterville	CA	93257	(559) 306-6767	N
PF Poway LLC	12342 Poway Rd	Poway	CA	92064-4243	(858) 883-4308	Y
Rancho Cordova Fitness, LLC	10373 Folsom Blvd	Rancho Cordova	CA	95670-3518	916-368-5000	Y
Saber Fitness Rancho Cucamonga LLC	8776 Base Line Rd Ste A	Rancho Cucamonga	CA	91701-5597	840-800-4005	Y
Red Bluff Fitness, LLC	1025 S Main St	Red Bluff	CA	96080	(530)602-5125	Y
Redding Fitness, LLC	1725 Hilltop Dr	Redding	CA	96002	(530) 395-5800	N

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
Saber Fitness Redwood City, LLC	242 Walnut St	Redwood City	CA	94063-1717	650-363-1641	Y
GFP Reedley, LLC	1201 Manning Ave	Reedley	CA	93654-2378	350-203-2083	Y
Saber Fitness Rialto, LLC	2008 N Riverside Ave	Rialto	CA	92377	(909) 421-4815	Y
Saber Fitness Rialto II, LLC	585 S Riverside Ave	Rialto	CA	92376	909-820-9417	Y
GFP Richmond, LLC	4925 Macdonald Ave	Richmond	CA	94805	510-232-2100	Y
Saber Fitness Riverside, LLC	4135 Chicago Ave, Ste 190	Riverside	CA	92507	(951) 779-2977	Y
Saber Fitness Riverside 2 LLC	3380 Tyler St, Unit #3380 A	Riverside	CA	92503	951-476-3725	Y
Rocklin Fitness, LLC	6831 Lonetree Blvd	Rocklin	CA	95765	(916) 755-6015	Y
GMS Rohnert LLC	6599 Commerce Blvd	Rohnert Park	CA	94928-2407	707-585-8900	N
Bradville Square Fitness LLC	3615 Bradshaw Rd Ste C	Sacramento	CA	95827-3276	916-758-8995	Y
Roseville Fitness, LLC	1159 Roseville Sq, Ste 100	Roseville	CA	95678	(916) 604-8235	Y
MLM Group RH LLC	17584 Colima Rd	Rowland Heights	CA	91748	626-225-0030	Y
Country Club Plaza Fitness, LLC	2400 Watt Ave	Sacramento	CA	95825	(916) 407-3280	Y
Mack Road Fitness, LLC	6051 Mack Rd	Sacramento	CA	95823	916-427-1781	Y
Stockton Fitness, LLC	5138 Stockton Blvd	Sacramento	CA	95820	916-457-7701	Y
Scenic Investments Salinas Fitness, LLC	1210 Northridge Mall	Salinas	CA	93906	(831) 272-3558	N
Pascal Investments LLC	930 S Main St	Salinas	CA	93901-2405	(831) 788-3667	Y
Saber Fitness San Bernardino, LLC	435 E Hospitality Ln	San Bernardino	CA	92408	(909) 381-1444	Y
GFP San Bern, LLC	2041 E Highland Ave	San Bernardino	CA	92404	909-863-0718	N
Baseline Fitness MV, LLC	570 S Mount Vernon Ave	San Bernardino	CA	92410-2760	909-885-8883	N
AGPCAL San Bruno, LLC	1150 El Camino Real, Unit 209	San Bruno	CA	94066	650-870-2700	Y
OWF Rancho Penasquitos LLC	13167 Black Mountain Rd	San Diego	CA	92129-2684	619.929.4137	Y
PF Euclid, LLC	1725 Euclid Ave	San Diego	CA	92105	(619) 564-6619	Y
PF Sorrento LLC	9420 Scranton Rd	San Diego	CA	92121	(858)281-0408	Y
PF University Ave, LLC	6501 University Ave	San Diego	CA	92115	(619) 550-5808	Y
San Dimas Fitness Group, LLC	601 W Arrow Hwy	San Dimas	CA	91773	(909) 505-1525	Y
JMCL Properties, LLC	417 Montgomery St	San Francisco	CA	94104	415-433-3033	N
AGPCAL Lakeshore Plaza, LLC	1533 Sloat Blvd	San Francisco	CA	94132-1222	628-303-3332	Y
Saber Fitness Aborn, LLC	3251 S White Rd	San Jose	CA	95148	408-532-1215	Y
Saber Fitness Gould Plaza, LLC	1035 E Capitol Expy Ste 20	San Jose	CA	95121-2415	669-317-1183	Y
Saber Fitness Princeton, LLC	1375 Blossom Hill Rd	San Jose	CA	95118	408-266-6980	Y
Saber Fitness Saratoga, LLC	1328 Saratoga Ave	San Jose	CA	95129	408-248-1566	Y
Sun Garden Fitness, LLC	1462 Monterey Rd	San Jose	CA	95110-3445	408-786-2410	Y
AHFC San Luis Obispo, LLC	3880 Broad St	San Luis Obispo	CA	93401-7110	805-242-1951	Y
PF San Marcos LLC	641 S Rancho Santa Fe Rd	San Marcos	CA	92078-3973	442-515-3002	Y
GFP San Pablo, LLC	13222 San Pablo Ave	San Pablo	CA	94806	510-619-9710	Y
LJS Fitness, Inc.	2725 N Bristol St	Santa Ana	CA	92706	714-568-9700	N
1760 East Edinger Fitness Group, LLC	1760 E Edinger Ave	Santa Ana	CA	92705	714-912-9450	Y
Wingman Partners IV, Inc.	19150 Soledad Canyon Rd	Santa Clarita	CA	91351-3364	661-560-9900	N
So Cal Santa Fe, LLC	13469 Telegraph Rd	Whittier	CA	90605-3435	562-941-0051	Y
GFP Santa Maria, LLC	1505 Stowell Center Plaza	Santa Maria	CA	93454	805-621-7405	Y
Baseline Fitness MV, LLC	568 Main St	Santa Paula	CA	93060	805-420-4332	Y
Santa Rosa Fitness, LLC	2705 Santa Rosa Ave	Santa Rosa	CA	95407-6232	603-446-6794	N

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Wingman Partners III, Inc.	2803 E Cochran St	Simi Valley	CA	93065	805-755-2222	N
So Cal South Gate, LLC	8724 Garfield Ave	South Gate	CA	90280-3722	562-927-7766	Y
PCV Stockton No. 1, LLC	1175 W March Ln	Stockton	CA	95207-6212	209-477-7800	Y
PCV Stockton No. 2, LLC	1010 E. Hammer Lane	Stockton	CA	95210	209-623-1499	Y
Studio Fitness Group LLC	12050 Ventura Blvd Fl 2	Studio City	CA	91604-2638	747-203-7334	Y
MLM Group Lakeview LLC	11950 Foothill Blvd	Lake View Terrace	CA	91342	747-246-5770	Y
Saber Fitness Temecula, LLC	40355 Winchester Rd	Temecula	CA	92591	951-296-1120	Y
MLM Group Temple, LLC	9055 E Las Tunas Dr Ste 160	Temple City	CA	91780	626-210-3800	Y
Wingman Partners V, Inc.	3825 E Thousand Oaks Blvd Ste K	Thousand Oaks	CA	91362-6645	805-870-2200	N
So Cal Torrance, LLC	20040 Hawthorne Blvd	Torrance	CA	90503	310-371-7773	Y
GFP Tracy, LLC	3262 N Tracy Blvd	Tracy	CA	95376	209-319-2080	Y
T5 Tulare, LLC	1277 N Cherry St	Tulare	CA	93274	559-329-5526	N
Scenic Investments Turlock Fitness, LLC	1360 W Main St	Turlock	CA	95380-5116	209-777-4355	Y
District Tustin Fitness Group LLC	2495 Park Ave	Tustin	CA	92782	949-930-0085	Y
1029 North Mountain Avenue Fitness Group LLC	1028 N Mountain Ave	Upland	CA	91786	909-297-5090	Y
Browns Valley Fitness, LLC	154 Browns Valley Pkwy	Vacaville	CA	95688	707-305-1050	Y
Baseline Fitness MV, LLC	27716 McBean Pkwy	Valencia	CA	91354-1430	661-568-5005	Y
GFP Vallejo, LLC	3505 Sonoma Blvd, Unit 40	Vallejo	CA	94590	707-643-1041	Y
Vallejo East Fitness, LLC	42 Springstowne Ctr	Vallejo	CA	94591-5566	707-515-3340	Y
7241 Sepulveda Boulevard Fitness Group LLC	7241 Sepulveda Blvd	Van Nuys	CA	91405-2004	747-208-0474	Y
Baseline Fitness MV, LLC	5171 Telegraph Rd	Ventura	CA	93003-4111	805-947-5900	Y
Baseline Fitness Victorville, LLC	12353 Mariposa Rd	Victorville	CA	92395	760-241-4300	N
T5 Visalia, LLC	3535 W Walnut Ave	Visalia	CA	93277	559-697-5075	N
Kona Blue Fitness, LLC	1980 University Dr, Ste 100	Vista	CA	92083	760-940-4145	N
GFP Walnut Creek, LLC	1697 Mt Diablo Blvd	Walnut Creek	CA	94596-4517	925-722-4490	Y
GFP Watsonville, LLC	1702 Freedom Blvd	Watsonville	CA	95019-3025	559-480-2065	Y
MLM Group West Covina, LLC	2630 E Workman Ave, Ste 315 B	West Covina	CA	91791	626-593-0050	Y
West Sacramento Fitness, LLC	1270 W Capitol Ave	Sacramento	CA	95691	916-516-1360	Y
So Cal Whittier, LLC	11130 Washington Blvd	Whittier	CA	90606	562-373-0500	Y
Woodland Fitness LLC	45 W Main St	Woodland	CA	95695	530-490-2440	Y
Yuba City Fitness, LLC	905C Colusa Ave	Yuba City	CA	95991	530-645-3790	Y
Yucaipa Fitness, LLC	34601 Yucaipa Blvd	Yucaipa	CA	92399-4157	840-223-2300	Y
Baseline Colorado, LLC	13730 E Mississippi Ave	Aurora	CO	80012	720-204-2322	Y
Baseline Colorado, LLC	6432 S Parker Rd	Aurora	CO	80016	720-328-9927	Y
Baseline Colorado, LLC	10809 E Colfax Ave	Aurora	CO	80010	720-476-4535	Y
Baseline Colorado, LLC	1730 S Buckley Rd	Aurora	CO	80017	720-250-9098	Y
BFG Brighton, LLC	825 S Kuner Rd	Brighton	CO	80601	720-204-2400	N
BFG Broomfield, LLC	4650 W 120th Ave, Unit 1	Broomfield	CO	80020	720-882-9200	N
Rocky Mountain Canon City, LLC	127 Justice Center Rd, Ste R	Canon City	CO	81212-9391	719-315-2812	N
Baseline Colorado Castle Rock LLC	100 Founders Pkwy	Castle Rock	CO	80104	303-952-4484	Y
Baseline Colorado, LLC	5150 E Arapahoe Rd	Centennial	CO	80122-4819	720-905-3021	Y
FJMPF Colorado Springs, LLC	2516 Airport Rd	Colorado Springs	CO	80910-3120	719-632-2500	N
FJMPF Colorado Springs, LLC	4316 Austin Bluffs Pkwy	Colorado Springs	CO	80918-2932	719-598-5100	N

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FJMPF Colorado Springs, LLC	5849 Constitution Ave	Colorado Springs	CO	80915-1216	719-573-4300	N
Baseline Colorado Campus Drive LLC	1025 E Woodmen Rd, Ste 100	Colorado Springs	CO	80920	719-600-5999	Y
Baseline Colorado 302 Main Street LLC	302 Main St	Colorado Springs	CO	80911-1713	719-370-5055	Y
Baseline Colorado, LLC	3143 W Colorado Ave	Colorado Springs	CO	80904-2040	719-600-3960	Y
Baseline Colorado, LLC	1865 W Mississippi Ave	Denver	CO	80223-2960	720-543-1400	Y
Baseline Colorado, LLC	4876 Chambers Rd	Denver	CO	80239	303-373-5992	Y
Baseline Colorado 815 16th Street LLC	815 16th St	Denver	CO	80202	303-569-7759	Y
Baseline Colorado, LLC	7211 E Evans Ave	Denver	CO	80224	720-866-8119	Y
Rocky Mountain Fort Collins, LLC	126 W Troutman Pkwy	Fort Collins	CO	80525	970-682-1006	N
Baseline Colorado, LLC	720 S Colorado Blvd	Denver	CO	80246	720-826-1100	Y
Baseline Colorado, LLC	2401 North Ave	Grand Junction	CO	81501	970-628-1261	Y
BFG Greeley, LLC	2640 11th Ave	Greeley	CO	80631	970-360-0010	N
Baseline Colorado, LLC	9579 S University Blvd	Highlands Ranch	CO	80126-8106	720-905-3020	Y
Baseline Colorado W. 44th LLC	5609 W 44th Ave	Lakeside	CO	80212	303-477-5525	Y
Front Range Fitness LLC	3265 S Wadsworth Blvd	Lakewood	CO	80227	303-985-8888	N
Baseline Colorado W. Colfax LLC	6601 W Colfax Ave	Lakewood	CO	80214	303-238-5053	Y
Baseline Colorado Wadsworth LLC	98 Wadsworth Blvd Unit 125b	Lakewood	CO	80226-1574	303-237-2676	Y
Baseline Colorado W. Belleview LLC	2831 W Belleview Ave	Littleton	CO	80123	720-928-2982	Y
Baseline Colorado, LLC	8194 S Kipling Pkwy	Littleton	CO	80127-6320	720-464-1130	Y
Baseline Colorado, LLC	8051 S Broadway	Littleton	CO	80122-2716	303-943-1330	Y
Baseline Colorado, LLC	2255 N Main St	Longmont	CO	80501	303-776-6800	Y
Baseline Colorado, LLC	700 Ken Pratt Blvd	Longmont	CO	80501	720-818-8100	Y
BFG Louisville LLC	1347 E South Boulder Rd	Louisville	CO	80027	720-780-8008	N
Rocky Mountain Loveland, LLC	1453 E Eisenhower Blvd	Loveland	CO	80537	970-800-3706	N
Baseline Colorado, LLC	16096 Jackson Creek Pkwy	Monument	CO	80132	719-600-3930	Y
Baseline Colorado S. Parker LLC	10901 S Parker Rd	Parker	CO	80134	303-747-4104	Y
Rocky Mountain South, LLC	635 W 29th St	Pueblo	CO	81008	719-545-0669	N
Baseline Colorado, LLC	880 E 104th Ave	Thornton	CO	80233	303-452-4426	Y
BFGL Thornton, LLC	16511 N Washington St	Thornton	CO	80023	720-790-1500	N
Baseline Colorado, LLC	7635 W 88th Ave	Westminster	CO	80005	303-423-1605	Y
Baseline Colorado, LLC	5005 W 72nd Ave, Ste 100	Westminster	CO	80030	303-428-5616	Y
IFH CT Operations, Inc.	269 Cottage Grove Rd	Bloomfield	CT	06002	860-656-6000	Y
IFH CT Operations, Inc.	469 E Main St	Branford	CT	06405	203-488-8804	Y
IFH CT Operations, Inc.	99 Farmington Ave	Bristol	CT	06010	860-540-0081	Y
IFH CT Operations, Inc.	110 Federal Rd	Danbury	CT	06811	203-300-5185	Y
IFH CT Operations, Inc.	19 Backus Ave	Danbury	CT	06810-7402	475-454-2001	Y
IFH CT Operations, Inc.	710 Hartford Pike	Dayville	CT	06241-2114	860-412-9009	Y
IFH CT Operations, Inc.	56 Pershing Dr	Derby	CT	06418	203712-2332	Y
Keystone NFP East Granby, LLC	10 East St	East Granby	CT	06026	860-844-1235	N
IFH CT Operations, Inc.	265 Ellington Rd	East Hartford	CT	06118	860-904-2215	Y
IFH CT Operations, Inc.	836 Foxon Rd	East Haven	CT	06513	203-469-7763	Y
Keystone NFP Enfield, LLC	139 Hazard Ave	Enfield	CT	06082	860-749-6443	N

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
IFH CT Operations, Inc.	740 Villa Ave	Fairfield	CT	06825	475-888-4411	Y
IFH CT Operations, Inc.	656 Long Hill Rd	Groton	CT	06340	860-449-0011	Y
IFH CT Operations, Inc.	705 Boston Post Rd	Guilford	CT	06437	203-458-8822	Y
IFH CT Operations, Inc.	2100 Dixwell Ave	Hamden	CT	06514	203-281-7213	Y
IFH CT Operations, Inc.	346 Middle Tpke W	Manchester	CT	06040	860-646-8000	Y
IFH CT Operations, Inc.	454 S Broad St	Meriden	CT	06450-6656	203-235-7300	Y
IFH CT Operations, Inc.	840 Washington St	Middletown	CT	06457-2912	860-854-1004	Y
IFH CT Operations, Inc.	177 Cherry St, Ste 155	Milford	CT	06460	203-301-0180	Y
IFH CT Operations, Inc.	1188 New Haven Rd	Naugatuck	CT	06770	203-723-4058	Y
IFH CT Operations, Inc.	76 E Main St	New Britain	CT	06051	860-770-6009	Y
IFH CT Operations, Inc.	160 Amity Rd	New Haven	CT	06515	203-392-3558	Y
IFH CT Operations, Inc.	182 Kitts Ln	Newington	CT	06111-4250	860-667-1995	Y
IFH CT Operations, Inc.	124 Danbury Rd Unit 12	New Milford	CT	06776-3412	860-946-8100	Y
IFH CT Operations, Inc.	55 Washington Ave, Ste 3	North Haven	CT	06473-1704	475-300-0363	Y
IFH CT Operations, Inc.	360 Connecticut Ave	Norwalk	CT	06854	203-846-4588	Y
IFH CT Operations, Inc.	42 Town St	Norwich	CT	06360	860-800-1500	Y
IFH CT Operations, Inc.	440 Boston Post Rd	Orange	CT	06477	203-795-9848	Y
IFH CT Operations, Inc.	150 Main Street S	Southbury	CT	06487	475-222-0019	Y
IFH CT Operations, Inc.	342 Queen St	Southington	CT	06489	860-736-0010	Y
IFH CT Operations, Inc.	85 Harbor View Ave	Stamford	CT	06902	203-921-1322	Y
IFH CT Operations, Inc.	675 Main St	Torrington	CT	06790-3604	860-201-0033	Y
IFH CT Operations, Inc.	25 Lindeman Dr	Trumbull	CT	06611	203-372-7995	Y
IFH CT Operations, Inc.	425 Talcottville Rd	Vernon	CT	06066	860-288-4880	Y
IFH CT Operations, Inc.	855 Lakewood Rd	Waterbury	CT	06704	203-757-8032	Y
IFH CT Operations, Inc.	40 Boston Post Rd	Waterford	CT	06385	860-447-2279	Y
IFH CT Operations, Inc.	52 Kane St	West Hartford	CT	06119-2109	959-777-3325	Y
IFH CT Operations, Inc.	1293 Silas Deane Hwy	Wethersfield	CT	06109	860-372-4177	Y
IFH CT Operations, Inc.	1315 Main St	Willimantic	CT	06226	860-576-8411	Y
AGPDC Gallery Place, LLC	783 7th St NW	Washington	DC	20001-3715	202-221-8235	Y
AGPDC New York Avenue, LLC	1406 Okie St NE	Washington	DC	20002	202-768-8300	Y
AGPDC Penn Branch, LLC	3200 Pennsylvania Ave SE	Washington	DC	20020	202-860-1122	Y
MAR Fitness Enterprises, Inc.	1005 N State St	Dover	DE	19901	302-730-1234	N
Keystone NFP Middletown, LLC	703 North Broad St	Middletown	DE	19709	302-378-2777	N
Keystone NFP Milford, LLC	696A N Dupont Blvd	Milford	DE	19963	302491-4215	Y
Keystone NFP Millsboro, LLC	28595 DuPont Blvd #5	Millsboro	DE	19966	302-551-2437	Y
Jacta Alea Est, Inc.	53 Marrows Rd	Newark	DE	19713	302-731-7360	N
Keystone NFP Rehoboth, LLC	30134 Veterans Way	Rehoboth Beach	DE	19971-4219	302-596-8459	Y
Keystone NFP Seaford, LLC	800 Norman Eskridge Hwy	Seaford	DE	19973	302-262-8676	Y
Keystone NFP Smyrna, LLC	36 N Cory Ln	Smyrna	DE	19977	302-327-6800	Y
Easy Mile US, LLC	2231 Se Highway 70	Arcadia	FL	34266	863-485-8290	N
Atlantic Beach Fitness, LLC	253 Royal Palms Drive	Atlantic Beach	FL	32233	904-595-5594	Y
Easy Mile US, LLC	11601 Bonita Beach Rd	Bonita Springs	FL	34135	239-494-3254	N
Easy Mile US, LLC	6605 Manatee Ave	Bradenton	FL	34209	941-896-8833	N
Easy Mile US, LLC	4301 14th St W	Bradenton	FL	34205	941-253-5588	N
R & H Fitness Parker, LLC	208 S Tyndall Pkwy	Parker	FL	32404-6723	850-640-0117	N
AIM Fitness Cape Coral, LLC	1502 Del Prado Blvd, Unit B	Cape Coral	FL	33990	239-800-3155	N
Good Looking, LLC	204 Sausalito Blvd	Casselberry	FL	32707	407-755-6740	N
Pinellas View, LLC	11141 US Hwy 19 N	Clearwater	FL	33764	727-201-8392	N
Bayside Bridge View LLC	1580 McMullen Booth Rd	Clearwater	FL	33759-2547	727-335-3883	N

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CW Sunsetview LLC	1883-1885 N. Highland Ave	Clearwater	FL	33755	727-288-9877	N
AGPFL Coconut Creek, LLC	4911 Coconut Creek Pkwy	Coconut Creek	FL	33063-3909	954-526-2100	N
AGPFL Hillsboro, LLC	4291 W Hillsboro Blvd	Coconut Creek	FL	33073	954-289-3939	N
AGPFL Coral Springs, LLC	2101 N University Dr	Coral Springs	FL	33071	954-361-6007	N
GFP Cutler Bay, LLC	19189 S Dixie Hwy	Cutler Bay	FL	33157	305-238-5755	Y
GFP Davie, LLC	2310 S University Dr	Davie	FL	33324	954-556-5235	Y
Atomic Fitness, LLC	1423 S Nova Rd	Daytona Beach	FL	32114-5838	386-253-4300	N
Good Looking III, LLC	111 E International Speedway Blvd	Deland	FL	32724	386-873-4911	N
AGPFL Delray Beach, LLC	3065-3075 S Federal Hwy	Delray Beach	FL	33483	561-359-0101	N
Easy Mile US, LLC	3725 Tamiami Trail E	Naples	FL	34112	239-417-1010	N
Eclipse Fitness XXIV LLC	1514 County Rd 220, Unit 400	Fleming Island	FL	32003	904-639-5667	N
GFP Fort Lauderdale Downtown LLC	110 SE 6th St	Fort Lauderdale	FL	33301-5000	754-335-9170	Y
AHFC Ft Lauderdale, LLC	3600 N Federal Hwy	Fort Lauderdale	FL	33308-6217	954-368-9484	Y
GFP Riverbend, LLC	2670 W Broward Blvd	Fort Lauderdale	FL	33312	954-587-5887	Y
Easy Mile US, LLC	3853 Cleveland Ave	Fort Myers	FL	33901	239-267-5391	N
Easy Mile US, LLC	15501 Old McGregor Blvd	Fort Myers	FL	33908	239-433-1616	N
Easy Mile US, LLC	15201 N Cleveland Ave	North Fort Myers	FL	33903	239-237-0890	N
Easy Mile US, LLC	18011 S Tamiami Trail	Fort Myers	FL	33908	239-466-5391	N
JDA Enterprises, Inc.	2210 NW 13th St	Gainesville	FL	32609	352-505-6685	N
GFP Hialeah 2, LLC	502a W 49th St	Hialeah	FL	33012-3605	305-822-4344	Y
GFP Hialeah 3, LLC	3505 W 20th Ave	Hialeah	FL	33012	305-787-3320	Y
GFP Hialeah, LLC	8350 Hialeah Gardens Blvd	Hialeah Gardens	FL	33018	305-558-7770	Y
GFP Homestead, LLC	2650 Ne 10th Ct	Homestead	FL	33033-4712	305-242-4300	Y
Durbin Fitness, LLC	14858 Old St Augustine Rd	Jacksonville	FL	32258	(904) 329-1930	Y
Jax Four Fitness, LLC	8661 Old Kings Rd S	Jacksonville	FL	32217	904-443-6200	Y
Jax Three Fitness, LLC	14444 Beach Blvd	Jacksonville	FL	32250	904-992-8484	Y
Cedar Hills Fitness LLC	3566 Blanding Blvd # 3	Jacksonville	FL	32210-5253	904-659-8160	Y
Fort Caroline Fitness, LLC	6060 Fort Caroline Rd	Jacksonville	FL	32277	904-802-7995	Y
Jax Lakewood Fitness, LLC	2777 University Blvd W	Jacksonville	FL	32217-2176	904-902-1640	Y
West Side Plaza Fitness, LLC	5810 Normandy Blvd	Jacksonville	FL	32205	904-551-6903	Y
Highland Square Fitness LLC	1102 Dunn Ave Unit 1	Jacksonville	FL	32218-4998	904-902-2050	Y
Norwood Fitness LLC	5290 Norwood Ave, #2	Jacksonville	FL	32208	904-456-8430	Y
Eclipse Fitness XXIII LLC	7628 103rd St, Units 16-20	Jacksonville	FL	32210	904-900-1651	N
Eclipse Fitness XXII LLC	1980 Wells Rd	Orange Park	FL	32073	904-272-2224	N
South Blanding Fitness LLC	700 Blanding Blvd	Orange Park	FL	32065-5806	904-644-5115	Y
Beach 2 Fitness, LLC	8595 Beach Boulevard	Jacksonville	FL	32216	904-802-0565	Y
Jax One Fitness, LLC	651 Commerce Center Dr, Unit 300	Jacksonville	FL	32225	904-667-3470	Y
GFP Kendall, LLC	10872 SW 104th St	Miami	FL	33176	305-279-1950	Y
Lake City Fitness, LLC	2782 W US Hwy 90	Lake City	FL	32055	386-319-7244	Y
Good Looking VI, LLC	6208 US Hwy 98	Lakeland	FL	33809	863-853-3322	N
Atomic Fitness Central, LLC	4315 S Florida Ave	Lakeland	FL	33813-1654	863-816-6800	N
Largo View LLC	11912 Seminole Blvd	Largo	FL	33778-2803	727-286-5031	N
GFP Lauderhill, LLC	2629 N State Rd 7	Lauderhill	FL	33313	954-874-3641	Y
GFP Little Havana, LLC	775 SW 8th Ave	Miami	FL	33130	305-858-2249	Y

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Good Looking X, LLC	840 N Apollo Blvd	Melbourne	FL	32935	321-242-7900	N
GFP Allapattah, LLC	1440 NW North River Dr, #440	Miami	FL	33125	305-504-6980	Y
GFP Cal Club, LLC	850 Ives Dairy Rd	North Miami	FL	33179	305-690-9699	Y
GFP Miami Northside, LLC	7900 NW 27th Ave #200	Miami	FL	33147-4046	3053-571-685	Y
GFP Country Club LLC	18620 Nw 67th Ave	Hialeah	FL	33015-2406	305-621-0400	Y
GFP Westchester, LLC	8524 SW 8th St	Miami	FL	33144	305-261-5440	Y
GFP West Kendall, LLC	15725 Sw 72nd St	Miami	FL	33193-5070	305-752-5551	Y
GFP Miami Gardens, LLC	17165 NW 27th Ave	Miami Gardens	FL	33056	305-625-5999	Y
GFP Miramar, LLC	12531 Miramar Pkwy	Miramar	FL	33027	954-556-6449	Y
Easy Mile US, LLC	4955 Golden Gate Parkway	Naples	FL	34116	239-228-5000	N
PFJEB, LLC	9023 Little Rd	New Port Richey	FL	34654-4221	727-863-5292	N
GFP North Miami, LLC	900 NE 125th St	Miami	FL	33161	305-884-9771	Y
AGPFL North Miami Beach, LLC	1630 NE 163rd St	North Miami Beach	FL	33162	305-947-4100	N
Easy Mile US, LLC	14251 Tamiami Trl	North Port	FL	34287-2215	941-888-4999	N
Skipper View LLC	2546 E Bearss Ave, Unit C	Tampa	FL	33613	813-344-4488	N
Good Looking II, LLC	3233 SE Maricamp Rd, Unit 500	Ocala	FL	34471	352-624-7301	N
POB Management, Inc	910 S Atlantic Ave	Ormond Beach	FL	32176	386-677-4000	N
Ormond Beach Fitness LLC	160 S Nova Rd	Ormond Beach	FL	32174-6115	386-368-7815	Y
Palatka Fitness, LLC	111 Town and Country Dr	Palatka	FL	32177	(386) 385-3508	Y
Palm Coast 2 Fitness, LLC	5615 State Hwy 100 E Unit 100	Palm Coast	FL	32164	(386) 387-3415	Y
Palm Coast Fitness, LLC	7 Old Kings Rd N, Units 20-32	Palm Coast	FL	32137	386-283-4973	Y
Palm View, LLC	30701 US Hwy 19 N	Palm Harbor	FL	34684	727-786-1915	N
R & H Fitness Panama City, LLC	2614 Hwy 77 (MLK Jr Blvd)	Panama City	FL	32405	(850) 215-2173	N
AGPFL Parkland, LLC	9535 Westview Dr	Coral Springs	FL	33076-2512	754-336-9330	N
GFP Pembroke Pines, LLC	9930 Johnson St	Pembroke Pines	FL	33024	954-885-0330	Y
GFP Plantation, LLC	8219 W Sunrise Blvd	Plantation	FL	33322	954-424-9190	Y
Plant View, LLC	1864 James L Redman Pkwy	Plant City	FL	33563	(813) 704-6955	N
AGPFL Pompano, LLC	1434 Powerline Rd	Pompano	FL	33069	954-289-3900	N
Easy Mile US, LLC	24123 Peachland Blvd	Port Charlotte	FL	33954	(941) 764-1613	N
Easy Mile US, LLC	1825 Tamiami Trl	Port Charlotte	FL	33948-1077	941-273-0030	N
Tampa Riverview LLC	9822 B US-301	Riverview	FL	33578	8133021863	N
Rockledge Atomic Fitness, LLC	1802 US Hwy 1	Rockledge	FL	32955	321-433-1331	N
Easy Mile US, LLC	501 N Beneva Rd	Sarasota	FL	34232	(941) 313-8338	N
GL Satellite Beach, LLC	1024 Highway A1A	Satellite Beach	FL	32937	321-425-3461	N
Seffner View LLC	725 W Dr Martin Luther King Jr Blvd	Seffner	FL	33584	(813) 575-2757	N
Easy Mile US, LLC	12725 Tamiami Trail E #128	Naples	FL	34113	239-544-9171	N
Easy Mile US, LLC	8195 S Tamiami Trail	Sarasota	FL	34231	941-271-0040	N
Vantage South Tallahassee, LLC	110 Paul Russell Rd	Tallahassee	FL	32301	(850) 692-3240	Y
Jax Two Fitness, LLC	80 Epic Blvd, FL - 207	St. Augustine	FL	32086	904-794-0559	Y
Kuiken Enterprises LLC	5335 66th St N	St. Petersburg	FL	33709	727-826-0976	N
Vantage Capital Circle LLC	1212 Capital Circle SE, Unit C	Tallahassee	FL	32301	850-597-7375	Y
Vantage North Monroe LLC	1925 N Monroe St	Tallahassee	FL	32303	850-329-6091	Y
Northampton Fitness LLC	2910 Kerry Forest Pkwy	Tallahassee	FL	32309-6892	850-848-5375	Y

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Tallahassee West Fitness LLC	2020 W Pensacola St Ste 250	Tallahassee	FL	32304-0501	448-231-0800	Y
AGPFL Tamarac, LLC	7501 NW 57th St	Tamarac	FL	33319	954-526-1900	N
Tampa Waterview LLC	210 W Waters Ave	Tampa	FL	33604	(813) 444-9955	N
Fit Guys Walk LLC	5681 E Fowler Ave	Tampa	FL	33617-2307	813-898-8993	N
Gunn View LLC	5353 Gunn Hwy	Tampa	FL	33624	(813)690-8307	N
Fit Guys LLC	7310 W Waters Ave	Tampa	FL	33634	813-999-4980	N
Easy Mile US, LLC	4125 S Tamiami Trail	Venice	FL	34293	(941) 800-1430	N
GFP West Pines, LLC	14802 Pines Blvd	Pembroke Pines	FL	33027	(954) 969-3341	Y
Easy Mile US, LLC	3658 Atlanta Hwy, Ste O	Athens	GA	30606	(706) 549-4000	N
AP MLK LLC	3599 Martin Luther King Jr Dr SW	Atlanta	GA	30331	(404) 699-7620	Y
AP Embry LLC	3535 Chamblee Tucker Rd	Atlanta	GA	30341	770-452-8373	Y
Good Looking XVI, LLC	2860 Cumberland Mall	Atlanta	GA	30339	470-922-6171	Y
AP Greenbriar LLC	2841 Greenbriar Pkwy Sw Unit B	Atlanta	GA	30331-2620	(404) 494-3211	Y
AP Kirkwood LLC	1599 Memorial Dr SE	Atlanta	GA	30317	470-851-1146	Y
AP Fiesta LLC	4166 Buford Hwy Ne Ste 1101b	Atlanta	GA	30345-1081	404-315-7999	Y
AP West End LLC	854 Oak St SW	Atlanta	GA	30310	(404) 755-6922	Y
AP Midtown LLC	675 W Peachtree St NW, Ste 202	Atlanta	GA	30308	404-748-4127	Y
AP Brookhaven LLC	3944 Peachtree Rd NE, Unit 3b	Brookhaven	GA	30319-5253	404-963-2007	Y
BDP Buford, LLC	4125 Buford Dr	Buford	GA	30518	(470) 589-1181	N
Fit Guys Calhoun, LLC	122 Wc Bryant Pkwy	Calhoun	GA	30701	(706) 979-4674	N
Fit Guys Canton LLC	2243 Cumming Hwy, Ste 108	Canton	GA	30115	(678) 880-8113	N
Good Looking V, LLC	1004 Bankhead Hwy	Carrollton	GA	30117-1852	470-764-3330	N
Fit Guys Cartersville, LLC	867 Joe Frank Harris Pkwy SE	Cartersville	GA	30120	678-719-8200	N
GL Cedartown LLC	770 N Main St	Cedartown	GA	30125	(678) 861-5222	Y
Easy Mile US, LLC	160 Banks Crossing Dr	Commerce	GA	30529	762-778-5050	N
AP Conyers LLC	1680 Highway 138 Se	Conyers	GA	30013-1281	678-413-9755	Y
Easy Mile US, LLC	365 Habersham Village Circle	Cornelia	GA	30531	706-894-9292	N
Fit Guys Covington LLC	3173B Hwy 278 NE	Covington	GA	30014	(470) 444-1740	N
BDP Cumming, LLC	131 Merchants Sq	Cumming	GA	30040	(470) 297-3555	N
Tri Golden LLC	1423 W Walnut Ave, Ste 6	Dalton	GA	30720	706-305-4930	N
BDP Dawsonville Georgia, LLC	78 Dawson Village Way	Dawsonville	GA	30534	706-203-1191	N
AP Belvedere LLC	3503 Memorial Dr, Ste Q	Decatur	GA	30032	404-343-1552	Y
AP Wesley Chapel LLC	2460 Wesley Chapel Rd	Decatur	GA	30035-3420	678-691-0660	Y
Eclipse Fitness XIX, LLC	6700 Douglas Blvd Ste E-1	Douglasville	GA	30135-1861	678-884-9291	Y
Good Looking IV, LLC	3545 Peachtree Industrial Blvd	Duluth	GA	30096	770-622-7797	N
AP Ellenwood LLC	2828 E Atlanta Rd, Ste 7A	Ellenwood	GA	30294	770-742-0211	Y
AP Fayetteville LLC	180 Banks Xing # 182	Fayetteville	GA	30214-7309	770-719-3451	Y
Fitness Four, LLC	1887 Battlefield Pkwy	Fort Oglethorpe	GA	30742	(706) 406-2999	Y
BDP Gainesville, LLC	1025 Dawsonville Hwy	Gainesville	GA	30501-8530	678-971-5558	N
Fit Guys Griffin, LLC	1207 W Taylor St	Griffin	GA	30223	(770) 228-8406	N
Good Looking VIII, LLC	4215 Jimmy Lee Smith Pkwy	Hiram	GA	30141	770-222-9363	Y
AP Johns Creek LLC	2615 Peachtree Pkwy Ste 5	Suwanee	GA	30024-1022	470-239-8450	Y
AP Jonesboro LLC	7965 Tara Blvd	Jonesboro	GA	30236-2243	770-478-0050	Y
Good Looking V, LLC	3161 Cobb Pkwy	Kennesaw	GA	30152	770-975-7179	Y
Eclipse Fitness XVIII, LLC	2500 Cobb Place Ln Nw Ste 310	Kennesaw	GA	30144-7521	770-421-1234	Y
Kingsland Fitness, LLC	1601 Hwy 40 East, Ste 2B4	Kingsland	GA	31548	(912) 483-1655	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
Good Looking XII, LLC	118 Commerce Ave	LaGrange	GA	30241	(706) 884-7037	N
BodyFit, Inc.	1455 Pleasant Hill Rd	Lawrenceville	GA	30044-3045	770-279-2257	N
AP Lawrenceville LLC	250 Grayson Hwy Ste 9	Lawrenceville	GA	30046-5756	678-580-2079	Y
BDP Lawrenceville, LLC	1404 Lawrenceville Suwanee Rd	Lawrenceville	GA	30043-4331	678-878-3730	N
AP Lithonia LLC	6152 Covington Hwy	Lithonia	GA	30058	770-609-8593	Y
AP Lithonia II LLC	8000A Rockbridge Rd	Lithonia	GA	30058-5843	470-679-1054	Y
AP Loganville LLC	310 Athens Hwy	Loganville	GA	30052	470-679-2005	Y
Good Looking IX, LLC	5590 Mableton Pkwy	Mableton	GA	30126	(770) 732-0076	Y
Good Looking XI, LLC	2932 Canton Rd	Marietta	GA	30066	(770) 672-4464	Y
Good Looking XIV, LLC	1355 Roswell Rd, Ste 210	Marietta	GA	30062	(678) 384-4477	Y
Fit Guys Martinez, LLC	222 Bobby Jones Expy	Martinez	GA	30907	762-994-0743	N
AP McDonough LLC	252 Jonesboro Rd	McDonough	GA	30253	(770) 898-6222	Y
AP Milton LLC	13071 Hwy 9	Milton	GA	30004	(770) 750-0024	Y
BDP Monroe, LLC	614 Pavilion Parkway	Monroe	GA	30655	470-758-4490	N
AP Morrow LLC	1964 Mt Zion Rd, Ste 204	Morrow	GA	30260	770-472-2518	Y
AP Newnan LLC	216 Bullsboro Dr	Newnan	GA	30263-5800	(678) 552-9186	Y
AP Norcross LLC	5345 Jimmy Carter Blvd	Norcross	GA	30093	678-615-2850	Y
AP Peachtree Corners LLC	7050 Jimmy Carter Blvd, Ste 115-118b	Peachtree Corners	GA	30092-3257	770-696-1605	Y
Good Looking XVII, LLC	2667 Powder Springs Rd Sw	Marietta	GA	30064-4559	770-766-2121	Y
AP Riverdale LLC	7055 Highway 85	Riverdale	GA	30274	(678) 489-6644	Y
Tri Golden LLC	2515 Redmond Cir NW	Rome	GA	30165	706-309-1040	N
Good Looking XV, LLC	4905 Alabama Rd NE	Roswell	GA	30075	770-864-5044	Y
AP Roswell II LLC	10790 Alpharetta Hwy	Roswell	GA	30076	(770) 993-4817	Y
AP Roswell LLC	1570 Holcomb Bridge Rd	Roswell	GA	30076-4703	770-645-2345	Y
AP Sandy Springs LLC	6335 Roswell Rd	Sandy Springs	GA	30328-3225	404-254-1529	Y
Good Looking VII, LLC	3315 S Cobb Dr Se	Smyrna	GA	30080-4191	678-305-0606	Y
AP Wisteria LLC	2420 Wisteria Dr SW	Snellville	GA	30078	(770) 736-7147	Y
AP Stockbridge LLC	3885 GA Hwy 138	Stockbridge	GA	30281	678-489-7453	Y
AP Stone Mountain LLC	5211 Memorial Dr	Stone Mountain	GA	30083-3112	404-299-2000	Y
AP Stonebridge LLC	1900 Rockbridge Rd	Stone Mountain	GA	30087-3333	404-501-0056	Y
Vantage South Thomasville LLC	14669 US Hwy 19 S	Thomasville	GA	31792	(229) 236-2094	Y
Tifton Fitness, LLC	1912 Larkin Road	Tifton	GA	31794	(229) 382-1553	Y
Easy Mile US, LLC	620 S Big A Rd	Toccoa	GA	30577	(706) 391-6209	N
AP Union City LLC	4700 Jonesboro Rd	Union City	GA	30291	?(770) 306-1177?	Y
Vantage North Valdosta LLC	3200 N Ashley St	Valdosta	GA	31602-5912	229-244-0084	Y
Waycross Fitness, LLC	2215 Memorial Dr	Waycross	GA	31501	(912) 387-0376	Y
Fit Guys Woodstock, LLC	299 Molly Ln	Woodstock	GA	30189	(678) 903-8846	N
98-1005 Moanalua Road Fitness Group LLC	98-1005 Moanalua Rd, Ste 2408A	Aiea	HI	96701-4777	(808) 800-4844	Y
Ala Moana Fitness Group LLC	Center 1450 Ala Moana Blvd	Honolulu	HI	96814	(808) 638-2212	Y
Kahala Fitness Group LLC	4211 Waialae Ave	Honolulu	HI	96816-5319	(808) 210-6830	Y
Puunene Fitness Group LLC	32 Ho'okele St	Kahului	HI	96732	(808) 215-7468	Y
Kona Island Fitness Group LLC	75-1000 Henry St, Ste 100	Kailua-Kona	HI	96740	(808) 451-2900	Y
Kamehameha Highway Fitness Group LLC	46-056 Kamehameha Hwy	Kaneohe	HI	96744-3755	(808) 501-2998	Y
Waianae Fitness Group LLC	86-120 Farrington Hwy, Bdg 4	Waianae	HI	96792	(808) 466-3844	Y
Baseline Fitness Cedar Rapids, LLC	801 Bass Pro Dr	Altoona	IA	50009-8601	515-514-1400	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
Baseline Fitness Cedar Rapids, LLC	2801 Grand Ave	Ames	IA	50010	515-450-5351	Y
Baseline Fitness Ankeny LLC	1205 SE 16th Court, Ste 100	Ankeny	IA	50021	(515) 348-9203	Y
Baseline Fitness Cedar Rapids, LLC	3320 Agency St	Burlington	IA	52601	319-900-4369	Y
Baseline Fitness Cedar Falls, LLC	6301 University Ave, Unit 1370	Cedar Falls	IA	50613	(319) 266-3119	Y
Baseline Fitness Cedar Rapids, LLC	383 Edgewood Rd NW	Cedar Rapids	IA	52405	(319) 396-0017	Y
Baseline Fitness Cedar Rapids, LLC	4444 1st Ave	Cedar Rapids	IA	52402	319-450-7593	Y
Baseline Fitness Clinton LLC	1815 Lincoln Way, 103	Clinton	IA	52732	(563) 321-4087	Y
Baseline Fitness Cedar Rapids, LLC	1451 Coral Ridge Ave Ste 115	Coralville	IA	52241-2800	319-600-1080	Y
BDP Council Bluffs LLC	1441 Mall Dr Ste 500	Council Bluffs	IA	51503-4728	712-256-7300	N
Baseline Fitness Davenport, LLC	2144 East Kimberly Rd	Davenport	IA	52806	563-391-1080	Y
Baseline Fitness Des Moines, LLC	3405 Se 14th St	Des Moines	IA	50320-1335	515-528-2329	Y
Baseline Fitness Dubuque, LLC	555 John F Kennedy Rd, Unit 410	Dubuque	IA	52002	(563) 556-1157	Y
Baseline Fitness Iowa City, LLC	1660 Sycamore St	Iowa City	IA	52240	(319) 354-1860	Y
Baseline Fitness Marshalltown LLC	2500 S Center ST	Marshalltown	IA	50158	(641) 352-3182	Y
Baseline Fitness Cedar Rapids, LLC	2006 4th St SW	Mason City	IA	50401	641.201.3009	Y
BDP Sioux City LLC	6001 Gordon Dr	Sioux City	IA	51106	712-276-2078	N
BDP Sioux City IA 2, LLC	3025 Hamilton Blvd	Sioux City	IA	51104	712-560-8470	N
Baseline Fitness Urbandale, LLC	3789 86th St	Urbandale	IA	50322	515-276-2225	Y
Baseline Fitness Waterloo, LLC	2060 Sovia Dr Ste 109	Waterloo	IA	50702-2723	319-232-2732	Y
Baseline Fitness West Des Moines, LLC	1980 Grand Ave	West Des Moines	IA	50265	515-225-6828	Y
CM3 Boise Mill, LLC	1123 North Milwaukee St	Boise	ID	83704	208.917.4199	Y
CM3 Boise Orchard, LLC	5010 W Overland Rd	Boise	ID	83705-2632	208-426-0102	Y
CM3 Chubbuck, LLC	4235 Yellowstone Ave	Chubbuck	ID	83202	(208) 917-4188	Y
CM3 CDA Silver Lake LLC	200 W Hanley Ave	Coeur d'Alene	ID	83815	208-518-0037	Y
Academy Club Idaho Falls, LLC	200 S Woodruff Ave, Ste A	Idaho Falls	ID	83401	(208) 538-1812	N
CM3 Lewiston LLC	1806 19th Ave	Lewiston	ID	83501-4068	(208) 298-9887	Y
CM3 Nampa LLC	2040 Caldwell Blvd	Nampa	ID	83651	208-408-0880	Y
CM3 Twin Falls, LLC	1763 Fillmore St	Twin Falls	ID	83301	208.825.3437	Y
BDP Addison, LLC	525 W Lake St	Addison	IL	60101	630-364-4218	N
PMW Alton LLC	3000 Homer M Adams Pkwy	Alton	IL	62002	618-433-1816	Y
Arlington Heights Fitness, LLC	50 W Rand Rd	Arlington Heights	IL	60004	(847) 749-4212	Y
EFG Aurora, LLC	4306 E New York St	Aurora	IL	60504	630-995-9555	Y
BDP Aurora LLC	954 N Lake St	Aurora	IL	60506	(630) 801-1700	N
Keystone NFP Belvidere, LLC	Riverside Plaza	Belvidere	IL	61008	(779) 800-2143	N
EFG Bloomingdale, LLC	152 S Gary Ave, Unit 101	Bloomingdale	IL	60108	630-582-7800	Y
BDP Bloomington, LLC	1615 E Empire St	Bloomington	IL	61701	(309) 336-9994	N
BDP Bolingbrook, LLC	157 N Weber Rd	Bolingbrook	IL	60490	312-224-3759	N
Bridgeview Fitness LLC	8741-51 S Harlem Ave	Bridgeview	IL	60455	7087411700	Y

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Ford City Fitness LLC	7455 S Cicero Ave	Chicago	IL	60629	708-741-1900	Y
Rhino Calumet, LLC	13035 S Ashland Ave	Calumet Park	IL	60827	(708) 629-0217	N
Carbondale Fitness LLC	675 N Giant City Rd	Carbondale	IL	62902	618-733-3377	N
EFG Carol Stream, LLC	891 E Geneva Rd	Carol Stream	IL	60188	331-226-0020	Y
BDP Champaign IL, LLC	1901 N Market St	Champaign	IL	61822	217-356-8500	N
Avenue O Fitness LLC	3512 14 E 118th St	Chicago	IL	60617	773-359-2300	Y
Avondale Fitness LLC	3120 N Pulaski Rd	Chicago	IL	60641	773-685-4140	Y
Back of Yards Fitness LLC	4646 S Damen Ave	Chicago	IL	60609-4043	773-376-1010	Y
Portage Park IL Fitness LLC	5650 W Belmont Ave	Chicago	IL	60634-5301	773-389-5755	Y
Chatham Fitness LLC	8331 S Holland Dr	Chicago	IL	60620	773-488-8848	Y
Hyde Park IL Fitness LLC	1301 E 47th St	Chicago	IL	60653-4507	773-538-3136	Y
Little Village Fitness LLC	2558 W Cermak Rd	Chicago	IL	60608	773-523-2345	Y
Logan Square Fitness LLC	2719 N California Ave	Chicago	IL	60647	(773) 687-9982	Y
Wrigleyville Fitness LLC	3636 N Broadway St	Chicago	IL	60613	(773) 281-6700	Y
Pullman Park Fitness LLC	10808 S Doty Ave	Chicago	IL	60628-3802	773-568-1010	Y
South Loop IL Fitness LLC	521 S State St	Chicago	IL	60605-1616	773-683-1010	Y
Pulaski Road Fitness LLC	4327-4331 S Pulaski	Chicago	IL	60632	773-321-9189	Y
Streeterville Fitness LLC	240 E Illinois St	Chicago	IL	60611-5063	312-464-1010	Y
Washington Square Fitness LLC	4905 W North Ave	Chicago	IL	60639-4531	773-384-7100	Y
Norwood Park Fitness LLC	7300 W Foster Ave	Chicago	IL	60656	(773) 853-2305	Y
Cicero Fitness LLC	2300 S Cicero Ave	Cicero	IL	60804	708-477-6581	Y
Country Club Hills IL Fitness LLC	4060 W 183rd St	Country Club Hills	IL	60478	708-794-3100	Y
Crestwood Fitness, LLC	4913 Cal Sag Rd	Crestwood	IL	60418	(708) 489-1010	Y
Keystone NFP Crystal Lake, LLC	5320 Northwest Hwy	Crystal Lake	IL	60014	(815) 893-0023	N
Danville Fitness LLC	2721 N Vermilion St	Danville	IL	61832	(217) 709-3131	N
EFG Darien, LLC	7415 S Cass Ave	Darien	IL	60561-3607	331-217-1227	Y
BDP Decatur, LLC	3194 N Water St	Decatur	IL	62526	(217) 670-4667	N
BDP Deerfield IL, LLC	35 Waukegan Rd	Deerfield	IL	60015	847-236-0922	N
Dekalb Fitness LLC	2560 Sycamore Rd	DeKalb	IL	60115	779-255-5252	N
Des Plaines IL Fitness LLC	751 W Golf Rd	Des Plaines	IL	60016-2414	847-258-3466	Y
Des Plaines 2 Fitness LLC	1555 Lee St	Des Plaines	IL	60018	847-718-8900	Y
EFG Downers Grove, LLC	2055 W 63rd St	Downers Grove	IL	60516	331-777-4144	Y
BDP East Peoria IL, LLC	105 N Main St	East Peoria	IL	61611	309-606-5078	N
PMW Edwardsville LLC	6483 Center Grove Rd	Edwardsville	IL	62025	(618) 307-9491	Y
United FP JLM, LLC	1004 N Keller Drive, Ste 1	Effingham	IL	62401	(217) 690-4196	Y
BDP Elgin LLC	623 S Randall Rd	Elgin	IL	60123-5536	847-289-0500	N
Elk Grove Fitness LLC	988 Elk Grove Town Center	Elk Grove Village	IL	60007	(847) 258-4004	Y
Elmwood Park Fitness LLC	2560 N Harlem Ave	Elmwood Park	IL	60707-2046	708-395-5653	Y
Evanston IL Fitness LLC	2410 Main St	Evanston	IL	60202	847-328-3333	Y
Evergreen Park Fitness LLC	9500 S Western Ave Unit A-01	Evergreen Park	IL	60805-2899	708-425-9500	Y
PMW Fairview Heights LLC	120 Commerce Ln	Fairview Heights	IL	62208	618-213-7204	Y
Forest Park Fitness, LLC	7530 Roosevelt Rd	Forest Park	IL	60130	708-366-2700	Y
BDP Frankfort IL, LLC	20825 S La Grange Rd, Ste B	Frankfort	IL	60423	815-668-8796	N
PMW Galesburg LLC	2353 National Blvd	Galesburg	IL	61401	(309) 342-0038	Y
Glenview Fitness LLC	2211 Willow Rd	Glenview	IL	60025	(224) 529-3200	Y
Hickory Hills Fitness LLC	9652 S Roberts Rd	Hickory Hills	IL	60457	(708) 598-1010	Y
Hillside IL Fitness LLC	190 S Mannheim Rd	Hillside	IL	60162-1821	708-416-6111	Y
BDP Joliet LLC	3128 Voyager Ln	Joliet	IL	60431	815-577-2600	N

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BDP Joliet South, LLC	1901 W Jefferson St	Joliet	IL	60435-8162	779-379-7754	N
DSG Kankakee, LLC	1280 N Kennedy Dr	Kankakee	IL	60901	815-614-3937	N
BDP Lake Zurich IL, LLC	935 S Rand Rd	Lake Zurich	IL	60047-2547	312-264-4459	N
Rhino Torrance, LLC	17675 S Torrence Ave	Lansing	IL	60438	(708) 418-5777	N
Lemont IL Fitness LLC	13406 Archer Ave	Lemont	IL	60439-4755	(331) 261-1010	Y
Lincolnwood Fitness LLC	6850 N McCormick Blvd	Lincolnwood	IL	60712	(847) 329-1010	Y
BDP Lockport LLC	1025 E 9th St	Lockport	IL	60441	(815) 524-4055	N
BDP Loves Park IL, LLC	6333 N 2nd St	Loves Park	IL	61111-4168	815-633-7202	N
Marion Fitness LLC	3000 W Deyoung, Unit 500	Marion	IL	62959	618-733-3388	N
Matteson IL Fitness LLC	20909 S Cicero Ave	Matteson	IL	60443-1620	708-794-6101	Y
Mattoon Fitness LLC	301 Richmond Ave E	E. Mattoon	IL	61938	(217) 235-3535	N
Keystone NFP McHenry, LLC	3204 Shopper's Dr	McHenry	IL	60051	(779) 216-1890	N
Melrose Park Fitness LLC	1961 N Mannheim Rd	Melrose Park	IL	60160	708-344-6400	Y
Baseline Fitness East Moline, LLC	4401 16th St	Moline	IL	61265	309-764-9500	Y
BDP Montgomery IL, LLC	1842 Douglas Rd	Montgomery	IL	60538	630-896-5500	N
Morton Grove Fitness LLC	7300 Dempster St	Morton Grove	IL	60053	847-983-4022	Y
PMW Mount Vernon LLC	120 Times Square Mall #2	Mount Vernon	IL	62864	618-204-5251	Y
Mt. Prospect IL Fit LLC	151 E Euclid Ave	Mount Prospect	IL	60056-1289	(847) 999-0428	Y
BDP Mundelein IL, LLC	1122 W Maple Ave	Mundelein	IL	60060	(847) 949-0051	N
BDP Naperville, LLC	1163 E Ogden Ave	Naperville	IL	60563	630-416-7200	N
BDP New Lenox IL, LLC	700 W Maple St	New Lenox	IL	60451	312-896-0357	N
Oak Lawn Fitness LLC	9503 S Cicero Ave	Oak Lawn	IL	60453	708-529-3237	Y
Orland Park IL Fitness LLC	103A Orland Park Pl	Orland Park	IL	60462-0009	708-740-0006	Y
Palatine IL Fitness LLC	223 E Northwest Hwy	Palatine	IL	60067	847-718-8700	Y
BDP Pekin, LLC	3247 Court St	Pekin	IL	61554	(309) 201-3580	N
BDP Peoria 2, LLC	4125 N Sheridan Rd	Peoria	IL	61614	(309) 688-0188	N
BDP Peoria 3, LLC	5201 W War Memorial Dr	Peoria	IL	61615	309-406-7881	N
FG Fitness Peru LLC	1608 36th St	Peru	IL	61354	(815) 250-0053	N
BDP Plainfield, LLC	13335 Illinois Rte 59	Plainfield	IL	60585	(815) 600-9018	N
PMW Quincy LLC	3007 Broadway St	Quincy	IL	62301-3707	(217) 209-0244	Y
BDP Rockford IL, LLC	2420 S Alpine Rd	Rockford	IL	61108-7811	815-708-6707	N
BDP Rockford State St, LLC	7143 E State St	Rockford	IL	61108-2694	815-315-4756	N
Schaumburg IL Fitness LLC	160 Barrington Rd	Schaumburg	IL	60194	847-718-8800	Y
Woodfield Fitness LLC	590 East Golf Rd	Schaumburg	IL	60173	847-718-8880	Y
BDP Springfield North IL, LLC	1879 E Sangamon Ave	Springfield	IL	62702	217-408-4878	N
BDP Springfield IL, LLC	1756 Wabash Ave	Springfield	IL	62704-5302	217-546-4910	N
BDP St. Charles LLC	2065 Lincoln Hwy	St. Charles	IL	60174	630-945-3498	N
Baseline Fitness Sterling, LLC	2900 E Lincolnway, Unit 21A	Sterling	IL	61081	(815) 625-4253	N
Tinley Park Fitness LLC	16189 S Harlem Ave	Tinley Park	IL	60477	(708) 633-1010	Y
BDP Urbana LLC	1809 S Philo Rd	Urbana	IL	61802	(217) 344-6510	N
BDP Vernon Hills IL, LLC	413 N Milwaukee Ave	Vernon Hills	IL	60061-1572	(708) 572-4420	N
EFG Villa Park, LLC	201 W Roosevelt Rd	Villa Park	IL	60181	(630) 233-4867	Y
BDP Waukegan IL, LLC	2223 N Lewis Ave	Waukegan	IL	60087	(847) 249-9800	N
EFG West Chicago, LLC	1851 N Neltnor Blvd	West Chicago	IL	60185	630-473-0220	Y

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BDP West Dundee Chicago, LLC	390 N 8th St	West Dundee	IL	60118	(815) 529-6294	N
EFG Wheaton, LLC	1780 S Blanchard St	Wheaton	IL	60189	(630) 384-9028	Y
EFG Woodridge, LLC	8625 Woodward Ave	Woodridge	IL	60517	(630) 324-8168	Y
Keystone NFP Woodstock, LLC	414 S Eastwood Dr	Woodstock	IL	60098	779-235-0873	N
FG Fitness Yorkville, LLC	376 E Veterans Pkwy	Yorkville	IL	60560	(630) 912-4481	N
Anderson Fitness, LLC	4366 S Scatterfield Rd	Anderson	IN	46013-2631	765-642-4000	Y
Auburn FitIN LLC	1040 W 7th St	Auburn	IN	46706-2045	260.333.3425	Y
Kueber Fitness Evansville, LLC	3477 W 3rd St	Bloomington	IN	47404-4853	812-333-7699	N
East Main Street Fitness, LLC	908 E Main St	Brownsburg	IN	46112	317-858-0400	Y
Carmel Fitness LLC	2192 E 116th St	Carmel	IN	46032	(317) 483-1000	Y
Kueber Fitness Louisville, LLC	1500 Greentree Blvd	Clarksville	IN	47129	(812) 284-4000	N
Columbia City FitIN LLC	490 W Plaza Dr	Columbia City	IN	46725-1019	260.244.8021	Y
Columbus IN Fitness LLC	3055 25th St	Columbus	IN	47203-2434	812-376-3000	N
Crawfordsville Fitness LLC	1632 Bush Ln	Crawfordsville	IN	47933-3364	765-362-5900	Y
Crown Point Fitness, LLC	1656 E Summit St	Crown Point	IN	46307	(219) 663-8577	N
Elkhart FitIN, LLC	3253 Northview Dr	Elkhart	IN	46514-6750	574-262-8222	Y
Kueber Fitness Evansville, LLC	860 S Green River Rd	Evansville	IN	47715	812-477-2199	N
Kueber Fitness Evansville, LLC	4530 N First Ave	Evansville	IN	47710	(812) 213-8005	N
Kueber Fitness Evansville, LLC	206 Rosenberger Ave	Evansville	IN	47712-6600	(812) 228-8773	N
Fishers Fitness LLC	11728 Fishers Crossing Dr	Fishers	IN	46038	(317) 939-1300	Y
South Fort Wayne FitIN, LLC	7528 S Anthony Blvd	Fort Wayne	IN	46816	(260) 403-0989	Y
Fitness at Northpoint, LLC	1916 W Dupont Rd	Fort Wayne	IN	46818	260-490-4949	Y
Fitness at Stellhorn Village, LLC	4530 Maplecrest Rd	Fort Wayne	IN	46835	260-485-7979	Y
Fitness at Covington Plaza, LLC	6360 W Jefferson Blvd	Fort Wayne	IN	46804	260-267-9801	Y
Goshen FitIN, LLC	2616 Peddlers Village Rd	Goshen	IN	46526	(574) 312-4251	Y
Greenfield Fitness LLC	1707 Melody Ln	Greenfield	IN	46140	(317) 467-8200	N
HM Fitness, LLC	7929 Indianapolis Blvd	Hammond	IN	46324	219-845-0700	N
Highland Fitness, LLC	3315 45th St	Highland	IN	46322	219-595-5111	N
Hobart Fitness LLC	1901 E 37th Ave	Hobart	IN	46342	(219) 940-3956	N
Huntington FitIN, LLC	230 S Jefferson St	Huntington	IN	46750-3324	260-200-2085	Y
38th Street Fitness, LLC	5206 W 38th St	Indianapolis	IN	46254	317-328-0300	Y
86th Street Fitness, LLC	2302 W 86th St	Indianapolis	IN	46260	317-731-5926	Y
Beech Grove Fitness, LLC	5239 E Thompson Rd	Indianapolis	IN	46237	317-780-0100	N
East Washington Avenue Fitness LLC	10429 E Washington St	Indianapolis	IN	46229-2633	317-890-9800	N
Hardegan Street Fitness LLC	8707 Hardegan St	Indianapolis	IN	46227	317-893-2775	N
Kentucky Avenue Fitness LLC	3479 Kentucky Ave	Indianapolis	IN	46221-2308	317-248-0338	N
Madison Avenue Fitness LLC	2738 Madison Ave	Indianapolis	IN	46225-2113	317-783-5500	N
Keystone Fitness, LLC	5302 N Keystone Ave	Indianapolis	IN	46220	(317) 257-7008	Y
Shadeland Fitness, LLC	7451 N Shadeland Ave	Indianapolis	IN	46250-2077	317-915-6000	Y
10th Street Fitness, LLC	7425 W 10th St	Indianapolis	IN	46214	(317) 455-8500	Y
Kueber Fitness Louisville, LLC	2015 Jeffersonville Commons Dr	Jeffersonville	IN	47130	812-913-5704	N
Kokomo Fitness LLC	2160 E Markland Ave	Kokomo	IN	46901	765-868-5000	N

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Lafayette Fitness LLC	2121 Sagamore Pkwy S	Lafayette	IN	47905	765-446-6600	N
LaPorte FitIN LLC	1450 West SR 2	La Porte	IN	46350	(219) 344-5362	Y
PMW Lawrenceburg LLC	401 W Eads Pkwy, Unit 200	Lawrenceburg	IN	47025	812-539-2191	N
Lebanon Fitness LLC	2425 N Lebanon St	Lebanon	IN	46052	765-484-5000	Y
Logansport Fitness LLC	3902 E Market St	Logansport	IN	46947	574 900 1500	N
Kueber Fitness Evansville, LLC	431 E Clifty Dr	Madison	IN	47250	(812) 801-4444	N
Marion Fitness, LLC	1129 N Baldwin Ave, Ste 40	Marion	IN	46952	(765) 400-2400	N
Martinsville Fitness LLC	2082 Burton Ln	Martinsville	IN	46151-3010	765-516-6800	N
MV Fitness LLC	520 E 81st Ave	Merrillville	IN	46410	(219) 750-9634	N
Michigan City FitIN, LLC	4067 S Franklin St	Michigan City	IN	46360	219-809-4348	Y
Fitness at Mishawaka, LLC	424 W McKinley Ave	Mishawaka	IN	46545	574-255-9000	Y
Muncie Fitness LLC	1301 E Mcgalliard Rd	Muncie	IN	47303-2275	765-282-1120	N
Kueber Fitness Louisville, LLC	3527 Grant Line Rd	New Albany	IN	47150-2147	812-542-6492	N
New Haven FitIN LLC	701 Lincoln Hwy W # 709	New Haven	IN	46774-2137	260.245.6952	Y
Plainfield Fitness, LLC	2437 E Main St Ste 150	Plainfield	IN	46168-2715	317-837-1629	Y
Plymouth FitIndiana, L.L.C.	2009 N Michigan St	Plymouth	IN	46563	574-540-4012	Y
Portage Fitness, LLC	6221 US Hwy 6	Portage	IN	46368	219-706-5059	N
FG Fitness Richmond, LLC	3783 National Rd E	Richmond	IN	47374	(765) 373-3947	Y
SV Fitness, LLC	1040 US Hwy 41	Schererville	IN	46375-1304	219-515-6973	N
Shelbyville Fitness LLC	2539 E State Rd 44	Shelbyville	IN	46176	(317) 401-8484	N
Fitness at South Bend, LLC	4848 Western Ave	South Bend	IN	46619	(574) 334-9009	Y
South Bend FitMI II, LLC	1910 E Ireland Rd	South Bend	IN	46614-2863	(574) 703-3861	Y
St. John Fitness, LLC	10103 Earl Dr	Saint John	IN	46373	219-351-5620	N
Terre Haute Fitness LLC	138 W Honey Creek Pkwy	Terre Haute	IN	47802	(812) 235-5001	N
Terre Haute North Fitness LLC	1800 Fort Harrison Rd	Terre Haute	IN	47804-1413	930-666-0444	N
Valpo Fitness, LLC	1270 Strongbow Center Dr, Unit 200	Valparaiso	IN	46383	(219) 510-5865	N
Kueber Fitness STC, LLC	2419 N 6th St	Vincennes	IN	47591	(812) 291-1590	N
Warsaw FitIN LLC	2874 Frontage Rd Ste 14	Warsaw	IN	46580-3912	574.549.9418	Y
Westfield Fitness, LLC	3440 IN-32, Unit B	Westfield	IN	46074	(317) 896-9002	Y
Whitestown Fitness LLC	6298 Mills Dr Ste 500	Whitestown	IN	46075-4533	(317) 930-1265	Y
Shreveport Fitness III, LLC	317 N Rock Rd	Derby	KS	67037	3162607474	N
United FP JLM, LLC	401 E 4th Ave	Hutchinson	KS	67501	(620) 860-0201	Y
United FP JLM, LLC	435 E Chestnut St	Junction City	KS	66441	(785) 530-5523	Y
CFP Speedway LLC	10500 Parallel Pkwy	Kansas City	KS	66109	913-261-9351	N
United FP HEN, LLC	2525 Iowa St	Lawrence	KS	66046	(785) 865-3771	Y
United FP HEN, LLC	6765 Johnson Dr	Mission	KS	66202	(913) 831-4050	Y
United FP HEN, LLC	13509 S Mur-Len Road	Olathe	KS	66062	(913) 732-9350	Y
United FP HEN, LLC	11320 W 135th St	Overland Park	KS	66221	913-402-0999	N
United FP HEN, LLC	9331 Quivira Rd	Overland Park	KS	66215	(913) 717-6070	Y
United FP HEN, LLC	11411 Metcalf Ave	Overland Park	KS	66210	(913) 788-6960	Y
United FP JLM, LLC	2012 S Ohio St	Salina	KS	67401	(785) 914-4182	Y
United FP HEN, LLC	13320 W 62nd Ter	Shawnee	KS	66216	(913) 248-2883	Y
Wichita Fitness IV, LLC	2190 SW Wanamaker Rd, Ste B	Topeka	KS	66614	785-286-7600	N
Wichita Fitness II, LLC	2350 N Maize Rd	Wichita	KS	67205-7304	316-440-5520	N
Wichita Fitness LLC	2021 N Amidon Ave	Wichita	KS	67203-2100	316-440-4808	N
Wichita Fitness LLC	6592 E Central Ave	Wichita	KS	67206-1925	316-719-3860	N

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
Wichita Falls IV LLC	3535 N Rock Rd, Ste 200	Wichita	KS	67226	(316) 831-7380	N
Wichita Fitness III, LLC	3113 S Seneca St	Wichita	KS	67217	(316) 272-5569	N
PMW Alexandria LLC	7009 Alexandria Pike	Alexandria	KY	41001	859-448-9109	N
Kueber Fitness Arkansas, LLC	711 12th St, Ste 160	Ashland	KY	41101	(606) 393-6656	N
Kueber Fitness STC, LLC	225 Kentucky Home Sq, Unit A	Bardstown	KY	40004	(502) 337-3181	N
Kueber Fitness Evansville, LLC	1751 Scottsville Rd	Bowling Green	KY	42104-3357	270-599-0376	N
Kueber Fitness Arkansas, LLC	399 Campbellsville Byp Ste 1050	Campbellsville	KY	42718-8831	(502) 208-1799	N
Kueber Fitness STC, LLC	1560 Hustonville Rd	Danville	KY	40422	(859) 755-4440	N
Kueber Fitness Evansville, LLC	1111 N Dixie Hwy, Unit 17	Elizabethtown	KY	42701	270-506-2102	N
PMW Florence LLC	8000 Mall Rd	Florence	KY	41042	859-918-1059	N
PMW Ft Wright LLC	470 Viewpoint Dr	Fort Wright	KY	41017	(859) 331-0678	N
Kueber Fitness Arkansas, LLC	101 Allen Way	Frankfort	KY	40601	(502) 234-1155	N
Kueber Fitness STC, LLC	101 Fitness Path	Georgetown	KY	40324	(502) 316-6325	N
Kueber Fitness Evansville, LLC	2068 US-41, Unit B	Henderson	KY	42420	(270) 957-8989	N
Kueber Fitness Arkansas, LLC	2613 Fort Campbell Blvd	Hopkinsville	KY	42240-4938	270-881-4200	N
Kueber Fitness STC, LLC	406 S 1st St, Ste 2	La Grange	KY	40031	(502) 565-2929	N
PMW Lexington LLC	1650 Bryan Station Rd	Lexington	KY	40505-2138	859-309-0063	N
PMW Nicholasville Rd LLC	125 E Lowry Ln	Lexington	KY	40503-2402	859-303-6813	N
PMW Richmond Rd LLC	250 Life Ln	Lexington	KY	40502-1307	859-303-6345	N
Kueber Fitness Arkansas, LLC	1710 W Hwy 192, Ste 1D	London	KY	40741	606-657-0565	N
Kueber Fitness Louisville, LLC	3181 S 2nd St	Louisville	KY	40208	502-409-8471	N
Kueber Fitness Louisville, LLC	5138 Dixie Hwy	Louisville	KY	40216	502-618-2781	N
Kueber Fitness Louisville, LLC	3036 Bardstown Rd	Louisville	KY	40205	(502) 888-1250	N
Kueber Fitness Louisville, LLC	5013 H Mud Ln	Louisville	KY	40229-2870	502-438-8063	N
Kueber Fitness Louisville, LLC	7450 Jefferson Blvd	Louisville	KY	40219	502-964-7555	N
Kueber Fitness Louisville, LLC	100 Urton Ln	Louisville	KY	40223	502-822-2010	N
Kueber Fitness Louisville, LLC	4025 Poplar Level Rd	Louisville	KY	40213	(502) 438-9666	N
Kueber Fitness Louisville, LLC	3560 S Hurstbourne Prkwy	Louisville	KY	40299	502-499-4995	N
Kueber Fitness Louisville, LLC	4301 Shelbyville Rd	Louisville	KY	40207	502.390.2021	N
Kueber Fitness Louisville, LLC	10713 Dixie Hwy, Ste 102	Louisville	KY	40272	(502) 219-9250	N
Kueber Fitness Louisville, LLC	9244 Westport Rd	Louisville	KY	40242	(502) 785-4128	N
Kueber Fitness Arkansas, LLC	720 N 12th St - US 641	Murray	KY	42071-1649	(270)-873-4354	N
PMW Newport LLC	82 Carothers Rd	Newport	KY	41071	859-360-1029	N
Kueber Fitness Arkansas, LLC	1021 N Main St	Nicholasville	KY	40356-2312	859-606-8205	N
Kueber Fitness Evansville, LLC	3621 State Route 54	Owensboro	KY	42303	(270) 228-4747	N

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Kueber Fitness Evansville, LLC	5000 Frederica St, Ste H 15	Owensboro	KY	42301-7516	2702282731	N
Kueber Fitness Arkansas, LLC	3430 James Sanders Blvd	Paducah	KY	42001	(270) 908-4500	N
Kueber Fitness Arkansas, LLC	4077 N Mayo Trail	Pikeville	KY	41501-3212	6062626112	N
Kueber Fitness Evansville, LLC	599 W Lincoln Trail Blvd, Ste B	Radcliff	KY	40160	(270) 319-4260	N
Kueber Fitness Arkansas, LLC	243 Boggs Ln	Richmond	KY	40475	859.353.4005	N
Kueber Fitness STC, LLC	120 Midland Blvd	Shelbyville	KY	40065	(502) 513-6300	N
Kueber Fitness STC, LLC	544 Conestoga Pkwy	Shepherdsville	KY	40165	(502) 215-4561	N
Kueber Fitness STC, LLC	2835 S Hwy 27, Ste 80	Somerset	KY	42501	(606) 219-4551	N
Kueber Fitness STC, LLC	939 Bypass Rd	Winchester	KY	40391	(859) 759-4531	N
United FP ROB, LLC	2255 S MacArthur Dr	Alexandria	LA	71301	318-445-7955	Y
Baseline Fitness Louisiana, LLC	8620 Airline Hwy	Baton Rouge	LA	70815	225-771-8809	Y
Baseline Fitness Louisiana, LLC	5151 Plank Rd Ste 300	Baton Rouge	LA	70805	(225) 367-4767	Y
Baseline Fitness Louisiana, LLC	6900 Siegen Ln	Baton Rouge	LA	70809-4665	225-778-7783	Y
Baseline Fitness Louisiana, LLC	19973 Thad Cain Ln	Baton Rouge	LA	70809	(225) 364-2999	Y
Wichita Falls IV LLC	801 Benton Rd	Bossier City	LA	71111	(318) 588-5011	N
United FP ROB, LLC	8400 West Judge Perez Dr	Chalmette	LA	70043	504-930-4800	Y
United FP ROB, LLC	401 N. US Highway 190	Covington	LA	70433	(985) 888-8950	Y
Baseline Fitness Louisiana, LLC	2008-B N Parkerson Ave	Crowley	LA	70526	337-250-4145	Y
Baseline Fitness Louisiana, LLC	2334 S Range Ave	Denham Springs	LA	70726	(225) 380-1982	Y
Baseline Fitness Louisiana, LLC	1468 N Airline Hwy	Gonzales	LA	70737-2431	225-450-2946	Y
United FP ROB, LLC	91 Westbank Expy Ste 230	Gretna	LA	70053-3672	504-361-7597	Y
Baseline Fitness Louisiana, LLC	1719 W Thomas St	Hammond	LA	70401	(985) 402-3659	Y
United FP ROB, LLC	1539 Martin Luther King Blvd	Houma	LA	70360	(985) 208-3727	Y
United FP ROB, LLC	4521 Williams Blvd	Kenner	LA	70065	(504) 305-3440	Y
Baseline Fitness Louisiana, LLC	3559B Ambassador Caffery Pkwy	Lafayette	LA	70503	337-412-6972	Y
Baseline Fitness Louisiana, LLC	3803 Moss St	Lafayette	LA	70507-4589	337-534-4503	Y
United FP ROB, LLC	4068 Ryan St	Lake Charles	LA	70605-2820	337-564-6781	Y
Baseline Fitness Louisiana, LLC	1404 West Airline Hwy	LaPlace	LA	70068	985-359-5000	Y
United FP ROB, LLC	4800 Lapalco Blvd	Marrero	LA	70072-4326	(504) 702-1001	Y
United FP ROB, LLC	100 N Labarre Rd	Metairie	LA	70001	504-304-8642	Y
United FP ROB, LLC	7000 Veterans Memorial Blvd, Ste #C2	Metairie	LA	70003-4437	504-949-0094	Y
United FP ROB, LLC	1205 Lamy Ln	Monroe	LA	71201	318-398-8488	Y
Baseline Fitness Louisiana, LLC	820 E Admiral Doyle Dr, Ste E	New Iberia	LA	70560	337-608-9925	Y
United FP ROB, LLC	4001 General De Gaulle Dr	New Orleans	LA	70114	(504) 300-8085	Y
United FP ROB, LLC	5790 Crowder Blvd	New Orleans	LA	70127	504-309-1600	Y
Baseline Fitness Louisiana, LLC	901 Creswell Ln	Opelousas	LA	70570	337-948-2000	Y
Baseline Fitness Louisiana, LLC	17682 Airline Hwy	Prairieville	LA	70769-3304	225-329-1600	Y
United FP ROB, LLC	108 Sauve Rd	River Ridge	LA	70123	(504) 305-6359	Y
United FP ROB, LLC	103 N Service Rd E	Ruston	LA	71270	(318) 436-4848	Y

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Shreveport Fitness I, LLC	1450 E Bert Kouns Industrial Loop	Shreveport	LA	71105-5633	318-220-4911	N
Shreveport Fitness II LLC	2729 W 70th St	Shreveport	LA	71108	(318) 220-4505	N
Shreveport Fitness III, LLC	5711 Youree Dr	Shreveport	LA	71105	(318) 585-1221	N
United FP ROB, LLC	131 Gause Blvd W	Slidell	LA	70460-2624	985-288-5787	Y
United FP ROB, LLC	1901 Ruth St	Sulphur	LA	70663	(337) 527-9845	Y
Baseline Fitness Louisiana, LLC	337 N Canal Blvd	Thibodaux	LA	70301	985-492-1044	Y
United FP ROB, LLC	115 Constitution Dr	West Monroe	LA	71292	(318) 388-6000	Y
Baseline Fitness Louisiana, LLC	5005 Church St	Zachary	LA	70791-3511	225-286-3177	Y
Andover Fit, LLC	Shawsheen Plaza, 209 N Main St	Andover	MA	01810	978-409-2363	Y
Core Fitness of Auburn, LLC	366 Southbridge St	Auburn	MA	01501-2439	508-298-7055	N
Keystone NFP Belchertown, LLC	40 Turkey Hill Rd	Belchertown	MA	01007	413-323-1003	N
Billerica Fit, LLC	480 Boston Rd	Billerica	MA	01821-2709	978-667-5900	Y
226 Harvard Avenue Fitness Group LLC	226 Harvard Ave	Boston	MA	02134-4605	(617) 865-8220	Y
Newbury Fitness Group LLC	361 Newbury St	Boston	MA	02115-2738	(857) 302-0860	Y
3521 Washington Street Fitness Group LLC	3525 Washington Street	Boston	MA	02130	857.453.3443	Y
Core Fitness of Braintree, LLC	749 Granite St	Braintree	MA	02184	781-428-3382	N
Core Fitness of Brockton, LLC	715 Crescent St	Brockton	MA	02302	(508) 510-4936	N
Core Fitness of Brockton II, LLC	200 Westgate Dr	Brockton	MA	02301	(508) 857-3151	N
Core Fitness of Burlington, LLC	240 Middlesex Tpke Ext	Burlington	MA	01803	781.365.2517	Y
Massachusetts Fitness Group LLC	625 Massachusetts Ave	Cambridge	MA	02139-3357	(617) 465-0443	Y
Porter Square Fitness Group LLC	1815 Massachusetts Ave	Cambridge	MA	02140	(617) 945-8596	Y
Chel Fit, LLC	1020 Revere Beach Pkwy	Chelsea	MA	02150	617-884-3030	N
Keystone NFP Chicopee, LLC	1183 Memorial Dr	Chicopee	MA	01020	413-593-5566	N
RISMA-DTM Fitness, LLC	710 Dartmouth St	South Dartmouth	MA	02748	508-991-2920	N
Core Fitness of Dedham, LLC	695 Providence Hwy	Dedham	MA	02026	781-355-4000	N
MTTH, LLC	500 Neponset Ave	Dorchester	MA	02122	617-287-8885	N
Dracut Fit, LLC	50 Pleasant St	Dracut	MA	01826-4748	978-710-4074	Y
SD East Boston Gym, LLC	175 William F McClellan Hwy	East Boston	MA	02128	617-569-2020	N
Core Fitness of Easton, LLC	690 Depot St	North Easton	MA	02356-2703	508-297-2301	N
RISMA-FHN Fitness, LLC	24 Commons Way	Fairhaven	MA	02719	(774) 425-4351	N
RISMA-FRI Fitness, LLC	360 Rhode Island Ave	Fall River	MA	02721	508-300-3899	N
Core Fitness of Falmouth LLC	13 Davis Straits	Falmouth	MA	02540	(774) 612-3923	N
Core Fitness of Foxboro, LLC	30 Commercial St	Foxborough	MA	02035-2509	774-215-9022	N
Flextime, LLC	166 Grove St	Franklin	MA	02038	508-541-6880	N
Smoky Development Corp.	74 Victoria St	Gardner	MA	01440	978-632-1020	N
Keystone NFP Greenfield, LLC	259 Mohawk Trail	Greenfield	MA	01301	(413) 475-3543	N
Keystone NFP Hadley, LLC	367 Russell St	Hadley	MA	01035	413-582-9900	N
AP Hanover LLC	357 Columbia Rd	Hanover	MA	02339	(781) 826-2700	N

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Core Fitness of Hanson, LLC	430 Liberty St, Ste 5	Hanson	MA	02341-1113	781-563-2447	N
Haverhill Fit, LLC	371 Lowell Ave	Haverhill	MA	01832	978-478-6583	Y
AP Hingham LLC	211 Lincoln St	Hingham	MA	02043	781-740-0404	N
Keystone NFP Holyoke, LLC	50 Holyoke St	Holyoke	MA	01040	413-731-7555	N
Core Fitness of Hyannis, LLC	769 Iyannough Rd	Hyannis	MA	02601	508-827-4160	N
Hyde Park Fitness Group LLC	892 River St Ste 100	Hyde Park	MA	02136-3715	(617) 675-2111	Y
Core Fitness of Lawrence, LLC	280 Merrimack St	Lawrence	MA	01843-1779	351-204-7238	Y
Tristan Enterprises LLC	975 Merriam Ave	Leominster	MA	01453-1220	978-537-0859	N
Matt Fit, LLC	90 River St	Mattapan	MA	02126	617-298-0055	N
Lynn Fit, LLC	50 Boston St	Lynn	MA	01904	781-842-4486	Y
Mald Fit, LLC	795 Eastern Ave	Malden	MA	02148	(781) 322-3200	N
Core Fitness of Marlborough, LLC	21 Apex Dr	Marlborough	MA	01752	508-786-3000	N
Core Fitness of Mashpee, LLC	106 Falmouth Rd	Mashpee	MA	02649	(508) 477-3332	N
Maynard Fit, LLC	15 Digital Way, Ste 10	Maynard	MA	01754	978-298-5845	Y
Core Fitness of Medford, LLC	696 Fellsway	Medford	MA	02155	781-219-5275	N
Methuen Fit, LLC	90 Pleasant Valley St	Methuen	MA	01844	978-682-0005	Y
Core Fitness of Middleborough, LLC	10 Merchants Way	Middleborough	MA	02346	(774) 213-5256	N
South Main Fitness Inc.	146 S Main St	Milford	MA	01757	508-473-5522	N
Core Fitness of Natick, LLC	215 W Central St	Natick	MA	01760	508-319-2000	N
Core Fitness of New Bedford, LLC	73 Hathaway Rd	New Bedford	MA	02746	(774) 770-4763	N
Newburyport Fit LLC	45 Storey Ave	Newburyport	MA	01950	978-462-2500	Y
Keystone NFP North Adams, LLC	82 Main St	North Adams	MA	01247	413-664-7300	N
Keystone NFP Northampton, LLC	122 N King St	Northampton	MA	01060	413-727-8885	N
Core Fitness of North Attleboro LLC	40 Cumberland Ave	North Attleboro	MA	02760	(508) 639-5382	N
Norton RU One LLC	175 Mansfield Ave	Norton	MA	02766	508-226-7400	N
Core Fitness of Norwood, LLC	418 Walpole St	Norwood	MA	02062	781-762-3555	N
Keystone NFP Pittsfield, LLC	690 Merrill Rd	Pittsfield	MA	01201	413-445-5100	N
HWGA, LLC	84 Shops at 5 Way	Plymouth	MA	02360	508-732-8900	N
AP Quincy LLC	50 Adams St	Quincy	MA	02169	617-471-3333	N
Reading Fit, LLC	275 Salem St	Reading	MA	01867	781-872-1412	Y
AP Revere LLC	270 Charger St	Revere	MA	02151	781-629-5409	N
AP Wonderland LLC	151 VFW Pkwy H	Revere	MA	02151	(781) 629-5626	N
Core Fitness of Saugus, LLC	367 Broadway St	Saugus	MA	01906	781-813-3757	Y
Core Fitness of Shrewsbury, LLC	100 Boston Tpke	Shrewsbury	MA	01545	508-755-4110	N
RISMA-SMS Fitness, LLC	887 Grand Army Hwy	Somerset	MA	02726	(774) 365-6470	N
Core Fitness of South Yarmouth, LLC	17 Long Pond Dr	South Yarmouth	MA	02664	508-760-2300	N
Keystone NFP Springfield - Liberty, LLC	1387 Liberty St	Springfield	MA	01104	413-788-0448	N

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Keystone NFP Springfield - Parker, LLC	510 Parker St	Springfield	MA	01129	(413) 782-6000	N
Core Fitness of Stoughton, LLC	638 Washington St	Stoughton	MA	02072	781-436-8133	N
Core Fitness of Sturbridge, LLC	194 Main St	Sturbridge	MA	01566-1258	774-490-9061	N
Taunton RU Two LLC	690 County St	Taunton	MA	02780	508-821-3260	N
Core Fitness of Tewksbury, LLC	553 Main St	Tewksbury	MA	01876-5240	351-500-7104	Y
Townsend Fit, LLC	18 Main St	Townsend	MA	01469	(978) 300-5490	Y
Core Fitness of Waltham, LLC	108 Clematis Ave	Waltham	MA	02453	781-891-6002	N
Core Fitness of Wareham, LLC	2991 Cranberry Hwy	Wareham	MA	02538	(774) 678-0496	N
Core Fitness of Newton LLC	191 Watertown St	Watertown	MA	02472	(617) 467-4890	N
Core Fitness of Webster, LLC	114 E Main St	Webster	MA	01570	(508) 461-5544	N
Core Fitness of Westborough LLC	166 Milk St, #1114	Westborough	MA	01581-1156	508-948-0411	N
New England Fitness, Inc.	184 W Boylston St	West Boylston	MA	01583	508-835-2551	N
Keystone NFP Westfield, LLC	93 Springfield St.	Westfield	MA	01085	413-568-0578	N
West Roxbury Fitness Group LLC	1870 Centre St	West Roxbury	MA	02132-1902	(857) 399-0991	Y
Keystone NFP West Springfield, LLC	393 Memorial Ave	West Springfield	MA	01089	(413) 317-7366	N
DITH, LLC	944 Middle St	Weymouth	MA	02188	781-331-3939	N
Wilmington Fit LLC	355 Middlesex Ave	Wilmington	MA	01887-2162	978-658-5645	Y
Wobu Fit, LLC	10 Micro Dr	Woburn	MA	01801	781-932-6200	N
Core Fitness of Worcester, LLC	68 Stafford St	Worcester	MA	01603	508-793-7888	N
Core Fitness of Worcester II, LLC	535 Lincoln St	Worcester	MA	01605	774-215-8855	N
Core Fitness of Worcester III, LLC	100 Front St, Ste B	Worcester	MA	01608-1425	978-941-4023	N
AGPMD Aberdeen, LLC	1010P Beards Hill Rd	Aberdeen	MD	21001	(443) 360-5602	Y
AGPMD Abingdon, LLC	3442 Emmorton Rd	Abingdon	MD	21009	410-809-2593	Y
AGPMD Golden Ring, LLC	8821 Pulaski Hwy	Baltimore	MD	21237	410-800-4013	Y
Keystone NFP Baltimore - Alameda, LLC	5660 The Alameda	Baltimore	MD	21239	(443) 449-5374	Y
Keystone NFP Baltimore - Belair, LLC	5201 Belair Rd At Frankford Ave	Baltimore	MD	21206	667-309-6100	Y
Keystone NFP Baltimore - Hollinswood, LLC	2001-2215 W Patapsco Ave	Baltimore	MD	21230	6672286761	Y
Keystone NFP Baltimore - Inner Harbor, LLC	100 S Charles St	Baltimore	MD	21201	(443) 388-9962	Y
Keystone NFP Baltimore - Mondawmin, LLC	2401 Liberty Heights Ave Ste 2675	Baltimore	MD	21215	(443) 327-3907	Y
Keystone NFP Baltimore - Reisterstown, LLC	6512 Reisterstown Rd	Baltimore	MD	21215	(410) 764-8888	Y
AGPMD Bowie LLC	6836 Race Track Rd	Bowie	MD	20715	301-464-9119	Y
Keystone NFP California, LLC	23415 Three Notch Rd	California	MD	20619	240-237-8404	Y
AGPMD Catonsville, LLC	5425 Baltimore National Pike	Baltimore	MD	21229	410-975-4850	Y
AGPMD Clinton, LLC	7610 Old Branch Ave	Clinton	MD	20735	240-685-1402	Y
AGPMD Columbia, LLC	6475- 101H East Dobbin Rd	Columbia	MD	21045	443-545-7979	Y
AGPMD Cumberland, LLC	1050 W Industrial Blvd	Cumberland	MD	21502-4331	240-803-2200	Y

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AGPMD Penn Station, LLC	5604 Silver Hill Rd	District Heights	MD	20747	301-278-8004	Y
Keystone NFP Dundalk, LLC	1401 Merritt Blvd	Dundalk	MD	21222	410-282-4955	N
Keystone NFP Easton, LLC	28579 Marlboro Ave	Easton	MD	21601	(410) 441-5624	Y
AGPMD Eldersburg, LLC	6300 Georgetown Blvd	Eldersburg	MD	21784-6481	(443) 516-5500	Y
AGPMD Elkton, LLC	153 Big Elk Mall	Elkton	MD	21921	410-996-4550	Y
AGPMD Ellicott City, LLC	8450 Baltimore National Pike, Ste 175	Ellicott City	MD	21043	443-973-4900	Y
AGPMD Forest Hill, LLC	1449 Rock Spring Rd	Bel Air	MD	21014-1920	443-360-0600	Y
AGPMD Fort Washington, LLC	12746 Old Fort Rd	Fort Washington	MD	20744	(301) 292-9000	Y
AGPMD Frederick LLC	1080 W Patrick St	Frederick	MD	21703	301-698-8110	Y
Keystone NFP Ft Meade, LLC	2659 Annapolis Road, Unit B	Hanover	MD	21076	410-519-9340	Y
AGPMD Gaithersburg, LLC	255 Muddy Branch Rd	Gaithersburg	MD	20878-3003	301-337-7701	Y
AGPMD Germantown, LLC	13031 Wisteria Dr	Germantown	MD	20874-2621	240-720-7444	Y
Keystone NFP Glen Burnie, LLC	597 E Ordnance Rd	Glen Burnie	MD	21060	410-766-9340	Y
AGPMD Greenbelt, LLC	6100 Greenbelt Rd Unit 201	Greenbelt	MD	20770-4063	240-542-9644	Y
AGPMD Hagerstown LLC	1121 Maryland Ave	Hagerstown	MD	21740	301-733-0777	Y
AGPMD Hyattsville LLC	3500 E West Hwy	Hyattsville	MD	20782	(301) 853-2222	Y
AGPMD Landover, LLC	8509 Landover Rd	Hyattsville	MD	20785	301-246-2890	Y
Keystone NFP La Plata, LLC	6655 Crain Hwy	La Plata	MD	20646-4287	240-349-6234	Y
AGPMD Laurel, LLC	9644 Fort Meade Rd	Laurel	MD	20707-4404	240-459-8000	Y
Keystone NFP Ocean City, LLC	12641 Ocean Gtwy Ste 104	Ocean City	MD	21842-9588	(443) 664-3999	Y
AGPMD Oxon Hill, LLC	5001 Indian Head Hwy	Oxon Hill	MD	20745	240-685-1501	Y
Keystone NFP Pasadena, LLC	8145 Ritchie Hwy	Pasadena	MD	21122-6919	(410) 553-4945	Y
AGPMD Perry Hall LLC	9634 Belair Rd	Perry Hall	MD	21236	(410) 864-9160	Y
Keystone NFP Prince Frederick, LLC	865 North Solomons Island Rd	Prince Frederick	MD	20678	(410) 846-2799	Y
AGPMD Reisterstown, LLC	11989a Reisterstown Rd	Reisterstown	MD	21136-3030	410-702-4321	Y
AGPMD Rockville, LLC	5520 Randolph Rd	Rockville	MD	20852	240-292-0311	Y
AGPMD Salisbury, LLC	125 W College Ave	Salisbury	MD	21804-7122	443-736-2381	Y
AGPMD Seat Pleasant LLC	6302 Central Ave	Seat Pleasant	MD	20743	(240) 532-8800	Y
Keystone NFP Severna Park, LLC	558 Governor Ritchie Hwy	Severna Park	MD	21146	(410) 801-9959	Y
AGPMD Silver Spring, LLC	11130 New Hampshire Ave	Silver Spring	MD	20904-2604	240-670-4600	Y
AGPMD SS Wayne Avenue LLC	1100 Wayne Ave	Silver Spring	MD	20910	(240) 398-3570	Y
AGPMD Takoma Park, LLC	6881 New Hampshire Ave	Takoma Park	MD	20912-4816	(240) 650-1888	Y
AGPMD Timonium, LLC	2301 York Rd	Timonium	MD	21093-2215	(410) 801-6333	Y
AGPMD Hillendale LLC	6859 Loch Raven Blvd	Towson	MD	21286	(410) 321-4680	Y
Keystone NFP Waldorf, LLC	3245 Plaza Way	Waldorf	MD	20603-4861	301-932-4500	Y
AGPMD Westminster, LLC	Route 140 and Englar Rd, Ste 19	Westminster	MD	21157	443-244-4455	Y
AGPMD Wheaton, LLC	2201 Randolph Rd	Wheaton	MD	20902-1307	(240) 650-1900	Y
GCP Augusta, LLC	152 Western Ave, Ste 4	Augusta	ME	04330	207-623-0023	N
GCP Biddeford LLC	510 Alfred Rd	Biddeford	ME	04005	207-284-9924	N
GCP Falmouth LLC	251 US-1	Falmouth	ME	04105	(207) 536-7710	N
GCP Portland, LLC	145 Marginal Way	Portland	ME	04101	207-879-2200	N
GCP Rockland, LLC	75 Maverick St	Rockland	ME	04841	(207) 418-3111	N
GCP South Portland, LLC	198 Maine Mall Rd	South Portland	ME	04106	207-773-7774	N
GCP Windham LLC	759 Roosevelt Trail	Windham	ME	04062	207-892-7400	N
PEC Fitness Inc	1368 S Main St	Adrian	MI	49221	517-759-3480	N

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
AGPMI Comstock Park, LLC	4235 Alpine Ave NW	Comstock Park	MI	49321	(616) 288-3160	N
Ann Arbor FitMI, LLC	2350 W Stadium Blvd	Ann Arbor	MI	48103-3846	734-352-6900	Y
Ann Arbor 2 FitMI LLC	460 Briarwood Cir	Ann Arbor	MI	48108-1608	734-706-1074	Y
EFG Auburn Hills, LLC	4030 Baldwin Rd	Auburn Hills	MI	48326	(248) 739-1520	Y
Fitness at Battle Creek LLC	294 Highland Ave	Battle Creek	MI	49015	269-969-9997	Y
EFG Bay City, LLC	4101 Wilder Rd, D-405	Bay City	MI	48706	989-671-2100	Y
EFG Belleville, LLC	10900 Belleville Rd	Belleville	MI	48111	(734) 391-7711	Y
Benton Harbor FitMI, LLC	1345 Mall Dr	Benton Harbor	MI	49022	269-925-1070	Y
Big Rapids FitMI, LLC	1250 Perry Ave	Big Rapids	MI	49307	(231) 660-0006	Y
EFG Bloomfield Village, LLC	1935 S Telegraph Rd	Bloomfield Hills	MI	48302	248-622-5344	Y
EFG Bloomfield Twp, LLC	Bloomfield Plaza, 6650 Telegraph Rd	Bloomfield Township	MI	48301	248-712-6897	Y
Brighton FitMI, LLC	1007 E Grand River Ave	Brighton	MI	48116	810-844-5000	Y
Burton FitMI, LLC	4190 E Court St	Burton	MI	48509	810-715-1950	Y
AGPMI Byron Center, LLC	721 68th St	Byron Center	MI	49315	616-608-4235	N
Canton FitMI, LLC	43555 Ford Rd	Canton	MI	48187	734-737-0380	N
EFG Chesterfield, LLC	50860 Gratiot Ave	Chesterfield Township	MI	48051	(586) 213-1745	Y
Clinton Township FitMI, LLC	33890 S Gratiot Ave	Clinton Township	MI	48035	586-792-6900	Y
Coldwater FitMI LLC	373 N Willowbrook Rd	Coldwater	MI	49036-8865	517.736.2173	Y
EFG Commerce Twp, LLC	2733 Union Lake Rd	Commerce Township	MI	48382	248-366-3000	Y
EFG Dearborn, LLC	18450 Ford Rd	Detroit	MI	48228	313-982-0224	Y
EFG Dearborn II, LLC	24411 Michigan Ave	Dearborn	MI	48124	(313) 789-5500	Y
EFG Detroit Fort St, LLC	1200 W Fort St	Detroit	MI	48226-3003	313.221.8890	Y
EFG Detroit Gateway, LLC	1395 Eight Mile Rd	Detroit	MI	48203	(313) 775-1422	Y
EFG Detroit Harbortown, LLC	3456 E Jefferson Ave	Detroit	MI	48207	313-355-7660	Y
EFG Detroit PPC, LLC	690 Amsterdam St, Ste 101	Detroit	MI	48202	313-346-5999	Y
EFG Farmington Hills, LLC	27640 Middlebelt Rd	Farmington Hills	MI	48334	248-987-4800	Y
Fenton FitMI, LLC	3150 Owen Rd	Fenton	MI	48430-1838	810-714-8000	Y
EFG Flint, LLC	3333 S Linden Rd	Flint Township	MI	48507	810-733-5400	Y
EFG Garden City, LLC	5866 Middlebelt Rd	Garden City	MI	48135	734-742-5924	Y
Grand Blanc FitMI, LLC	11527 S Saginaw St	Grand Blanc	MI	48439	(810) 866-4911	Y
AGPMI Grand Haven, LLC	1305 S Beacon Blvd	Grand Haven	MI	49417	(616)414-7121	N
EFG Grand Rapids, LLC	3681 28th St Se	Grand Rapids	MI	49512-1707	616-464-2000	Y
AGPMI Grand Rapids, LLC	2807 Lake Michigan Dr NW	Grand Rapids	MI	49504	(616) 805-4686	N
EFG Grand Rapids II, LLC	234 Market Ave, SW	Grand Rapids	MI	49503	616-551-0981	Y
EFG Grandville, LLC	3845 Rivertown Pkwy Sw	Grandville	MI	49418-3141	616-259-7485	Y
AGPMI Greenville, LLC	300 S Greenville West Dr	Greenville	MI	48838-1594	616-232-2269	N
Hartland FitMI LLC	10552 Highland Rd	Hartland	MI	48353-2623	810.746.9508	Y
AGPMI Holland, LLC	Holland Town Center, 12330 James St	Holland	MI	49424	616-396-9696	N
AGPMI Holland South, LLC	661 E 24th St	Holland	MI	49423	616-377-5049	N
CF of Holt, LLC	2380 Cedar St	Holt	MI	48842	(517) 694-5500	Y
Howell FitMI, LLC	1135 E Grand River Ave	Howell	MI	48843	517-338-9800	Y
EFG Jackson, LLC	1855 N Wisner St	Jackson	MI	49202	517-784-5551	Y
Kalamazoo FitMI, LLC	4408 Stadium Dr	Kalamazoo	MI	49008-1447	269-488-8518	Y
Kalamazoo 2 FitMI LLC	6708 East G Ave	Kalamazoo	MI	49048-9201	269.250.4025	Y
EFG Kentwood, LLC	5270 Eastern Ave, SE	Kentwood	MI	49508	(616) 288-5121	Y
EFG Lake Orion, LLC	1101 S Lapeer Rd	Lake Orion	MI	48360	(248) 783-7200	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
Cambridge Fitness of Lansing, LLC	5833 W Saginaw Hwy	Lansing	MI	48917-2460	517-321-3300	Y
Cambridge Fitness of Eastwoods, LLC	2435 Showtime Dr	Lansing	MI	48912-5611	517 391 5180	Y
Lapeer FitMI, LLC	1935 W Genesee St	Lapeer	MI	48446	(810) 660-7882	Y
EFG Livonia, LLC	29475 W Seven Mile Rd	Livonia	MI	48152	248-427-0043	Y
EFG Livonia II, LLC	37685 Five Mile Rd	Livonia	MI	48154	734-744-4011	Y
Marysville FitMI LLC	2305 Gratiot Blvd	Marysville	MI	48040-1282	810-276-7208	Y
EFG Midland, LLC	6834 Eastman Ave	Midland	MI	48642	989-832-7300	Y
EFG Milford, LLC	161 S Milford Rd	Milford	MI	48381	(248) 717-3554	Y
Monroe FitMI, LLC	2121 N Monroe St, Unit 440	Monroe	MI	48162	734-289-9800	Y
EFG MT Clemens, LLC	50 N Groesbeck Hwy	Mount Clemens	MI	48043	(586) 649-7841	Y
Mount Pleasant FitMI, LLC	2135 S Mission St	Mt Pleasant	MI	48858	(989) 317-3615	Y
AGPMI Muskegon, LLC	2520 Henry St	Muskegon	MI	49441-3024	231-747-6541	N
AGPMI Muskegon North, LLC	1501 E Apple Ave	Muskegon	MI	49442	(231) 375-8187	N
Water Wheel Health Club, Inc.	235 E Main St	Northville	MI	48167	248-449-7634	N
Novi FitMI, LLC	31124 Beck Rd	Novi	MI	48377	248-668-1100	N
EFG Novi, LLC	26885 Adell Center Dr	Novi	MI	48375	248-516-3572	Y
EFG Oak Park, LLC	13151 W 10 Mile Rd	Oak Park	MI	48237	(248) 677-4757	Y
Cambridge Fitness of Okemos, LLC	1982 W Grand River Ave	Okemos	MI	48864-1736	517-381-8200	Y
Owasso FitMI, LLC	1580 E Main St	Owosso	MI	48867	(989) 720-8484	Y
AGPMI Plainfield, LLC	4180 Plainfield Ave NE	Grand Rapids	MI	49525-1648	616-226-6701	N
EFG Plymouth, LLC	250 N Main St	Plymouth	MI	48170	734-392-7080	Y
Portage FitMI, LLC	6420 S Westnedge Ave	Portage	MI	49002	269-459-8899	Y
EFG Port Huron, LLC	4350 24th Ave Ste 504	Fort Gratiot	MI	48059-3852	810-385-7400	Y
EFG Redford, LLC	27330 Plymouth Rd	Redford	MI	48239	(313) 694-3233	Y
EFG Rochester Hills, LLC	345 S Livernois Rd	Rochester Hills	MI	48307-1839	248-923-2014	Y
EFG Royal Oak, LLC	2560 Crooks Rd	Royal Oak	MI	48073	(248) 629-9095	Y
EFG Saginaw, LLC	4572 State St Ste 1	Saginaw	MI	48603-3803	989-799-1300	Y
EFG Saginaw II, LLC	2270 Tittabawassee Rd	Saginaw	MI	48604-9427	989-321-9350	Y
Saline FitMI LLC	932 E Michigan Ave	Saline	MI	48176-1586	7349772021	Y
EFG Shelby III, LLC	2020 Auburn Rd	Shelby Township	MI	48317	(586) 803-3766	Y
EFG Shelby Plaza, LLC	Shelby Plaza, 8260 23 Mile Rd	Shelby Township	MI	48316	586-884-4295	Y
EFG Southfield, LLC	29816 Southfield Rd	Southfield	MI	48076	248-327-6131	Y
Southgate FitMI, LLC	13591 Eureka Rd	Southgate	MI	48195	734-281-7828	N
EFG Sterling Heights II, LLC	13255 Fifteen Mile Rd	Sterling Heights	MI	48312	586-825-2020	Y
EFG Sterling Heights, LLC	40752 Ryan Rd	Sterling Heights	MI	48310	586-274-2310	Y
EFG Taylor, LLC	11420 Telegraph Rd	Taylor	MI	48180	734-947-9119	Y
EFG Taylor II, LLC	22565 Ecorse Rd	Taylor	MI	48180	313-254-2059	Y
BDP Traverse City MI, LLC	3111 S Airport Rd W	Traverse City	MI	49684	(231) 714-3383	N
EFG Troy, LLC	288 John R Rd	Troy	MI	48083	248-588-0141	Y
EFG Troy II, LLC	2880 W Maple Rd	Troy	MI	48084	(248) 712-6672	Y
EFG Shelby Twp, LLC	45501 Schoenherr Rd	Utica	MI	48315-6023	586-726-4840	Y
Players Athletic Club, Inc.	13750 E Eleven Mile Rd	Warren	MI	48089	586-774-6900	Y
EFG Warren, LLC	8393 Twelve Mile Rd	Warren	MI	48093	586-806-5618	Y
Waterford FitMI, LLC	5142 Highland Rd	Waterford	MI	48327	248-599-9795	N
EFG Waterford, LLC	5640 Dixie Hwy	Waterford	MI	48329-1618	248-430-7925	Y
EFG Wayne, LLC	34610 W Michigan Ave	Wayne	MI	48184	(734) 486-1607	Y

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EFG West Bloomfield, LLC	6433 Orchard Lake Rd	West Bloomfield	MI	48322	(248) 847-3815	Y
EFG Westland, LLC	34634 Warren Rd	Westland	MI	48185	734-525-4800	Y
EFG Woodhaven, LLC	19001 West Rd	Woodhaven	MI	48183	734-675-1800	Y
EFG Wyoming, LLC	958 28th St SW	Wyoming	MI	49509	(616) 649-3833	Y
Ypsilanti Fitness, LLC	2748 Washtenaw Ave	Ypsilanti	MI	48197	734-390-0139	Y
Baseline Fitness Minnesota LLC	7382 153rd St W	Apple Valley	MN	55124	(952) 595-6464	Y
Baseline Fitness Minnesota LLC	10650 Baltimore St	Blaine	MN	55449	763-270-5601	Y
Baseline Fitness Minnesota LLC	4405 Pheasant Ridge Dr	Blaine	MN	55449	763-208-7265	Y
Baseline Fitness Bloomington, LLC	10590 France Ave S	Bloomington	MN	55431	952-948-1000	Y
Baseline Fitness Minnesota LLC	14136 Baxter Dr	Brainerd	MN	56425	(218) 270-2036	N
Baseline Fitness Brooklyn Park, LLC	8081 Brooklyn Blvd	Brooklyn Park	MN	55428	763-424-4447	Y
Baseline Fitness Minnesota LLC	14232 Burnhaven Dr	Burnsville	MN	55306-4930	(952) 303-4300	Y
Baseline Fitness Minnesota LLC	5045 51st Ct	Columbia Heights	MN	55421	(763) 432-0996	Y
Baseline Fitness Minnesota LLC	60 Coon Rapids Blvd Nw	Coon Rapids	MN	55448-5809	(763) 784-7677	Y
Baseline Fitness Minnesota LLC	12658 Riverdale Blvd Nw	Coon Rapids	MN	55448-6711	763-270-2090	Y
Baseline Fitness Minnesota LLC	7240 E Point Douglas Rd S, Ste 210	Cottage Grove	MN	55016	(651) 200-3824	Y
Baseline Fitness Crystal, LLC	203 Willow Bend	Crystal	MN	55428	(763) 537-1321	Y
Baseline Fitness Minnesota LLC	2325 Mountain Shadow Dr	Duluth	MN	55811-3803	218-607-0680	N
Baseline Fitness Minnesota LLC	1278 Town Centre Dr, Space #135	Eagan	MN	55123	651-330-6135	Y
Baseline Fitness Minnesota LLC	11609 Leona Rd	Eden Prairie	MN	55344-3804	612-452-5490	Y
Baseline Fitness Minnesota LLC	3441 Hazelton Rd	Edina	MN	55435	612-452-5030	Y
Baseline Fitness Minnesota LLC	19250 Freeport St	Elk River	MN	55330	763-274-1296	N
Baseline Fitness Minnesota LLC	18350 Orchard Trail Rd	Lakeville	MN	55044	952-460-1118	Y
Baseline Fitness Minnesota LLC	1859 Adams St	Mankato	MN	56001-4867	(507) 779-7711	N
Baseline Fitness Minnesota LLC	12059 Elm Creek Blvd	Maple Grove	MN	55369	763-205-6918	Y
Baseline Fitness Minnesota LLC	2852 26th Ave South	Minneapolis	MN	55406	612-236-4176	Y
Baseline Fitness Minnesota LLC	575 9th St SE, Ste 150	Minneapolis	MN	55414-1399	612-474-4330	Y
Baseline Fitness Minnesota LLC	11323 MN-7	Minnetonka	MN	55343	(952) 500-8627	Y
Baseline Fitness Minnesota LLC	4900 County Rd 101	Minnetonka	MN	55345	952-446-7982	Y
Baseline Fitness Minnesota LLC	12431 Wayzata Blvd	Minnetonka	MN	55305-1974	952-395-0560	Y
Baseline Fitness Moorhead, LLC	800 Holiday Dr	Moorhead	MN	56560	218-477-1955	N
Baseline Fitness Minnesota LLC	2553 Mounds View Blvd	Mounds View	MN	55112-4033	763-762-3990	Y
DSG Rochester MN, LLC	1021 15th Ave SE	Rochester	MN	55904	507-258-6283	N
Baseline Fitness Minnesota LLC	3400 150th St	Rosemount	MN	55068-1776	651-447-5075	Y

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Baseline Fitness Minnesota LLC	1750 Highway 36 W	Roseville	MN	55113	651-200-3166	Y
Baseline Fitness Minnesota LLC	1633 17th Ave E	Shakopee	MN	55379	952-445-3806	Y
Baseline Fitness Minnesota LLC	2540 W Division St	St. Cloud	MN	56301	(320) 774-3711	N
Baseline Fitness Minnesota LLC	2401 W 7th St	St. Paul	MN	55116	651-447-2294	Y
Baseline Fitness Minnesota LLC	2167 Old Hudson Rd	St. Paul	MN	55119	(651) 330-4333	Y
Baseline Fitness Minnesota LLC	1820 Market Dr	Stillwater	MN	55082	651-342-0681	Y
Baseline Fitness Minnesota LLC	1675 S Robert St	West St. Paul	MN	55118	(651) 340-5186	Y
Baseline Fitness Minnesota LLC	1930 Buerkle Rd	White Bear Lake	MN	55110	(651) 444-8218	Y
PMW Ballwin LLC	14890 Manchester Rd	Ballwin	MO	63011	636-438-5091	N
United FP HEN, LLC	124 Cedar Tree Sq	Belton	MO	64012-2132	816-322-3395	Y
United FP HEN, LLC	601 SW US 40 Hwy.	Blue Springs	MO	64014	816-228-7327	Y
PMW Brentwood LLC	8340 Eager Rd	Brentwood	MO	63144-1412	314-405-2081	N
PFMW Bridgeton LLC	12425 Saint Charles Rock Rd	Bridgeton	MO	63044-2507	314-274-2830	N
Cape Girardeau Fitness LLC	2136 William Street	Cape Girardeau	MO	63703	(573) 339-2002	N
United FP JLM, LLC	2101 W. Broadway	Columbia	MO	65203	(573) 355-5858	Y
United FP JLM, LLC	205 E Nifong Blvd, Ste 100	Columbia	MO	65203	(573) 303-9192	Y
PMW Crestwood LLC	9450 Watson Road	Crestwood	MO	60445	(314) 849-2725	N
PMW Fenton LLC	687 Gravois Bluffs Blvd	Fenton	MO	63026-7715	636-600-0168	N
PMW Ferguson LLC	10803 W. Florissant Ave	Ferguson	MO	63136	314-755-1890	N
PMW Festus LLC	1318 Shapiro Ln	Festus	MO	63028	6369339497	Y
PMW Florissant LLC	175 Flower Valley Shopping Center	Florissant	MO	63033	314.274.2007	N
United FP HEN, LLC	4545 B South Noland Road	Independence	MO	64055	816-478-7095	Y
United FP HEN, LLC	2337 S Route 291	Independence	MO	64057	(913) 826-6432	Y
BDP Jefferson City MO, LLC	3239 Missouri Blvd	Jefferson City	MO	65109-5722	573-636-0470	N
Excel Fitness BEB X LLC	2113 Geneva Ave	Joplin	MO	64801	417-208-9565	Y
United FP HEN, LLC	2415 North East Vivion Road	Kansas City	MO	64118	(816) 413-8249	Y
United FP HEN, LLC	470 Northeast Barry Road	Kansas City	MO	64155	816-420-0700	Y
United FP HEN, LLC	1201 E Emanuel Cleaver II Blvd	Kansas City	MO	64110	(816) 237-7001	Y
United FP HEN, LLC	8720 E 63rd St	Kansas City	MO	64133-4726	816-353-7352	Y
United FP HEN, LLC	6238 N Chatham Ave	Kansas City	MO	64151-2472	816-293-3040	Y
United FP HEN, LLC	300 SW Blue Parkway Suite D	Lee's Summit	MO	64063	(816) 287-8200	Y
PMW OFallon LLC	914 Highway K	O Fallon	MO	63366-2911	(636) 294-1316	Y
PMW Overland LLC	8903 Page Ave	Overland	MO	63114-6107	314-427-2860	N
PMW Poplar Bluff LLC	950 N Westwood Blvd	Poplar Bluff	MO	63901	(573) 727-0038	Y
United FP JLM, LLC	1056 South Bishop Ave	Rolla	MO	65401	(573) 202-6171	Y
United FP JLM, LLC	3117 W Broadway Blvd	Sedalia	MO	65301	660-460-5090	Y
United FP JLM, LLC	2633 N Kansas Expressway	Springfield	MO	65803	(417) 719-7575	Y
United FP JLM, LLC	1730 South Campbell Avenue	Springfield	MO	65807	(417) 719-1010	Y
United FP JLM, LLC	2851 West Republic Rd	Springfield	MO	65807	417-877-0244	Y
United FP HEN, LLC	1325 S Belt Highway	St. Joseph	MO	64507	816-390-8822	Y
PMW CWE LLC	4061 Lindell Blvd	St. Louis	MO	63108	314-875-9057	N
PMW Chippewa LLC	4660 Chippewa St	St. Louis	MO	63116	314-376-5267	N
PMW South County LLC	6926 S Lindbergh Blvd	St. Louis	MO	63129	(314) 200-8300	N
PMW Mid Rivers LLC	490 Mid Rivers Mall Circle	St. Peters	MO	63376	636-387-6025	Y
PMW South St Peters LLC	1630 Woodstone Dr	St Charles	MO	63304-6879	636-244-1423	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
United FP HEN, LLC	723 A N Charles St.	Warrensburg	MO	64093	(660) 864-0401	Y
PMW Washington MO LLC	1903 Rabbit Trail Dr	Washington	MO	63090	636-900-9312	Y
PMW Wentzville LLC	99 Wentzville Bluffs Drive	Wentzville	MO	63385	636-856-0722	Y
United FP LAN, LLC	2390 Pass Rd	Biloxi	MS	39531	228-388-7930	Y
Brandon MS Fitness LLC	1574 W Government St	Brandon	MS	39042-2407	601-706-1004	N
Byram Fitness LLC	7261 S Siwell Rd	Byram	MS	39272	769-333-0001	N
R & H Fitness Clinton, LLC	406 Springridge Rd	Clinton	MS	39056-4804	601-925-5554	N
Columbus MS Fitness, LLC	1404 Old Aberdeen Rd	Columbus	MS	39705	(662) 546-1081	N
PMW Corinth LLC	122 US Hwy 72	Corinth	MS	38834	662-594-1213	N
United FP LAN, LLC	12373 Hwy 49, Ste 5	Gulfport	MS	39503	228-832-3486	Y
United FP LAN, LLC	6128 Highway 49	Hattiesburg	MS	39401	(601) 602-4721	Y
United FP JLM, LLC	3031 Goodman Rd W	Horn Lake	MS	38637-1105	(662) 354-3200	Y
R & H Fitness Jackson, LLC	5250 I-55 N	Jackson	MS	39211	(601) 882-5906	N
Westland Fitness LLC	2540 Robinson St	Jackson	MS	39209	601-313-9200	N
United FP LAN, LLC	125 Leontyne Price Blvd	Laurel	MS	39440-4428	601-651-7600	Y
CFP McComb LLC	1722 Veterans Blvd, Ste F1	McComb	MS	39648-2061	601-730-4592	N
United FP LAN, LLC	2014 Hwy 45 N	Meridian	MS	39301	(601) 282-7500	Y
United FP ROB, LLC	350 John R Junkin Dr, Ste 18	Natchez	MS	39120	(601) 897-8720	Y
United FP LAN, LLC	2200A Bienville Blvd	Ocean Springs	MS	39564	228-818-7930	Y
United FP JLM, LLC	5155 Goodman Rd, Ste 110	Olive Branch	MS	38654	(662) 874-1935	Y
Oxford MS Fitness LLC	2535 Jackson Ave W	Oxford	MS	38655-5404	662-238-0500	N
United FP LAN, LLC	3253 Denny Ave	Pascagoula	MS	39581	(228) 357-9700	Y
R & H Fitness Pearl LLC	3029 Hwy 80 E	Pearl	MS	39208	(601) 724-7915	N
United FP LAN, LLC	734 Memorial Blvd, Ste A	Picayune	MS	39466	(601) 215-5200	Y
R & H Fitness Ridgeland, LLC	772 Lake Harbour Dr Ste 1	Ridgeland	MS	39157-4365	601-427-5901	N
Starkville Fitness LLC	844 MS-12 W	Starkville	MS	39759-3582	662-245-6668	N
Gloster Street Fitness, LLC	1800 N Gloster St	Tupelo	MS	38804-1218	(662) 269-0880	N
United FP ROB, LLC	3046 Indiana Ave	Vicksburg	MS	39180	(601) 501-4091	Y
United FP LAN, LLC	318 US 90, Ste A	Waveland	MS	39576	(228) 463-3105	Y
Cornerstone Fitness of Billings, LLC	640 S 24th Street W	Billings	MT	59102	406-500-4100	N
Cornerstone Fitness of Northern Heights, LLC	1321 Main St	Billings	MT	59105	406-205-3044	N
Cornerstone Fitness of Bozeman, LLC	1475 N 19th Ave	Bozeman	MT	59718-3647	406-219-2174	N
Cornerstone Fitness of Great Falls, LLC	726 10th Ave S	Great Falls	MT	59405	(406) 641-2111	N
Cornerstone of Helena, LLC	3035 N Sanders St	Helena	MT	59601	(406) 996-1950	N
Cornerstone of Missoula, LLC	2640 N Reserve St	Missoula	MT	59808	(406) 926-1054	N
Excel Fitness NC 32, LLC	11240 US 15-501 Hwy	Aberdeen	NC	28315	9105979517	Y
Keystone NFP Albemarle, LLC	720 NC-24, Ste 6	Albemarle	NC	28001	(704) 709-0558	Y
Keystone NFP Asheboro, LLC	1560 E Dixie Dr	Asheboro	NC	27203	(336) 736-8265	Y
Keystone NFP Belmont, LLC	602 Park St	Belmont	NC	28012	704-461-8490	Y
Excel Fitness NC 31, LLC	635 Huffman Mill Rd, Ste C1	Burlington	NC	27215	336-281-2860	Y
Excel Fitness NC VII, LLC	681 Cary Towne Blvd	Cary	NC	27511	9193005974	Y
Excel Fitness NC VIII, LLC	257 S Elliott Rd	Chapel Hill	NC	27517	9193005987	Y
Keystone NFP Clemmons, LLC	6350 Clemmons Point Dr	Clemmons	NC	27012	(336) 341-1707	Y

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Keystone NFP Concord, LLC	180 Concord Commons Place SW	Concord	NC	28027	704-786-4050	Y
Excel Fitness NC XII, LLC	2350 W Cumberland St	Dunn	NC	28334	9107221335	Y
Excel Fitness NC XIV, LLC	1720 Guess Rd, Ste 74	Durham	NC	27701	9842603746	Y
Excel Fitness NC XV, LLC	1010 Martin Luther King Jr Pkwy	Durham	NC	27713	9842664020	Y
Keystone NFP Eden, LLC	220 W Kings Hwy	Eden	NC	27288	336-279-5603	Y
HR Elizabeth City LLC	1831B W Ehringhaus St	Elizabeth City	NC	27909	252-513-1841	Y
TRI Delta 5, LLC	Market Fair Mall, 1916 Skibo Rd	Fayetteville	NC	28314	910-216-4104	Y
TRI Delta 5, LLC	4803 Ramsey St	Fayetteville	NC	28311	910-375-1663	Y
Excel Fitness NC XIX, LLC	1302 N Main St	Fuquay Varina	NC	27526	9192765324	Y
Excel Fitness NC IV, LLC	1885 Aversboro Rd	Garner	NC	27529	9192765326	Y
Keystone NFP Gastonia, LLC	202 S New Hope Rd	Gastonia	NC	28054-4805	704-868-4050	Y
TRI Delta 5, LLC	201 N Berkeley Blvd	Goldsboro	NC	27534	919-275-2261	Y
Excel Fitness NC VI, LLC	412 S Main St	Graham	NC	27253-3356	743-205-0127	Y
Keystone NFP Greensboro - Battleground, LLC	3313 Battleground Ave	Greensboro	NC	27410	(336) 676-3645	Y
Keystone NFP Greensboro - Gate City, LLC	4209-A West Gate City Blvd	Greensboro	NC	27407	336-900-7977	Y
Keystone NFP Greensboro - Golden Gate, LLC	2226 Golden Gate Dr	Greensboro	NC	27405	(336) 763-1568	Y
Keystone NFP Greensboro - W Market, LLC	4640 W Market St, Ste 101	Greensboro	NC	27407	336-856-1212	Y
Excel Fitness NC IX, LLC	801 Thomas Langston Rd	Greenville	NC	28590	252-231-2075	Y
Excel Fitness NC 22, LLC	514 Us Highway 70 W	Havelock	NC	28532-9510	252-558-9249	Y
Excel Fitness NC XVIII, LLC	967 S Beckford Dr	Henderson	NC	27536	2522215414	Y
Keystone NFP Hickory, LLC	2418 N Center St	Hickory	NC	28601-1300	828-322-2200	Y
Keystone NFP High Point - Eastchester, LLC	1116 Eastchester Dr, Ste 123	High Point	NC	27265	336-885-8000	Y
Keystone NFP High Point - South Main, LLC	2850 S Main St	High Point	NC	27263	(336) 223-8594	Y
Excel Fitness NC XI, LLC	151 Mayo St	Hillsborough	NC	27278	9192765331	Y
Excel Fitness NC XVII, LLC	309 Matthews Dr	Holly Springs	NC	27539	9192765344	Y
Excel Fitness NC PT, LLC	3333 N Main St	Hope Mills	NC	28348-1832	(910) 221-3224	Y
Excel Fitness NC 21, LLC	1231 Hargett St	Jacksonville	NC	28540-5934	910-320-8648	Y
Excel Fitness NC 34, LLC	2085 N Marine Blvd	Jacksonville	NC	28546-5534	9103751672	Y
Keystone NFP Kannapolis, LLC	1351 S Cannon Blvd	Kannapolis	NC	28083	(704) 925-1944	Y
Keystone NFP Kernersville, LLC	838 S Main St Ste B	Kernersville	NC	27284-3331	336-996-9006	Y
Excel Fitness NC 35, LLC	4050 W Vernon Ave	Kinston	NC	28504-9675	252-594-9504	Y
Excel Fitness NC II, LLC	2001 Widewaters Pkwy	Knightdale	NC	27545	9192765347	Y
Excel Fitness NC 29, LLC	900 US 401	Laurinburg	NC	28352	9107781293	Y
Keystone NFP Lenoir, LLC	843 Blowing Rock Blvd	Lenoir	NC	28645	828-203-2209	Y
Keystone NFP Lexington, LLC	39 Plaza Pkwy	Lexington	NC	27292	(336) 843-4337	Y
Excel Fitness NC 25, LLC	2770 N Roberts Ave	Lumberton	NC	28358	9108174138	Y
Keystone NFP Mocksville, LLC	1063 Yadkinville Rd Ste 102	Mocksville	NC	27028-2077	(336) 790-0082	Y
Keystone NFP Monroe, LLC	2107 W Roosevelt Blvd	Monroe	NC	28110-2712	704-225-7000	N
Keystone NFP Mooresville, LLC	335 W Plaza Dr, Unit 1	Mooresville	NC	28117	704-230-0909	Y
Keystone NFP Morganton, LLC	907 W Union St	Morganton	NC	28655	828-608-0808	Y
Keystone NFP Mt. Airy, LLC	1130 W Pine St	Mt. Airy	NC	27030-3443	(336) 331-0920	Y
Excel Fitness NC 23, LLC	2662 M L King Jr Blvd	New Bern	NC	28562	252-652-8032	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
Keystone NFP Newton, LLC	2725 Northwest Blvd Ste E	Newton	NC	28658-3700	828-203-2422	Y
Excel Fitness NC 28, LLC	7980 Skyland Ridge Pkwy	Raleigh	NC	27617	9193005965	Y
Excel Fitness NC 26, LLC	5240 Capital Blvd	Raleigh	NC	27616-2924	9192050641	Y
Excel Fitness NC X, LLC	404 E Six Forks Rd	Raleigh	NC	27609	9192765351	Y
Excel Fitness NC V, LLC	3121 Leland Dr	Raleigh	NC	27616-5901	9192765322	Y
Excel Fitness NC XX, LLC	9650 Strickland Rd	Raleigh	NC	27615	919-276-5383	Y
Excel Fitness NC PT, LLC	1558-A Julian R Allsbrook Hwy	Roanoke Rapids	NC	27870-5114	252-557-1336	Y
Keystone NFP Rockingham, LLC	1305 E Broad Ave, Ste B	Rockingham	NC	28379	910-726-3700	Y
Excel Fitness NC III, LLC	1271 Cobb Corners Dr	Rocky Mount	NC	27804-2530	252-349-0902	Y
Keystone NFP Salisbury, LLC	710 Jake Alexander Blvd W	Salisbury	NC	28147	(704) 762-9080	Y
Excel Fitness NC 24, LLC	2507 South Horner Blvd	Sanford	NC	27330	9192765360	Y
Seashore Fitness, LLC	5053 Main St	Shallotte	NC	28470	(910) 294-3567	Y
Keystone NFP Shelby, LLC	1659 E Dixon Blvd	Shelby	NC	28152	704-600-6550	Y
Excel Fitness NC 27, LLC	1248 N Bright Leaf Blvd	Smithfield	NC	27577	919-205-8738	Y
Keystone NFP South Gastonia, LLC	1751 Neal Hawkins Rd	Gastonia	NC	28056	704-869-2001	Y
Keystone NFP Statesville, LLC	1881 E Broad St	Statesville	NC	28625	(980) 223-8556	Y
Keystone NFP Thomasville, LLC	835 Julian Ave	Thomasville	NC	27360	(336) 676-3170	Y
Excel Fitness NC XVI, LLC	907 Wrigley Dr	Wake Forest	NC	27587	9192765375	Y
Excel Fitness NC 30, LLC	1700 West 5th St, Suite 500	Washington	NC	27889-4004	2522209762	Y
Keystone NFP Wilkesboro, LLC	232 Two Rivers Dr	Wilkesboro	NC	28697	336-331-9858	Y
Ocean Fitness LLC	6400 Carolina Beach Rd	Wilmington	NC	28412	910-792-7746	Y
Seaside Fitness, LLC	6840 Market St	Wilmington	NC	28405	910-685-7882	Y
Wilmington Workout Club, LLC	68a S Kerr Ave	Wilmington	NC	28403-1417	910-772-1331	Y
Excel Fitness NC XIII, LLC	2219 Airport Blvd NW	Wilson	NC	27896	2522215415	Y
Keystone NFP Winston Salem - Peters Creek, LLC	2672 Peters Creek Pkwy	Winston Salem	NC	27127-5655	336-788-5777	Y
Keystone NFP Winston Salem - Reynolda, LLC	2822 Reynolda Rd	Winston Salem	NC	27106-3102	336-293-6244	Y
Baseline Fitness ND, LLC	2700 State Street	Bismarck	ND	58503	(701) 319-9440	Y
Baseline Fitness Fargo LLC	5100 14th Ave S	Fargo	ND	58103	701-478-3300	Y
Baseline Fitness Fargo LLC	5094 Alexander Dr S	Fargo	ND	58104	701-936-8444	Y
Baseline Fitness Grand Forks, LLC	715 S Washington St	Grand Forks	ND	58201-4353	701-775-8820	Y
Baseline Fitness ND, LLC	10 28th Ave SW	Minot	ND	58701	701-204-6606	Y
Baseline Fitness Nebraska, LLC	1041 E 23rd St	Fremont	NE	68025	(402) 620-4899	N
BDP Grand Island LLC	3535 W 13th St	Grand Island	NE	68803	308-225-6547	N
Baseline Fitness Nebraska, LLC	4915 2nd Ave	Kearney	NE	68847	3084551768	N
aFIRM, L.L.C.	3020 Folkways Blvd	Lincoln	NE	68504	402-840-3336	N
aFIRM, L.L.C.	2600 S 48th St	Lincoln	NE	68506	(402) 840-3388	N
aFIRM, L.L.C.	2110 North 86th St	Lincoln	NE	68505	(402) 840-5305	N
Baseline Fitness Nebraska, LLC	1700 Market Ln, Ste 240	Norfolk	NE	68701-7309	402-347-7774	N
BDP 133rd LLC	13217 W Center Rd	Omaha	NE	68144	(402) 330-2911	N
BDP 36th & Q LLC	3501 L St	Omaha	NE	68107	402-932-3737	N
BDP 84th & Giles LLC	8010 S 84th St	La Vista	NE	68128	(402) 614-8215	N
BDP Ames Ave LLC	5760 Ames Ave	Omaha	NE	68104-2700	402-933-3575	N

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BDP Bellevue, LLC	10622 South 15th St	Bellevue	NE	68123	402-715-5188	N
BDP Plaza North, LLC	5565 N 90th St	Omaha	NE	68134	(402) 614-2400	N
BDP Walnut Grove, LLC	15370 Weir St	Omaha	NE	68137	(402) 505-6802	N
BDP West Maple NE, LLC	14933 Evans Plaza	Omaha	NE	68116	531-272-8255	N
Jaxson Fitness, LLC	41 Ash Brook Rd	Keene	NH	03431	(603) 352-1373	N
Salem Fit, LLC	92 Cluff Crossing Rd	Salem	NH	03079	(603) 328-5661	N
Whiby (6) 374 Main Street Belleville, LLC	374 Main St	Belleville	NJ	07109	(973) 751-8410	Y
PF Berlin LLC	225 N Route 73	West Berlin	NJ	08091	(856) 335-4341	Y
OWF Bridgeton LLC	9 Cornwell Dr	Bridgeton	NJ	08302-3219	856-459-5436	Y
New England Fitness South, Inc.	700 Crescent Blvd	Brooklawn	NJ	08030-2797	856-349-7746	Y
PF Burlington LLC	2200 Mount Holly Rd	Burlington	NJ	08016	6095316270	Y
GFP Cedar Knolls, LLC	235 Ridgedale Ave	Cedar Knolls	NJ	07927-2105	(973) 270-9099	Y
PF Cherry Hill East LLC	1409 RT 70 E, #100	Cherry Hill	NJ	08034	856-229-7134	Y
PF Cherry Hill West LLC	500 Route 38	Cherry Hill	NJ	08002	856-356-2656	Y
Keystone NFP Cherry Hill - Marlton, LLC	2005 Route 70 E	Cherry Hill	NJ	08003	856-751-9111	N
New England Fitness Cinnaminson, Inc.	141 Route 130 S	Cinnaminson	NJ	08077	856-499-2695	Y
New England Fitness South, Inc.	1468 Blackwood Clementon Rd	Clementon	NJ	08021	856-435-2210	Y
Clif-Fit, LLC	600 Getty Ave	Clifton	NJ	07011	973-478-3300	Y
Clif2-Fit, LLC	1065 Bloomfield Ave	Clifton	NJ	07012	(973) 433-5999	Y
RBC Fit LLC	1712 NJ-31	Clinton	NJ	08809	(908) 323-2757	N
Whiby 26 Colonia, LLC	1250 NJ-27	Colonia	NJ	07067	732 242-7768	Y
New England Fitness South, Inc.	1341 S Fairview St	Delran	NJ	08075	(856) 393-8912	Y
Whiby 18 East Brunswick, LLC	1020 Rte 18	East Brunswick	NJ	08816	732.955.7800	Y
Phil-Fit Limited Liability Company	418 Rt 10 Westbound	East Hanover	NJ	07936	(862) 701-5511	Y
Whiby (7), Sussex Avenue East Orange, LLC	60 Sussex Ave	East Orange	NJ	07018	(973) 677-0001	Y
PF Egg Harbor LLC	6801 Black Horse Pike	Egg Harbor Township	NJ	08234	(609) 241-1623	Y
Whiby 11 Elizabeth, LLC	647 Newark Ave	Elizabeth	NJ	07208	(908) 838-0005	Y
Whiby 23 Elmwood Park, LLC	58 Broadway	Elmwood Park	NJ	07407-3025	551-230-2599	Y
New England Fitness Ewing, Inc.	Capitol Plaza,1560 North Olden Ave	Ewing	NJ	08638	609-943-2548	Y
Whiby 14 Fairfield LLC	461 US Hwy 46	Fairfield	NJ	07004	(862) 210-6600	Y
Whiby 15 Fairview LLC	251 Broad Ave	Fairview	NJ	07022	(201) 340-5360	Y
Diamond Crest Development, LLC	39 Reaville Ave	Flemington	NJ	08822	908-237-9911	N
Whiby 20 Hackensack, LLC	375-417 Rte 17	Hackensack	NJ	07601	551-287-2209	Y
GFP Hackettstown, LLC	1965 Rte 57 #13-2	Hackettstown	NJ	07840	(908) 645-6333	Y
New England Fitness Ewing, Inc.	1061 White Horse Mercerville Rd	Hamilton	NJ	08610-1400	(609) 838-9743	Y
New England Fitness South, Inc.	71 S White Horse Pike	Hammonton	NJ	08037	(609) 704-5302	Y
GFP Hawthorne, LLC	202 Wagaraw Rd Ste 100	Hawthorne	NJ	07506	973-520-6004	Y
Whiby 8 Hillsborough, LLC	256 US Hwy 206	Hillsborough	NJ	08844	(908) 615-0100	Y
Whiby 16 Irvington, LLC	480 Chancellor Ave	Irvington	NJ	07111	(973) 705-7400	Y
Whiby 21 Jersey City, LLC	321 Route 440	Jersey City	NJ	07305-4879	551-225-0004	Y

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Whiby (2), 1151 W. St. George Avenue, Linden, LLC	1151 W St Georges Ave	Linden	NJ	07036-6115	(908) 925-1077	Y
Whiby 22 Little Ferry, LLC	260 Bergen Tpke	Little Ferry	NJ	07643-1104	551-222-0059	Y
New England Fitness South, Inc.	222 Bridgeton Pike	Mantua	NJ	08051-1913	856-292-3904	Y
New England Fitness South, Inc.	4403 E Black Horse Pike	Mays Landing	NJ	08330	(609) 568-6823	Y
Keystone NFP Millville, LLC	101 Bluebird Ln	Millville	NJ	08332-1317	856-300-2088	N
PF Moorestown LLC	400 NJ-38	Moorestown	NJ	08057	8562429256	Y
Win-Fit, LLC	2956 State Route 10	Morris Plains	NJ	07950-1244	973-998-0989	Y
New England Fitness South, Inc.	3105 Route 38	Mt. Laurel	NJ	08054	856-722-5950	Y
Whiby 12 Newark LLC	520 Broad St	Newark	NJ	07102	(973) 273-4433	Y
Whiby (1) Tonnelle Avenue, North Bergen, LLC	8101 Tonnelle Ave	North Bergen	NJ	07047-4601	(201) 295-0000	Y
Whiby (5) 400 Renaissance Boulevard N. Brunswick, LLC	436 Renaissance Blvd	North Brunswick	NJ	08902	(732) 658-3935	Y
GFP Passaic LLC	663 Main St	Passaic	NJ	07055-4919	862-295-0391	Y
Pat-Fit, LLC	100 Hamilton Plz	Paterson	NJ	07505-2109	973-278-5850	Y
PF Pennsville LLC	709 S Broadway	Pennsville	NJ	08070	(856) 759-4120	Y
Whiby 9 Plainsboro, LLC	10 Schalks Crossing Rd	Plainsboro	NJ	08536	(609) 385-2555	Y
Pomp-Fit, LLC	59 Wanaque Ave	Pompton Lakes	NJ	07442-2023	973-513-9241	Y
OWF Lawrenceville LLC	601 Nassau Park Blvd	Princeton	NJ	08540-5938	609-212-2751	Y
PF Rio Grande, LLC	1500 NJ-47	Rio Grande	NJ	08242	(609) 778-2535	Y
PF Robbinsville LLC	1095 Washington Blvd	Robbinsville	NJ	08691	(609) 223-0881	Y
Rockaway-Fit LLC	204 Enterprise Dr	Rockaway	NJ	07866	(862) 244-9836	Y
New England Fitness South, Inc.	415 Egg Harbor Rd	Sewell	NJ	08080	856-589-0808	Y
New England Fitness Sicklerville LLC	463 Cross Keys Rd	Sicklerville	NJ	08081	(856) 545-3131	Y
OWF Somerdale LLC	711 Evesham Rd, Ste 4	Somerdale	NJ	08083-1455	856-258-4896	Y
Whiby 4 Easton Avenue Somerset, LLC	1135 Easton Ave	Somerset	NJ	08873-1682	(732) 253-5319	Y
PF Somers Point LLC	214 New Rd, #218	Somers Point	NJ	08244-2177	609-904-6630	Y
Whiby 19 South Amboy, LLC	960 Rte 9	South Amboy	NJ	08852	732.588.8585	Y
Whiby (3), Hadley Rd. South Plainfield, LLC	6305 Hadley Rd	South Plainfield	NJ	07080	(908) 205-8535	Y
Whiby 28 Springfield, LLC	901 Mountain Ave, Ste 1	Springfield	NJ	07081-3414	908-224-1416	Y
Rox-Fit LLC	275 State Route 10 E	Succasunna	NJ	07876-1358	862-244-4327	Y
Whiby 17 Union, LLC	2445 Springfield Ave	Union	NJ	07088	(908) 378-9699	Y
Keystone NFP Vineland, LLC	1277 W Landis Ave	Vineland	NJ	08362	856-213-5294	N
Whiby 25 Watchung, LLC	1701 Rt 22	Watchung	NJ	07069	908-219-9850	Y
Wayne-Fit LLC	797 Hamburg Tpke	Wayne	NJ	07470-8416	(862) 221-9261	Y
Whiby 24 Weehawken, LLC	4100 Park Ave	Weehawken	NJ	07086	551-213-0121	Y
New England Fitness South, Inc.	49 Haddon Ave	Westmont	NJ	08108	(856) 240-1944	Y
DA Business Enterprises LLC	465 Green St	Woodbridge	NJ	07095	(732) 709-1400	Y
Wood-Fit, LLC	1734 US Hwy 46	Woodland Park	NJ	07424	973-837-6139	Y
IFH NM Operations, Inc.	1807 E 10th St	Alamogordo	NM	88310	(575) 415-3716	N
IFH NM Operations, Inc.	4801 Alameda Blvd NE	Albuquerque	NM	87113	(505) 785-0944	N
IFH NM Operations, Inc.	3301 Coors Blvd NW	Albuquerque	NM	87120	505-833-4444	N

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IFH NM Operations, Inc.	1518 Eubank Blvd NE	Albuquerque	NM	87112	505-559-9000	N
IFH NM Operations, Inc.	5401 Gibson Blvd SE	Albuquerque	NM	87108	505-256-2500	N
IFH NM Operations, Inc.	4665 Irving Blvd Nw	Albuquerque	NM	87114-4267	505-899-3707	N
IFH NM Operations, Inc.	7200 Montgomery Blvd NE	Albuquerque	NM	87109	505-872-0232	N
IFH NM Operations, Inc.	3725 Las Estancias Ct SW	Albuquerque	NM	87121	505-633-5505	N
IFH NM Operations, Inc.	2515 W Pierce St	Carlsbad	NM	88220-3563	5752377772	N
IFH NM Operations, Inc.	601 E Llano Estacado Blvd	Clovis	NM	88101	(575) 218-3421	N
IFH NM Operations, Inc.	2950 E Main St	Farmington	NM	87402	505-278-5310	N
IFH NM Operations, Inc.	2108 N Turner St	Hobbs	NM	88240	575-964-1836	N
El Paseo Gym Management, LLC	1300 El Paseo Rd	Las Cruces	NM	88001	575-524-7867	Y
Telshor Gym Management, LLC	1100 N Telshor Blvd	Las Cruces	NM	88011	(575) 522-7867	Y
IFH NM Operations, Inc.	1950 Ken Haynes Rd	Los Lunas	NM	87031	(505) 565-5506	N
IFH NM Operations, Inc.	3391 Southern Blvd Se	Rio Rancho	NM	87124-2062	505-994-2424	N
IFH NM Operations, Inc.	1709 S Main St	Roswell	NM	88203	(575) 208-0083	N
IFH NM Operations, Inc.	2412 Cerrillos Rd	Santa Fe	NM	87505	505-522-3500	N
Northcarsonfitness LLC	3193 Market St, Ste 120	Carson City	NV	89706	775-297-3099	N
BDP LV Sunset NV, LLC	1531 W Sunset Rd	Henderson	NV	89014-6636	702-458-3900	N
Lake Mead Fitness, LLC	260 E Lake Mead Pkwy	Henderson	NV	89015	(702) 982-1931	N
BDP LV Boulder NV, LLC	5436 Boulder Hwy	Las Vegas	NV	89122	702-904-9015	N
BDP LV Decatur & Flamingo NV, LLC	4001 S Decatur Blvd	Las Vegas	NV	89103-5860	702-727-4906	N
BDP Decatur & Meadows NV, LLC	230 S Decatur Blvd Ste B-100	Las Vegas	NV	89107-2932	(702) 586-1900	N
BDP LV Deer Springs NV, LLC	9875 W Deer Springs Way	Las Vegas	NV	89149-1438	725-735-7300	N
BDP LV Sahara NV, LLC	1221 E Sahara Ave	Las Vegas	NV	89104-3402	(702) 916-0700	N
BDP LV Flamingo NV, LLC	3300 E Flamingo Rd	Las Vegas	NV	89121-4307	702-547-1200	N
Mtns Edge Fitness LLC	7895 Blue Diamond Rd	Las Vegas	NV	89178	702-333-0703	N
BDP LV Northeast NV, LLC	1570 N Eastern Ave	Las Vegas	NV	89101-1509	702-826-4200	N
Tenaya Fitness LLC	7321 W Lake Mead Blvd	Las Vegas	NV	89128-1003	(702)202-0856	N
JKG Fitness Inc	7250 Arroyo Crossing Pkwy	Las Vegas	NV	89113-4058	(702) 750-9918	N
BDP LV Rancho NV, LLC	4488 N Rancho Dr	Las Vegas	NV	89130-3406	(702) 916-0800	N
BDP LV Nellis NV, LLC	2216 S Nellis Blvd	Las Vegas	NV	89104-6234	702-432-4200	N
Silverado Fitness LLC	9850 S Maryland Pkwy	Las Vegas	NV	89183	(702) 462-9088	N
Charleston Fitness LLC	8945 W Charleston Blvd	Las Vegas	NV	89117	702-485-3705	N
BDP LV Decatur & Rome NV, LLC	6564 N Decatur Blvd	Las Vegas	NV	89131	702-462-5277	N
BDP LV Craig NV, LLC	1324 W Craig Rd, Unit 2	North Las Vegas	NV	89032-0325	702-268-2649	N
CanyonFit LLC	10330 N McCarran Blvd	Reno	NV	89503	775-657-8500	N
Northrenofit LLC	2863 Northtowne Ln	Reno	NV	89512	(775) 453-9321	N
JKG Fitness Inc	200 Lemmon Dr	Reno	NV	89506	775-384-2792	N
Pavilion Fitness LLC	8165 S Virginia St, Ste B	Reno	NV	89511	775-686-6366	N
SparkFit LLC	630 N McCarran Blvd	Sparks	NV	89431	(775) 356-1000	N

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Airmont Fitness Group, LLC	329 Route 59	Airmont	NY	10952	845-369-6300	Y
IFH NY (Albany), LLC	161 Washington Avenue Ext	Albany	NY	12205-5601	518-456-4980	Y
IFH NY (Amherst), LLC	4090 Maple Rd	Amherst	NY	14226-1025	716-253-7676	Y
IFH NY (Amsterdam), LLC	101 Towne Square Dr	Amsterdam	NY	12010	518-842-2600	Y
IFH NY Operations (East), LLC	217 Grant Ave	Auburn	NY	13021-1403	315-282-7119	Y
IFH NY Operations (West), LLC	4140 Veterans Memorial Dr, Ste 7	Batavia	NY	14020	(585) 536-8650	Y
IFH NY Operations (East), LLC	10 Glenwood Ave	Binghamton	NY	13905	607-900-2001	Y
Brewster Fitness Group LLC	1511 Route 22 Ste 181	Brewster	NY	10509-4020	(845) 363-0535	Y
IFH NY Operations (West), LLC	6515 Brockport Spencerport Rd	Brockport	NY	14420	585-312-3438	Y
Kingsbridge Fitness Group, LLC	82 W 225th St	Bronx	NY	10463	718-933-9300	Y
Third Avenue Bronx Fitness Group, LLC	2914 3rd Ave	Bronx	NY	10455-2658	718-650-6716	Y
Castle Hill Fitness Group, LLC	2241 Westchester Ave	Bronx	NY	10462	718-239-8210	Y
Fordham Fitness Group, LLC	309 E Fordham Rd	Bronx	NY	10458	718-933-0900	Y
Gun Hill Road Fitness Group, LLC	1780 E Gun Hill Rd	Bronx	NY	10469	718-650-6708	Y
1370 Jerome Fitness Group, LLC	1370 Jerome Ave	Bronx	NY	10452	(718) 933-4672	Y
Pelham Bay Fitness Group, LLC	3060 Westchester Ave	Bronx	NY	10461	718-863-3488	Y
1030 Southern Boulevard Fitness Group, LLC	1030 Southern Blvd	Bronx	NY	10459-3426	718-326-5839	Y
2070 Jerome Avenue Fitness Group LLC	2070 Jerome Ave	Bronx	NY	10453-1810	(347) 973-8088	Y
4225 White Plains Road Fitness Group LLC	4225 White Plains Rd	Bronx	NY	10466-3015	929-374-4468	Y
White Plains Road Fitness Group, LLC	2129 White Plains Rd	Bronx	NY	10462	718-650-6700	Y
Bayridge Fitness Group LLC	439 86th St	Brooklyn	NY	11209	347-786-7452	Y
1245 Fulton Street Fitness Group, LLC	1245 Fulton St	Brooklyn	NY	11216-2004	(718) 473-9170	Y
2007 86th Street Fitness Group, LLC	2007 86th St	Brooklyn	NY	11214-3203	718-473-3830	Y
66 Boerum Place Fitness Group, LLC	66 Boerum Pl	Brooklyn	NY	11201-5705	(718) 933-4671	Y
777 Broadway Fitness Group, LLC	777 Broadway	Brooklyn	NY	11206-5319	718-650-6704	Y
Canarsie Fitness Group, LLC	856 Remsen Ave	Brooklyn	NY	11236	718-451-0171	Y
2228 Church Avenue Fitness Group, LLC	2228 Church Ave	Brooklyn	NY	11226-3202	718-439-3008	Y
Pennsylvania Avenue Fitness Group, LLC	946 Pennsylvania Ave	Brooklyn	NY	11207	718-407-7447	Y
495 Flatbush Fitness Group, LLC	495 Flatbush Ave	Brooklyn	NY	11225-3706	347-481-4990	Y
1601 Kings Highway Fitness Group, LLC	1601 Kings Hwy	Brooklyn	NY	11229	(718) 852-0047	Y
Linden Boulevard Fitness Group LLC	2858 Linden Blvd	Brooklyn	NY	11208-4929	(929) 489-0002	Y
441 Rockaway Avenue Fitness Group, LLC	441 Rockaway Ave	Brooklyn	NY	11212	(646) 216-3023	Y
4802 5th Avenue Fitness Group LLC	4802 5th Ave	Brooklyn	NY	11220-1917	(929) 484-1464	Y

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IFH NY Operations (East), LLC	2318 W Genesee St	Camillus	NY	13219	315-396-0978	Y
IFH NY Operations (West), LLC	91 Eastern Blvd	Canandaigua	NY	14424	(585)577-6226	Y
IFH NY Operations (West), LLC	100 Thruway Plaza Dr	Cheektowaga	NY	14225	(716) 989-0524	Y
IFH NY Operations (West), LLC	8417 Oswego Rd	Baldwinsville	NY	13027	607-308-0863	Y
IFH NY (Clifton Park), LLC	22 Clifton Country Rd, Ste 88	Clifton Park	NY	12065	518-688-3001	Y
IFH NY Operations (East), LLC	156-160 Clinton Ave	Cortland	NY	13045	607-428-1399	Y
IFH NY Operations (West), LLC	5165 Broadway	Depew	NY	14043	(716) 989-0509	Y
IFH NY (DeWitt), LLC	5859 Bridge St	Dewitt	NY	13057	315-399-5222	Y
FG Fitness Dunkirk LLC	10506 Bennett Rd Unit 3	Dunkirk	NY	14048-3511	716-463-5446	Y
IFH NY (Greenbush), LLC	609 Columbia Tpke	East Greenbush	NY	12061	518-477-5550	Y
IFH NY (Gates), LLC	78 Spencerport Rd	Gates	NY	14606	585-426-6989	Y
IFH NY Operations (East), LLC	333 Hamilton St	Geneva	NY	14456-2951	(315) 828-6460	Y
IFH NY (Delmar), LLC	329 Glenmont Rd	Glenmont	NY	12077	518-439-1200	Y
IFH NY (Glenville), LLC	300 Saratoga Rd	Glenville	NY	12302	518-384-7770	Y
IFH NY Operations (West), LLC	2833 W Ridge Rd	Greece	NY	14626-1632	585-450-0855	Y
JACE Group, LLC	3760 Dewey Ave	Greece	NY	14616	585-865-9691	N
IFH NY Operations (West), LLC	6000 S Park Ave	Hamburg	NY	14075	716-926-8611	Y
IFH NY (Henrietta), LLC	3333 W Henrietta Rd	Henrietta	NY	14623	585-272-0099	Y
BDP Horseheads, LLC	3300 Chamber Rd, Ste 5136	Horseheads	NY	14845	607-846-3130	N
140 Cross Bay Boulevard Fitness Group LLC	160-10 Cross Bay Blvd	Howard Beach	NY	11414	(718) 492-6935	Y
IFH NY (Irondequoit), LLC	1850 E Ridge Rd	Irondequoit	NY	14622	585-544-9213	Y
IFH NY (Ithaca), LLC	2309 North Triphammer Rd	Ithaca	NY	14850	607-319-0763	Y
168 Jamaica Avenue Fitness Group, LLC	16840 Jamaica Ave	Jamaica	NY	11432-5281	718-640-1049	Y
FG Fitness Lakewood LLC	318 E Fairmount Ave	Lakewood	NY	14750	(716) 763-0270	Y
IFH NY Operations (East), LLC	579 Troy Schenectady Rd	Latham	NY	12110	(518) 282-0446	Y
Sphere Fitness Group, Inc.	5897 S Transit Rd	Lockport	NY	14094-6305	716-201-1753	N
LIC Fitness Group, LLC	29-22 Northern Blvd	Long Island City	NY	11101	(347) 807-0830	Y
IFH NY (Loudonville), LLC	475 Albany Shaker Rd	Loudonville	NY	12211	518-435-9999	Y
Mahopac Fitness Group LLC	169 Route 6	Mahopac	NY	10541	(845) 478-4194	Y
4168 Broadway Fitness Group, LLC	4168 Broadway	New York	NY	10033-3705	646-216-3150	Y
370 Canal Street Fitness Group, LLC	370 Canal St	New York	NY	10013-2206	646-216-3031	Y
Dyckman Fitness Group, LLC	177 Dyckman St	New York	NY	10040	212-304-4500	Y
East River Plaza Fitness Group, LLC	520 E 117th St	New York	NY	10035	212-894-4710	Y
208 W. 125th Street Fitness Group, LLC	208 W 125th St	New York	NY	10027-4410	212-497-2644	Y
215 West 34th Street Fitness Group, LLC	215 W 35th St	New York	NY	10001	(646) 518-0330	Y
423 W. 55th Street Fitness Group, LLC	423 W 55th St	New York	NY	10019-4460	212-336-0750	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
22 East 14th Street Fitness Group, LLC	22 E 14th St	New York	NY	10003	646-755-6500	Y
25 Broadway Fitness Group, LLC	25 Broadway	New York	NY	10004-1010	(646) 216-3131	Y
3799 Broadway Fitness Group, LLC	3799 Broadway	New York	NY	10032-1524	212-336-0830	Y
IFH NY Operations (East), LLC	628 S Main St	Syracuse	NY	13212	315-299-2583	Y
IFH NY Operations (East), LLC	4505 Commercial Drive	New Hartford	NY	13413	315-735-8589	Y
New Rochelle Fitness Group, LLC	5 Lecount Pl	New Rochelle	NY	10801-6408	914-509-1271	Y
Niagara Fit, LLC	8297 Niagara Falls Blvd	Niagara Falls	NY	14304	716-371-2460	N
American Sports & Fitness, Inc.	2002 Glenwood Shopping Plaza	Oneida	NY	13421	315-361-9100	N
Sphere Fitness Group, Inc.	293 State Route 104	Oswego	NY	13126	315-216-6410	N
IFH NY Operations (West), LLC	1621 Penfield Rd	Penfield	NY	14625	(585) 419-2799	Y
IFH NY (Plattsburgh), LLC	73 Centre Dr	Plattsburgh	NY	12901-6553	518-561-0353	Y
Steinway Fitness Group, LLC	30-33 Steinway St	Astoria	NY	11103	718-777-0700	Y
97-01 Northern Blvd Fitness Group LLC	9701 Northern Blvd	Corona	NY	11368-1043	929-235-8664	Y
107-02 Queens Boulevard Fitness Group, LLC	10702 Queens Blvd	Forest Hills	NY	11375	(929) 489-0099	Y
61-09 Street Fitness Group LLC	6109 190th St	Fresh Meadows	NY	11365-2720	(347) 741-7660	Y
8601 Roosevelt Avenue Fitness Group, LLC	86-01 Roosevelt Ave	Queens	NY	11372	(718) 933-4670	Y
Jamaica Fitness Group, LLC	13240 Metropolitan Ave	Jamaica	NY	11418	718-291-0400	Y
61-10 Queens Blvd Fitness Group LLC	61-10 Queens Blvd	Queens	NY	11377-5776	(917) 410-4887	Y
Wyckoff Fitness Group, LLC	329 Wyckoff Ave	Ridgewood	NY	11385-2753	718-650-6560	Y
IFH NY (Queensbury), LLC	578 Aviation Road Aviation Mall	Queensbury	NY	12804	518-761-6869	Y
IFH NY Operations (West), LLC	3170 Chili Ave, Unit 4B	Rochester	NY	14624-4536	(585) 450-0535	Y
IFH NY (Rome), LLC	1895 Black River Blvd N	Rome	NY	13440	315-338-0000	Y
IFH NY (Rotterdam), LLC	1116 Altamont Ave	Rotterdam	NY	12303	518-355-0023	Y
IFH NY (Saratoga), LLC	3065 Route 50	Saratoga Springs	NY	12866	518-886-8828	Y
Scarsdale Fitness Group, LLC	1001 Central Park Ave	Scarsdale	NY	10583	914-713-1500	Y
IFH NY Operations (East), LLC	6003 S Salina St, Ste 8	Syracuse	NY	13205	(315) 992-7303	Y
Spring Valley Fitness Group, LLC	175 Route 59	Spring Valley	NY	10977	(845) 478-4195	Y
430 New Dorp Lane Fitness Group LLC	430 New Dorp Ln	Staten Island	NY	10306-4946	(347) 349-3686	Y
Staten Island Fitness Group, LLC	1775 South Ave	Staten Island	NY	10314	718-982-7103	Y
2040 Forest Avenue Fitness Group, LLC	2040 Forest Ave	Staten Island	NY	10303-1755	718-407-7330	Y
IFH NY Operations (West), LLC	1764 Sheridan Dr	Tonawanda	NY	14223	(716) 799-0809	Y
IFH NY (Troy), LLC	660 Hoosick Rd	Troy	NY	12180-8812	518-390-7268	Y
IFH NY Operations (East), LLC	701 Horatio St	Utica	NY	13502	315-798-1000	Y
IFH NY Operations (East), LLC	4700 Vestal Pkwy E	Vestal	NY	13850	607-644-9089	Y

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IFH NY (Victor), LLC	7493 State Route 96	Victor	NY	14564-9762	585-742-3111	Y
IFH NY Operations (East), LLC	21182 Salmon Run Mall Loop W	Watertown	NY	13601	315-661-6366	Y
JACE Group, LLC	1902 Empire Blvd	Webster	NY	14580-1959	(585) 787-2077	N
IFH NY (West Seneca), LLC	3525 Seneca St	West Seneca	NY	14224	716-677-9310	Y
250 Main Street Fitness Group, LLC	250 Main St	White Plains	NY	10601-2445	914-390-3488	Y
IFH NY Operations (West), LLC	4295 Transit Rd	Williamsville	NY	14221	(716) 906-8100	Y
Yonkers Avenue Fitness Group, LLC	320 Yonkers Ave	Yonkers	NY	10701	914-376-3831	Y
Keystone NFP Akron - Copley, LLC	120 Rothrock Rd	Akron	OH	44321	(330) 665-1545	Y
Keystone NFP Akron - Lakemore, LLC	1500 Canton Rd	Akron	OH	44312	(330) 409-1352	Y
Keystone NFP Akron - S Hawkins, LLC	1553 S Hawkins Ave	Akron	OH	44320	(330) 867-1040	Y
Keystone NFP Alliance, LLC	1200 E State St	Alliance	OH	44601	(330) 823-5010	Y
FG Fitness Ashtabula, LLC	3315 N Ridge Rd East	Ashtabula	OH	44004	(440) 650-1212	Y
FG Fitness Athens, LLC	973 East State St	Athens	OH	45701	(740) 924-3003	Y
FG Fitness Austintown, LLC	6000 Mahoning Ave, Unit 510	Austintown	OH	44515	(330) 953-3767	Y
FG Fitness Avon, LLC	35015 Chester Rd	Avon	OH	44011	(440) 468-6667	Y
Keystone NFP Barberton, LLC	161 Wooster Rd N	Barberton	OH	44203-2558	234-260-5879	Y
FG Fitness Boardman LLC	7401 Market St, Ste #900	Youngstown	OH	44512	330-758-1000	Y
FG Fitness Bowling Green LLC	1135 S Main St, Unit 140	Bowling Green	OH	43402	(419) 806-4289	Y
Keystone NFP Brook Park, LLC	5755 Smith Rd	Brook Park	OH	44142	216-400-7248	Y
Brunswick Fit, LLC	1733 Pearl Rd, Ste 106	Brunswick	OH	44212	330-460-6887	N
FG Fitness Calcutta LLC	15891 OH-170	East Liverpool	OH	43920	330-382-3335	Y
Canal Winchester Fitness, LLC	6591 Winchester Blvd	Canal Winchester	OH	43110	(614) 833-1200	N
Keystone NFP Canton - Whipple, LLC	4317 Whipple Ave NW	Canton	OH	44718	330-493-9855	Y
FG Fitness Chillicothe, LLC	1080 N Bridge St, Unit 2	Chillicothe	OH	45601	(740) 851-6467	Y
PMW Colerain LLC	9345 Colerain Ave	Cincinnati	OH	45251	513-245-1275	N
PMW Eastgate LLC	4400 Eastgate Square Dr	Cincinnati	OH	45245	513-843-4000	N
PMW Finneytown LLC	8501 Winton Rd	Cincinnati	OH	45231	513-407-3014	N
PMW Oakley Station LLC	4503 Marburg Ave	Cincinnati	OH	45209	(513) 351-0457	N
PMW TriCounty LLC	11755 Princeton Pike	Cincinnati	OH	45246-2521	513-620-7119	N
PMW Western Hills LLC	6186 Glenway Ave	Cincinnati	OH	45211-6319	513-429-4102	N
Circleville Fitness LLC	1460 Circleville Plaza Dr	Circleville	OH	43113-2269	740-889-0000	N
Keystone NFP Cleveland - Ohio City, LLC	3333 Lorain Ave	Cleveland	OH	44113	(216) 713-1623	Y
Cambridge Fitness of Uptown, LLC	11451 Euclid Ave	Cleveland	OH	44106-3946	216-999-7331	N
Bethel Fit, LLC	2060 Crown Plaza Dr	Columbus	OH	43235	614-538-1200	N
Duo Fit, LLC	3614 Indianola Ave	Columbus	OH	43214	614-262-6004	N
Sawmill Fit, LLC	2582 Sawmill Place Blvd	Columbus	OH	43235	(614) 591-9505	N
South High Street Fitness, LLC	3465 S High St	Columbus	OH	43207	(614) 695-3855	N
West Broad Fit, LLC	3614 Soldano Blvd	Columbus	OH	43228	614-279-8100	N

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Friars LLC	4888 Airway Rd	Dayton	OH	45431	937-938-9430	N
Acta Non Verba, LLC	705 Lyons Rd	Centerville	OH	45459-3980	937-640-3116	N
FG Fitness Defiance, LLC	1500 N Clinton St	Defiance	OH	43512	(419) 990-0500	Y
Ohio Fit Delaware, LLC	800 W Central Ave	Delaware	OH	43015	(740) 417-4947	N
FG Fitness Elyria LLC	1553 W River Rd N	Elyria	OH	44035	440-324-1324	Y
FG Fitness Englewood LLC	606 Taywood Rd	Englewood	OH	45322	(937) 540-9201	Y
FG Fitness Fairborn LLC	1149 E Dayton Yellow Springs Rd	Fairborn	OH	45324	937-709-0908	Y
PMW Fairfield LLC	8740 Michael Ln	Fairfield	OH	45014	513-829-0616	N
Keystone NFP Rocky River, LLC	3450 Westgate Mall Dr	Fairview Park	OH	44126	440-799-4141	Y
Ohio Fit, LLC	1950 Tiffin Ave	Findlay	OH	45840	419-422-3000	N
FG Fitness Fremont LLC	1200 Oak Harbor Rd	Fremont	OH	43420-1021	(419) 871-9800	Y
Gahanna Fit, LLC	340 S Hamilton Rd	Gahanna	OH	43230	(614) 471-1177	N
Cambridge Fitness of Garfield Heights, LLC	12604 Rockside Rd	Garfield Heights	OH	44125-4525	216-475-7500	N
Grove City Fitness, LLC	2378 Stringtown Rd	Grove City	OH	43123	614-820-1000	N
PMW Hamilton LLC	702 NW Washington Blvd	Hamilton	OH	45013	513-973-0024	N
PMW Harrison LLC	10515 Harrison Ave	Harrison	OH	45030	513-715-1484	N
Hilliard Fit, LLC	5415 Roberts Rd	Hilliard	OH	43026-8252	614-771-8900	N
EFG Holland, LLC	1320 S Holland Sylvania Rd	Holland	OH	43528	(419) 867-1800	Y
FG Fitness Huber Heights, LLC	7651 Old Troy Pike	Huber Heights	OH	45424	(937) 952-5367	Y
Keystone NFP Kent, LLC	1416 S Water St	Kent	OH	44240	330-474-7220	Y
FG FItness Kettering LLC	2800 Wilmington Pike	Kettering	OH	45419	937-540-4006	Y
Keystone NFP Lakewood, LLC	16207 Detroit Ave	Lakewood	OH	44107-3784	216-255-5556	Y
Ohio Fit Lancaster, LLC	1203 N Memorial Dr	Lancaster	OH	43130	(740) 785-4443	N
Ohio Fit Lima, LLC	927 N Cable Rd	Lima	OH	45805	567-289-5214	N
FG Fitness Lorain LLC	2000 Cooper Foster Park Rd	Lorain	OH	44053	(440) 654-2650	Y
Keystone NFP Macedonia, LLC	949 E Aurora Rd	Macedonia	OH	44056	(234) 808-4415	Y
FG Fitness Mansfield LLC	2166 W 4th St	Ontario	OH	44906	419-709-8194	N
United FP LOM, LLC	450 Pike Street, Suite I-1	Marietta	OH	45750	(740) 538-5445	Y
Ohio Fit Marion, LLC	1292 Mt Vernon Ave	Marion	OH	43302	(740) 361-8298	N
PMW Mason LLC	9966 Kings Auto Mall Rd	Cincinnati	OH	45249	513-340-4018	N
Keystone NFP Massillon, LLC	1525 Amherst Rd NE	Massillon	OH	44646-4331	330-537-8127	Y
EFG Maumee, LLC	2527 Parkway Plaza	Maumee	OH	43537	(567)402-4313	Y
Medina Fit, LLC	4995 Grande Blvd	Medina	OH	44256	(330) 952-2150	N
Cambridge Fitness of Mentor, LLC	7850 Mentor Ave	Mentor	OH	44060	(440) 255-8100	N
Keystone NFP Middleburg Heights, LLC	18348 Bagley Rd	Middleburg Heights	OH	44130-3411	216-255-6691	Y
PMW Middletown LLC	3461 Towne Blvd	Middletown	OH	45005	(513) 649-8229	N
PMW Milford LLC	1075 State Route 28	Milford	OH	45150-2001	513-340-4131	N
FG Fitness Mount Vernon, LLC	1558 Coshocton Rd, Unit 1	Mt Vernon	OH	43050	740-675-0540	Y
Ohio Fit Newark, LLC	155 Deo Dr	Newark	OH	43055	740-915-4720	N
FG Fitness New Boston LLC	4000 Rhodes Ave	New Boston	OH	45662	(740) 876-4560	Y

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FG Fitness New Philly, LLC	270 Bluebell Dr NW	New Philadelphia	OH	44663	234-801-4527	Y
FG Fitness Niles LLC	905 Great East Plaza	Niles	OH	44446	330-349-4038	Y
Keystone NFP North Olmsted, LLC	27250 Lorain Rd	North Olmsted	OH	44070	440-385-7221	Y
Cambridge Fitness NR LLC	4601 Northfield Rd	North Randall	OH	44128	(216) 518-9100	N
FG Fitness Norwalk LLC	101 Plank Rd Ste D	Norwalk	OH	44857-2603	419-664-0604	Y
FG Fitness Oregon LLC	3012 Navarre Ave	Oregon	OH	43616-3308	419-463-2332	Y
Cambridge Fitness of Painesville, LLC	1521 Mentor Ave	Painesville Township	OH	44077	(440) 350-1200	N
Keystone NFP Parma - Day Dr, LLC	8443 Day Dr	Parma	OH	44129-5612	440-882-3000	Y
Cambridge Fitness of PV, LLC	1155 Pleasant Valley	Parma	OH	44134	4406135151	N
Keystone NFP Parma - Snow, LLC	1846 Snow Rd	Parma	OH	44134	440-799-4800	Y
EFG Perrysburg, LLC	144 E South Boundary St	Perrysburg	OH	43551	419-872-9200	Y
Pickerington Fit, LLC	1175 Hill Rd N	Pickerington	OH	43147	614-863-9100	N
FG Fitness Piqua, LLC	1245 E Ash St, Ste 100	Piqua	OH	45356	(937) 615-6115	Y
Reynoldsburg Fitness, LLC	7088 E Main St	Reynoldsburg	OH	43068	(614) 810-1600	N
Cambridge Fitness of Cleveland I, LLC	5174 Wilson Mills Rd	Richmond Hts	OH	44143-3006	440-461-6200	N
FG Fitness Salem LLC	2340 E State St	Salem	OH	44460-2525	330.457.6008	Y
FG Fitness Sandusky, LLC	4314 Milan Rd, Unit 720	Sandusky	OH	44870	419-609-9309	Y
Cambridge Fitness of Solon, LLC	33605 Aurora Rd	Solon	OH	44139	440-349-1600	N
Cambridge Fitness SE LLC	13891 Cedar Rd	South Euclid	OH	44118	(216) 397-7700	N
United FP LOM, LLC	367 County Rd, 406	South Point	OH	45680	740.208.2800	Y
FG Fitness Springboro LLC	825 W Central Ave	Springboro	OH	45066-1115	(937) 709-0807	Y
FG Fitness Springfield LLC	1503 N Bechtle Ave	Springfield	OH	45504-1577	937-324-2314	Y
FG Fitness St. Clair, LLC	67780 Banfield Rd, Unit 015	St Clairsville	OH	43950	740-695-9529	Y
FG Fitness Steubenville, LLC	4229 Mall Dr	Steubenville	OH	43952-3011	740-314-8047	Y
Keystone NFP Stow, LLC	835 Graham Rd	Stow	OH	44221	330-940-2077	Y
Streetsboro Fit LLC	1543 Streetsboro Plaza	Streetsboro	OH	44241	(330) 552-3185	N
Keystone NFP Strongsville, LLC	16611 Southpark Ctr	Strongsville	OH	44136-9301	(440) 268-6885	Y
FG Fitness Dayton Sugarcreek, LLC	6148 Wilmington Pike	Sugarcreek Township	OH	45459	(937) 310-1608	Y
EFG Sylvania, LLC	6758 W Sylvania Ave	Sylvania	OH	43560	419-517-9800	Y
Keystone NFP Tallmadge, LLC	505 South Ave	Tallmadge	OH	44278-2825	330-630-2666	Y
Ohio Fit Tiffin, LLC	870 W Market Street	Tiffin	OH	44883	567-220-6017	N
EFG Toledo, LLC	Southland Shopping Plaza, 3426 Glendale Ave	Toledo	OH	43614	419-380-9000	Y
EFG Toledo Lagrange, LLC	559 E Manhattan Blvd	Toledo	OH	43608	419-386-5688	Y
EFG Toledo II, LLC	2630 W Laskey Rd	Toledo	OH	43613-3206	419-472-0200	Y
FG Fitness Troy LLC	1528 W Main St	Troy	OH	45373-2512	9379800818	Y
Wadsworth Fit, LLC	1048 Williams Reserve Blvd	Wadsworth	OH	44281	(330) 334-0550	N
FG Fitness Warren LLC	2073 Elm Rd NE	Warren	OH	44483-4003	330-918-1338	Y
PMW Liberty LLC	7481 Foster Ln	West Chester Township	OH	45069	(513) 755-0048	N
Westerville Fit, LLC	865 Polaris Pkwy	Westerville	OH	43082	(614) 423-6199	N
Westerville Plaza Fit, LLC	Westerville Plaza	Westerville	OH	43081	614-310-4544	N

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Hamilton Road Fitness, LLC	920 S Hamilton Rd	Columbus	OH	43213	(614) 601-5556	N
Cambridge Fitness of Willowick, LLC	30008 Lake Shore Blvd Unit 5	Willowick	OH	44095-4615	440-944-9000	N
United FP LOM, LLC	1215 Rombach Ave	Wilmington	OH	45177	(937) 566-0206	Y
Wooster Fit LLC	2075 Portage Rd	Wooster	OH	44691	(330) 601-1000	N
Worthington Fit, LLC	104 Dillmont Dr	Columbus	OH	43235	614-844-6100	N
Ohio Fit Zanesville, LLC	3575 Maple Ave	Zanesville	OH	43701	(740) 487-1723	N
ARD Fitness Partners, LLC	1211 N Commerce St	Ardmore	OK	73401	580-352-5134	Y
Excel Fitness BEB IX, LLC	514 SE Washington Blvd	Bartlesville	OK	74006	539-202-1361	Y
Excel Fitness TJ V, LLC	1808 N Elm St	Broken Arrow	OK	74012	918-739-6224	Y
Excel Fitness BEB V, LLC	215 N Lynn Riggs Blvd	Claremore	OK	74017	918-923-0162	Y
DUN Fitness Partners, LLC	2380 N Hwy 81	Duncan	OK	73533	580-352-5121	Y
United FP JLM, LLC	2209 W Edmond Rd	Edmond	OK	73003	(405) 697-1700	Y
United FP JLM, LLC	800 W Broadway Ave	Enid	OK	73703	(580) 297-8221	Y
Lawton Fitness Holdings, LLC	3801 NW Cache Rd	Lawton	OK	73505	580-344-0782	Y
United FP JLM, LLC	5701 E Reno Ave, Ste B	Midwest City	OK	73110	(405) 458-9900	Y
Excel Fitness BEB 12, LLC	2416 E Shawnee Rd	Muskogee	OK	74403	918-238-2950	Y
United FP JLM, LLC	1000 Alameda St	Norman	OK	73071-5265	405.633.1900	Y
United FP JLM, LLC	9118 S Western Ave, Ste A	Oklahoma City	OK	73139	405-237-3709	Y
United FP JLM, LLC	4202 NW Expressway	Oklahoma City	OK	73116	405-242-4141	Y
United FP JLM, LLC	10908 N May Ave, Ste A	Oklahoma City	OK	73120	(405) 697-1750	Y
United FP JLM, LLC	2936 SW 59th St	Oklahoma City	OK	73119	405-605-8150	Y
Excel Fitness OK PT, LLC	9291 N Garnett Rd E	Owasso	OK	74055	(918) 921-8334	Y
United FP JLM, LLC	2620 N 14th St	Ponca City	OK	74601	(580) 304-7200	Y
Excel Fitness BEB 13, LLC	61 W Morrow Rd	Sand Springs	OK	74063	918-977-3773	Y
United FP JLM, LLC	600 W Independence St	Shawnee	OK	74804	(405) 695-6888	Y
Excel Fitness TJ II, LLC	8405 E 91st Pl	Tulsa	OK	74133	539-664-7592	Y
United FP JLM, LLC	805 E Virginia Ave	Stillwater	OK	74075	(405) 338-1818	Y
Excel Fitness TJ III, LLC	6925 E Admiral Pl	Tulsa	OK	74115-8708	539-664-7602	Y
Excel Fitness TJ, LLC	5313 E 41st St	Tulsa	OK	74135	918-238-1890	Y
Excel Fitness TJ IV, LLC	1331 E 71st St S	Tulsa	OK	74136	539-525-9151	Y
United FP JLM, LLC	1101 Garth Brooks Blvd	Yukon	OK	73099	405-350-3100	Y
Easy Mile US, LLC	1880 14th Ave SE	Albany	OR	97322-8501	(541) 872-8000	Y
Easy Mile US, LLC	20225 SW Tualatin Valley Hwy	Aloha	OR	97003-1755	(503)608-7286	Y
Easy Mile US, LLC	14755 Sw Teal Blvd	Beaverton	OR	97007-8109	503-430-8586	Y
Easy Mile US, LLC	725 NE Greenwood Ave	Bend	OR	97701	(541) 306-6084	Y
GMS Coos Bay, LLC	1236 Teakwood Ave	Coos Bay	OR	97420	(541) 512-5858	N
Easy Mile US, LLC	1900 NW 9th St	Corvallis	OR	97330	(541) 752-8000	Y
Easy Mile US, LLC	2370 West 11th Avenue	Eugene	OR	97402	(541) 465-9000	Y
FJM Grants Pass Associates LLC	1555 Williams Hwy	Grants Pass	OR	97527	(541) 434-9588	N
Easy Mile US, LLC	2456 E Powell Blvd	Gresham	OR	97080-1311	(503) 342-7000	Y
Easy Mile US, LLC	1875 N 1st St	Hermiston	OR	97838-1110	541.656.4500	Y
Easy Mile US, LLC	1001 SE Tualatin Valley Hwy, Ste B15	Hillsboro	OR	97123-5098	503-596-2119	Y
Easy Mile US, LLC	2740 S 6th St	Klamath Falls	OR	97603	541-591-2496	Y
Easy Mile US, LLC	1199 NE Highway 99W	McMinnville	OR	97128	(503) 472-7600	Y
Easy Mile US, LLC	10898 Se Oak St	Milwaukie	OR	97222-6694	(503) 744-0494	Y
FJMPF Medford North LLC	3655 Crater Lake Hwy	Medford	OR	97504	(541) 414-6683	N
Easy Mile US, LLC	19003 S Beavercreek Rd	Oregon City	OR	97045	503.344.4366	Y
Easy Mile US, LLC	1814 Ne 41st Ave	Portland	OR	97212-5332	971-300-4740	Y
Easy Mile US, LLC	1640 NE 122nd Ave	Portland	OR	97230	?(503) 254-4000?	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
Easy Mile US, LLC	8235 SW Apple Way	Portland	OR	97225	?(503) 477-4107?	Y
Easy Mile US, LLC	2330 SE 182nd Ave	Portland	OR	97233	503-912-3572	Y
Easy Mile US, LLC	10319 SE 82nd Ave	Portland	OR	97266	503-974-9737	Y
Easy Mile US, LLC	9280 SE Foster Rd	Portland	OR	97266	(503) 771-3000	Y
FJMPF Roseburg, LLC	2100 NW Stewart Pkwy, Ste 120	Roseburg	OR	97471	(541) 537-4392	N
Easy Mile US, LLC	2787 Lancaster Dr NE	Salem	OR	97305	503-990-8114	Y
Easy Mile US, LLC	16852 SW Edy Rd	Sherwood	OR	97140	(503) 610-1731	Y
FJMPF Medford LLC	1341 Center Dr, Ste A	Medford	OR	97501	(541) 897-6323	N
Easy Mile US, LLC	5240 Commercial St SE	Salem	OR	97306	971.332.5447	Y
Easy Mile US, LLC	4223 Main St	Springfield	OR	97478	541-744-9000	Y
Easy Mile US, LLC	16200 Pacific Highway, Ste N	Tigard	OR	97224	971-724-0867	Y
Easy Mile US, LLC	7255 SW Dartmouth St	Tigard	OR	97223-8623	(503) 746-6489	Y
PMW Allentown West LLC	4701 W Tilghman St	Allentown	PA	18104-3211	610-366-1020	N
Keystone NFP Altoona, LLC	3240 Pleasant Valley Blvd	Altoona	PA	16602	814-283-8899	Y
Keystone NFP Ardmore, LLC	50 Greenfield Ave, 2nd floor	Ardmore	PA	19003	484-416-3017	Y
Keystone NFP Aston, LLC	4952 Pennell Rd	Aston	PA	19014	610-485-0800	Y
Keystone NFP Street Road, LLC	1851 Street Rd	Bensalem	PA	19020-4351	215-645-1181	Y
Keystone NFP Berwyn, LLC	270 Swedesford Rd	Berwyn	PA	19312	(484) 368-0624	N
Bethel Park Fitness, LLC	5821 Library Rd	Bethel Park	PA	15102	(412) 595-1010	Y
DJD Fitness Bethlehem Inc.	1740 Stefko Blvd	Bethlehem	PA	18017	(610) 849-2130	N
FG Fitness Bloomsburg LLC	225 Columbia Mall Dr	Bloomsburg	PA	17815	(570) 317-2729	Y
Bridgeville Fitness, LLC	1025 Washington Pike	Bridgeville	PA	15017	(412) 861-8120	Y
Keystone NFP Bristol, LLC	232 Commerce Circle	Bristol	PA	19007	(215) 240-6521	Y
Keystone NFP Broomall, LLC	2920 Springfield Rd	Broomall	PA	19008	484-420-4676	Y
FG Fitness Butler, LLC	152 Alameda Plaza	Butler	PA	16001	724-256-9500	Y
Keystone NFP Carlisle, LLC	1186 Walnut Bottom Rd	Carlisle	PA	17015-9578	717-701-8581	Y
Castle Shannon Fitness, LLC	300 Mount Lebanon Blvd	Castle Shannon	PA	15234	(412) 318-8980	Y
Keystone NFP Chambersburg, LLC	1695 Lincoln Way E	Chambersburg	PA	17202	717-261-9980	Y
Keystone NFP Cheltenham, LLC	1000 Easton Rd	Wyncote	PA	19095	267-403-5199	Y
Keystone NFP Clifton, LLC	5210 W Baltimore Ave	Clifton Heights	PA	19018	610-626-1770	Y
Keystone NFP Collegeville, LLC	222 E Main St, Ste A01	Collegeville	PA	19426-2650	(610) 621-4361	Y
Crafton Fitness, LLC	1 Foster Ave	Crafton	PA	15205	412-520-8810	Y
FG Fitness Cranberry, LLC	47 Dutilh Rd	Cranberry Township	PA	16066	(724) 553-5222	Y
Keystone NFP Doylestown, LLC	442 N Main Street	Doylestown	PA	18901	267-895-3711	Y
Keystone NFP Drexel Hill, LLC	830 N Lansdowne Ave	Drexel Hill	PA	19026	484-461-1229	Y
FG Fitness Dubois, LLC	5820 Shaffer Rd, Ste 203	DuBois	PA	15801	814-299-8282	Y
DJD Fitness Easton Inc.	3143 William Penn Hwy	Easton	PA	18045	(610) 438-5590	N
Keystone NFP Elizabethtown, LLC	1605 S Market St	Elizabethtown	PA	17022-2852	(717) 955-8094	Y
Keystone NFP Enola, LLC	314 E Penn Dr	Enola	PA	17025	(717) 510-6456	Y
Keystone NFP Etters, LLC	42 Robinhood Dr	Etters	PA	17319	717-616-3323	Y
Keystone NFP Exton, LLC	197 W Lincoln Hwy	Exton	PA	19341	484-568-5100	N
Keystone NFP Flourtown, LLC	825 Bethlehem Pike	Flourtown	PA	19031	215-948-3946	Y
Keystone NFP Hampden, LLC	4850 Carlisle Pike	Mechanicsburg	PA	17050	717-761-1202	Y

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Hampton Township Fitness, LLC	4848 William Flynn Hwy	Hampton Township	PA	15101	(412) 755-8020	Y
Keystone NFP Harrisburg - East, LLC	480 Port View Dr	Harrisburg	PA	17111	717-558-9821	Y
Keystone NFP Harrisburg - North, LLC	6021 Allentown Blvd	Harrisburg	PA	17112	717-526-6932	Y
FG Fitness Hazleton LLC	106 Laurel Mall Dr	Hazleton	PA	18202	570-751-5447	Y
FG Fitness Hermitage LLC	2982 E State St	Hermitage	PA	16148	724-308-6563	Y
Keystone NFP Hershey, LLC	1170 Mae St	Hummelstown	PA	17036	717-995-3600	Y
Indiana West Fitness, LLC	2440 Philadelphia St	Indiana	PA	15701-1535	724-723-1340	N
Keystone NFP Jamison, LLC	2395 York Rd	Jamison	PA	18929-1071	215-488-7171	Y
Keystone NFP Jenkintown, LLC	1619 The Fairway	Jenkintown	PA	19046	215-277-1265	Y
United FP LOM, LLC	600 Galleria Dr, Ste 100	Johnstown	PA	15904	(814) 254-4414	Y
Keystone NFP Kennett Square, LLC	New Garden Center	Kennett Square	PA	19348	484-202-7823	N
Keystone NFP Kutztown, LLC	15260 Kutztown Rd	Kutztown	PA	19530	(814) 374-2556	Y
Keystone NFP Columbia, LLC	1786 Columbia Ave	Columbia	PA	17512	717-342-2049	Y
Keystone NFP Ephrata, LLC	379 N Reading Rd	Ephrata	PA	17522	717-733-5555	Y
Keystone NFP Granite Run, LLC	366 Carerra Dr	Lancaster	PA	17601	717-560-6560	Y
Keystone NFP Lititz Pike, LLC	1515 Lititz Pike	Lancaster	PA	17601-6505	717-346-0133	Y
Keystone NFP Millersville, LLC	1319 Millersville Pike	Lancaster	PA	17603-6613	717-397-8623	Y
Keystone NFP Willow St, LLC	2600 Willow St Pike	Willow Street	PA	17584	(717) 340-2626	Y
GFP Langhorne, LLC	1405 Lincoln Hwy	Levittown	PA	19056	215-949-2900	N
Keystone NFP Lansdale, LLC	1758 Allentown Rd	Lansdale	PA	19446	267-641-1100	Y
United FP LOM, LLC	1020 Latrobe 30 Plz, Ste 416	Latrobe	PA	15650	(724) 879-8610	Y
Keystone NFP Lebanon, LLC	2231 Lebanon Valley Mall	Lebanon	PA	17042-2568	717-273-3055	Y
Keystone NFP Lewisburg, LLC	7415 Westbranch Hwy	Lewisburg	PA	17837	570-939-3200	Y
Keystone NFP Limerick, LLC	33 W Ridge Pike, Ste 401	Royersford	PA	19468	(484) 791-2220	Y
McCandless Fitness LLC	9805 Mcknight Rd	Pittsburgh	PA	15237-6008	412-981-5105	Y
McKeesport Fitness, LLC	4313 Walnut St	Mckeesport	PA	15132	(412)465-3940	Y
Keystone NFP Mechanicsburg, LLC	101 Gettysburg Pike	Mechanicsburg	PA	17055	717-591-2332	Y
Keystone NFP Silver Spring, LLC	6520 Carlisle Pike	Mechanicsburg	PA	17050-5251	717-265-9200	Y
FG Fitness Beaver Valley, LLC	3938 Brodhead Rd	Monaca	PA	15061	724-728-1100	Y
Monroeville Fitness, LLC	3813 William Penn Hwy	Monroeville	PA	15146	(412)717-1890	Y
Keystone NFP Montgomeryville, LLC	751 Horsham Rd	Lansdale	PA	19446	267-421-5443	Y
Moon Township Fitness, LLC	2830 Gracy Center Way, Suite 500	Moon Township	PA	15108	(412) 679-1295	Y
Keystone NFP Morrisville, LLC	229 Plaza Blvd	Morrisville	PA	19067	267-797-5055	Y
United FP LOM, LLC	296 Crossroads Plaza	Mt. Pleasant	PA	15666	(724) 542-5580	Y
DJD Fitness Pocono Inc.	3236 Route 940	Mt. Pocono	PA	18344	(570) 216-5433	N
Natrona Heights Fitness, LLC	1812 Union Ave	Natrona Heights	PA	15065	(724) 895-3900	Y
DJD Fitness Nazareth Inc.	859 Nazareth Pike	Nazareth	PA	18064-9005	(610) 365-8331	N

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FG Fitness New Castle LLC	2551 W State St	New Castle	PA	16101	724-890-4001	Y
United FP LOM, LLC	12120 State Route 30	North Huntingdon	PA	15642	724-515-2090	Y
North Versailles Fitness, LLC	355 Lincoln Hwy	North Versailles	PA	15137	(412) 229-8427	Y
Keystone NFP Oxford, LLC	455 N 3rd St	Oxford	PA	19363-1430	484-823-9770	N
Keystone NFP Parkesburg, LLC	108 W First Ave	Parkesburg	PA	19365	(484) 206-7766	N
Penn Hills Fitness, LLC	11660 Keleket Dr	Pittsburgh	PA	15235	412-241-0200	Y
Keystone NFP Pennsburg, LLC	476 Pottstown Ave	Pennsburg	PA	18073-1423	(610) 680-4818	Y
Keystone NFP Philadelphia - Broad St, LLC	510 N Broad St	Philadelphia	PA	19130-4335	215-372-1391	Y
Keystone NFP Philadelphia - Chestnut St, LLC	1128 Chestnut St	Philadelphia	PA	19107	267-403-5900	Y
Keystone NFP Philadelphia - Columbus Blvd, LLC	1851 S Christopher Columbus Blvd	Philadelphia	PA	19148	(484) 841-9100	Y
Keystone NFP Philadelphia - Cottman, LLC	2201-35 Cottman Ave	Philadelphia	PA	19152	267-857-0625	Y
Keystone NFP Philadelphia - Fishtown, LLC	2641 E York St	Philadelphia	PA	19125	267-639-4851	Y
Keystone NFP Philadelphia - Fox St, LLC	2800 Fox St	Philadelphia	PA	19129-1838	215-227-1960	Y
Keystone NFP Philadelphia - Germantown, LLC	5753 Wayne Ave, Ste 1	Philadelphia	PA	19144	267-335-5331	Y
Keystone NFP Philadelphia - Island Ave, LLC	3000 Island Ave	Philadelphia	PA	19153	(267) 292-4655	Y
Keystone NFP Philadelphia - Juniata, LLC	900 Orthodox St	Philadelphia	PA	19124-3128	(215) 701-4461	Y
Keystone NFP Philadelphia - Market St, LLC	1835 Market St	Philadelphia	PA	19102	215-383-3108	Y
Keystone NFP Philadelphia - Mayfair, LLC	6410 Frankford Avenue	Philadelphia	PA	19135	267-388-5647	Y
Keystone NFP Philadelphia - Pennypack, LLC	8720 Frankford Ave	Philadelphia	PA	19136	(484) 841-7999	Y
Keystone NFP Philadelphia - Port Richmond, LLC	3317 Aramingo Ave	Philadelphia	PA	19134	445.895.4555	Y
Keystone NFP Philadelphia - Red Lion, LLC	11000 Roosevelt Blvd	Philadelphia	PA	19116	215-969-1190	Y
Keystone NFP Philadelphia - Rising Sun, LLC	501 Adams Ave, Unit 1A	Philadelphia	PA	19120	215-342-4411	Y
Keystone NFP Philadelphia - Roxborough, LLC	6219 Ridge Ave	Philadelphia	PA	19128-2630	267-428-5700	Y
Keystone NFP Philadelphia - South Philly, LLC	2350 W Oregon Ave	Philadelphia	PA	19145	215-551-9000	Y
Keystone NFP Philadelphia - Washington, LLC	1936 Washington Ave	Philadelphia	PA	19146-2831	(215) 525-8290	Y
Keystone NFP Philadelphia - West Philly, LLC	1575 N 52nd St, Ste 103 & 104	Philadelphia	PA	19131	215-878-4410	Y
Keystone NFP Phoenixville, LLC	542b Kimberton Rd	Phoenixville	PA	19460-4737	484-924-9244	N
Carrick PA Fitness LLC	2150 Brownsville Rd, Ste 120	Pittsburgh	PA	15210-4273	412-484-2095	Y
Keystone NFP Plymouth Meeting, LLC	200 W Ridge Pike Ste 123	Conshohocken	PA	19428-3702	610-883-5110	Y
FG Fitness Pottsville LLC	1544 Route 61 Hwy S	Pottsville	PA	17901	(570) 968-4123	Y
Keystone NFP Quakertown, LLC	626 N West End Blvd	Quakertown	PA	18951	267-733-6007	Y
Keystone NFP Reading, LLC	3050 N 5th Street Hwy	Reading	PA	19605-2473	610-929-8000	Y

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Keystone NFP Perkiomen, LLC	5430 Perkiomen Ave	Reading	PA	19606	(610) 575-0880	Y
Keystone NFP Ridley Park, LLC	216 MacDade Blvd	Ridley Township	PA	19033	610-915-3949	Y
United FP LOM, LLC	760 Rostraver Road	Rostraver Township	PA	15012	(724) 268-0900	Y
Shaler Township Fitness, LLC	800 Butler St	Pittsburgh	PA	15223	412-746-9590	Y
Keystone NFP Shamokin Dam, LLC	30 Baldwin Blvd	Shamokin Dam	PA	17876	570-884-3430	Y
Keystone NFP Shillington, LLC	510 E Lancaster Ave	Shillington	PA	19607	(610) 743-4611	Y
Keystone NFP Shippensburg, LLC	28 Shippensburg Shopping Ctr	Shippensburg	PA	17257	717-530-1435	Y
Keystone NFP Souderton, LLC	731 Route 113	Souderton	PA	18964	215-799-1999	Y
Keystone NFP Springfield, LLC	400 S State Rd Ste 200	Springfield	PA	19064	610-643-4777	Y
Keystone NFP State College - Fraser, LLC	118 S Fraser St	State College	PA	16801-3852	814-680-6888	Y
Keystone NFP State College - College Ave, LLC	2901 E College Ave	State College	PA	16801	814-954-4191	Y
Keystone NFP Trevose, LLC	1856 Brownsville Rd	Trevose	PA	19053	215-322-4490	Y
United FP LOM, LLC	609 Pittsburgh Rd Ste 1	Uniontown	PA	15401-2276	724-439-3200	Y
Keystone NFP Valley Forge, LLC	560 S Trooper Rd	Norristown	PA	19403-3415	610-630-0495	Y
United FP LOM, LLC	900 Wildflower Circle	Washington	PA	15301	(724) 338-2430	Y
Keystone NFP West Chester, LLC	1161 Wilmington Pike	West Chester	PA	19382	(484) 301-3636	N
Keystone NFP Williamsport, LLC	1899 E 3rd St	Williamsport	PA	17701	570-567-7579	Y
Keystone NFP Willow Grove, LLC	2534 Moreland Ave	Willow Grove	PA	19090	215-710-8771	Y
Keystone NFP Woodlyn, LLC	1936 Macdade Blvd	Woodlyn	PA	19094-2005	484-214-6622	Y
Easy Mile Puerto Rico, LLC	Centro Comerical Los Filtros 195 Calle A Minillas Industrial Park	Bayamón	PR	00959	(787) 777-1800	Y
Easy Mile Puerto Rico, LLC	State Road #2 KM	Bayamón	PR	00959	787-315-8888	Y
Easy Mile Puerto Rico, LLC	Rexville Towne Center, PR-137 & PR-199	Bayamón	PR	00957	(787) 797-5100	Y
Easy Mile Puerto Rico, LLC	40 Calle Gautier Benitez Ave	Caguas	PR	00725	787-961-0661	Y
Easy Mile Puerto Rico, LLC	200 Av Rafael Cordero	Caguas	PR	00725	939-320-4188	Y
Easy Mile Puerto Rico, LLC	5725 Boulevard Media Luna	Carolina	PR	00987	787-710-7373	Y
Easy Mile Puerto Rico, LLC	Los Colobos Shopping Center	Carolina	PR	00725	(787) 769-1868	Y
Easy Mile Puerto Rico, LLC	8000 Av Jesús T Pinero	Cayey	PR	00736	787-694-7005	Y
Easy Mile Puerto Rico, LLC	Plaza Guaynabo PR 20	Guaynabo	PR	00970	(939) 284-7646	Y
Easy Mile Puerto Rico, LLC	Hatillo Town Center, Int. State Roads PR-2 Km. 89.9, PR-130 & No. 1 Street, Pueblo Ward	Hatillo	PR	00659	(939) 777-8705	Y
Easy Mile Puerto Rico, LLC	Carr. PR 198, Km. 20.1, Barrio Quebrada	Las Piedras	PR	00771	(787) 716-5861	Y
Easy Mile Puerto Rico, LLC	Carr #2 McGregor St.	Manati	PR	00674	787-921-7001	Y
Easy Mile Puerto Rico, LLC	142 PR-2, Western Plaza	Mayagüez	PR	00682	787-464-6664	Y
Easy Mile Puerto Rico, LLC	975 Ave Hostos, Ste 420	Mayaguez	PR	00680	787-986-4001	Y
Easy Mile Puerto Rico, LLC	Baramaya Ave	Ponce	PR	00777	787-284-4251	Y
Easy Mile Puerto Rico, LLC	1511 Ponce De Leon, Ste 1	San Juan	PR	00909	787-919-0220	Y
Easy Mile Puerto Rico, LLC	El Monte Mall, 652 Av Luis Muñoz Rivera, Ste 100	San Juan	PR	00918	(787) 756-6243	Y
Easy Mile Puerto Rico, LLC	22 Avenida Winston Churchill	San Juan	PR	00926	787-592-2626	Y

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Easy Mile Puerto Rico, LLC	Trujillo Alto Plaza, PR-181 & PR-846	Trujillo Alto	PR	00908	787-688-8819	Y
Easy Mile Puerto Rico, LLC	Plaza Vega Baja, 15 Carr 155	Vega Baja	PR	00693-4731	(787) 345-8889	Y
SEALIT AMS Coventry, LLC	780 Washington St	Coventry	RI	02816	401-828-4200	N
RISMA-CRN Fitness, LLC	1810 Plainfield Pike	Cranston	RI	02921	(401) 275-1900	N
SEALIT AMS, LLC	1800 Mendon Rd	Cumberland	RI	02864	401-334-5400	N
RISMA-SKK Fitness, LLC	585 Taunton Ave	East Providence	RI	02914	401-434-1044	N
Bluewater Fitness, LLC	1493 Hartford Ave	Johnston	RI	02919	401-351-5050	N
Core Fitness of Lincoln, LLC	622 George Washington Hwy	Lincoln	RI	02865	(401) 334-4500	N
RISMA-MDL Fitness, LLC	278 W Main Rd	Middletown	RI	02842	(401) 236-2117	N
Seacoast Fitness, LLC	56 Frenchtown Rd	North Kingstown	RI	02852	(401) 884-2835	N
RISMA-MSP Fitness, LLC	1920 Mineral Spring Ave	North Providence	RI	02904	(401) 400-5220	N
RISMA-NSD Fitness, LLC	16 Dowling Village Blvd	North Smithfield	RI	02896	(401) 526-0220	N
RISMA-NMS Fitness, LLC	50 Ann Mary St	Pawtucket	RI	02860	(401) 475-5244	N
RISMA-PWT Fitness, LLC	50 Narragansett Park Dr	Rumford	RI	02916-1020	401-441-5151	N
Ocean Fitness, LLC	387 W Fountain St	Providence	RI	02903	401-865-6300	N
Riptide Fitness, LLC	445 Putnam Pike	Smithfield	RI	02917	401-231-2777	N
Core Fitness of Wakefield, LLC	160 Old Tower Hill Rd	Wakefield	RI	02879	401-600-2496	N
Core Fitness of Warren, LLC	601 Metacom Ave	Warren	RI	02885	(401) 289-2280	N
SEALIT AMS, LLC	1222 Warwick Ave	Warwick	RI	02888	401-432-7408	N
Atlantic Fitness LLC	650 Bald Hill Rd	Warwick	RI	02886	401-828-9820	N
SEALIT AMS Woonsocket, LLC	1500 Diamond Hill Rd	Woonsocket	RI	02895	(401) 769-4600	N
Aiken Fit, LLC	2531 Whiskey Rd	Aiken	SC	29803	803-226-0813	N
BDP Anderson, LLC	3223 Martin Luther King Jr Blvd	Anderson	SC	29625	864-305-4309	N
Furlong Fitness, LLC	1023 Wylie St, Ste F	Camden	SC	29020	803-272-0102	Y
BDP Clemson SC, LLC	107 Canoy Ln	Clemson	SC	29631-3153	864-438-2879	N
Soda City Fitclub, LLC	833 State St	Cayce	SC	29033	803-939-0723	Y
Noco Fitness, LLC	2110 Clemson Rd	Columbia	SC	29229	(803) 667-9805	Y
East Lake Fitness L.L.C.	9714 Two Notch Rd	Columbia	SC	29223	803-764-2703	Y
Easy Mile US, LLC	265 Rolling Hills Circle	Easley	SC	29640	(864) 671-0880	N
Keystone NFP Fort Mill, LLC	825 Crossroads Plaza	Fort Mill	SC	29708	803-548-4545	Y
BDP Greenwood, LLC	542 Bypass 72 NW	Greenwood	SC	29649	(864) 223-7197	N
Main Line Fitness LLC	238 Harbison Blvd	Columbia	SC	29212-2232	803-881-0081	Y
Keystone NFP Lancaster City, LLC	571 Lancaster Byp E	Lancaster	SC	29720-4726	803-828-5225	Y
West Lex FitClub LLC	760 US-378	Lexington	SC	29072-9709	803-399-8414	Y
Midlands Fitness LLC	1486 Chestnut St	Orangeburg	SC	29115	803-878-3862	Y
Keystone NFP Rock Hill, LLC	1807 Cherry Rd, Ste 115	Rock Hill	SC	29732	803-328-6100	Y
BDP Seneca, LLC	107 Bilo Place	Seneca	SC	29678	864-886-2433	N
Fly Over Fitness LLC	1057 Broad St, Ste 27	Sumter	SC	29150-2567	803-720-5020	Y
Lev Management, LLC	2410 Augusta Rd	West Columbia	SC	29169-4582	(803) 661-9132	Y
Baseline Fitness Rapid City, LLC	2200 N Maple Ave, Unit 460B	Rapid City	SD	57701	(605) 343-2255	Y

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Baseline Fitness Sioux Falls, LLC	1509 W 41st St	Sioux Falls	SD	57105	605-330-9990	Y
Baseline Fitness Sioux Falls, LLC	3809 E 10th St, Ste 110	Sioux Falls	SD	57103-2196	605-789-8410	Y
Baseline Fitness Sioux Falls, LLC	1300 9th Ave	Watertown	SD	57201	(605) 878-0170	Y
IFH TN Operations, LLC	1102 Congress Pkwy S	Athens	TN	37303-2404	(423) 617-0404	Y
Stage Rd. Fitness, LLC	5740 Stage Rd	Bartlett	TN	38134	901-937-8900	N
AGPTN Cool Springs, LLC	1630 Galleria Blvd	Brentwood	TN	37027-2961	(629) 276-7979	Y
Fitness One, LLC	6231 Perimeter Dr, Ste 217	Chattanooga	TN	37421	423-541-0777	Y
Kueber Fitness Evansville, LLC	1600 Fort Campbell Blvd	Clarksville	TN	37042-3695	931-919-5111	N
Kueber Fitness Evansville, LLC	2300 Madison St	Clarksville	TN	37043	931-221-2335	N
Kueber Fitness Evansville, LLC	2831 Wilma Rudolph Blvd	Clarksville	TN	37040	931-503-5033	N
AGPTN Cleveland, LLC	2641 Apd 40	Cleveland	TN	37323	423-602-2410	N
AGPTN Columbia, LLC	1910 Shady Brook St	Columbia	TN	38401	931-398-5555	Y
AGPTN Cookeville, LLC	400 Dubois Rd	Cookeville	TN	38501-4003	931-284-4552	Y
United FP JLM, LLC	1880 N Germantown Pkwy	Cordova	TN	38016	(901) 609-7700	Y
AGPTN Crossville, LLC	171 Highland Square	Crossville	TN	38555	(931) 250-4205	N
IFH TN Operations, LLC	92 Bible Crossing Rd	Decherd	TN	37324	(423) 872-3720	Y
AGPTN Dickson, LLC	430 Highway 46 South	Dickson	TN	37055	615-560-8181	Y
PMW Dyersburg LLC	2700 Lake Rd	Dyersburg	TN	38024	(731) 259-0424	N
IFH TN Operations, LLC	791 W Elk Ave	Elizabethton	TN	37643	423.666.6364	Y
Fitness Six, LLC	11433 Kingston Pike	Farragut	TN	37934	(865) 288-7789	Y
AGPTN Franklin, LLC	1113 Murfreesboro Rd	Franklin	TN	37064	615-647-4047	Y
United FP JLM, LLC	2005 Exeter Rd	Germantown	TN	38138-3946	(901)467-2200	Y
Goodlettsville Fitness, LLC	900 Conference Dr	Goodlettsville	TN	37072	(615) 606-3660	Y
IFH TN Operations, LLC	600 W Andrew Johnson Hwy	Greeneville	TN	37745-1291	423-525-8463	Y
AGPTN Hendersonville, LLC	393 E Main St	Hendersonville	TN	37075-2574	615-348-7555	Y
Hermitage Fitness, LLC	3434 Lebanon Pike	Hermitage	TN	37076	615-944-3900	Y
Fitness Two, LLC	5425 Highway 153	Hixson	TN	37343	423-243-3322	Y
AGPTN Jackson, LLC	57 Carriage House Dr Ste 10	Jackson	TN	38305-3995	731-256-3000	Y
JDG Group, LLC	949 Hamilton Place Dr	Johnson City	TN	37604	423-328-3257	N
TRI Delta 5, LLC	108 Jack White Dr	Kingsport	TN	37664	423-225-1714	N
Fitness Seven, LLC	4570 Chapman Hwy	Knoxville	TN	37920	(865) 253-7652	Y
Eclipse Fitness XXI LLC	9341 Kingston Pike	Knoxville	TN	37922-2382	865-690-0123	N
Fitness Three, LLC	4827 N Broadway St	Knoxville	TN	37918	865-687-2323	Y
Fitness Five, LLC	5731 Western Ave	Knoxville	TN	37921	(865) 333-5327	Y
AGPTN La Vergne, LLC	5185 Murfreesboro Rd	La Vergne	TN	37086	(629) 777-4900	Y
AGPTN Lebanon, LLC	1031 W Main Street Suite B	Lebanon	TN	37087	(615) 994-6905	Y
Due West Plaza Fitness, LLC	1140 Gallatin Pike S	Madison	TN	37115-4611	615-612-4478	Y
AGPTN Maryville, LLC	541 N Foothills Plaza Rd	Maryville	TN	37801	(865) 268-8506	N
IFH TN Operations, LLC	231 Northgate Dr	McMinnville	TN	37110-1426	931-414-2001	Y
United FP JLM, LLC	1635 Poplar Ave	Memphis	TN	38104	901-509-2074	Y
United FP JLM, LLC	4700 Summer Ave	Memphis	TN	38122	(901) 410-9400	Y
United FP JLM, LLC	4661 Knight Arnold Rd	Memphis	TN	38118	(901) 410-2075	Y
United FP JLM, LLC	4126 Elvis Presley Blvd	Memphis	TN	38116	(901) 602-4900	Y
Winchester Road Fitness, LLC	7114 Winchester Rd	Memphis	TN	38125-2017	901-757-3300	N
United FP JLM, LLC	8239 Hwy 51 N	Millington	TN	38053	(901) 407-2550	Y
AGPTN Morristown LLC	2550 E Morris Blvd	Morristown	TN	37813	(423) 492-0700	N
AGPTN Mt. Juliet, LLC	1335 N Mount Juliet Rd	Mt. Juliet	TN	37122	615-988-5400	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
AGPTN Murfreesboro, LLC	1954 Old Fort Pkwy Ste 6	Murfreesboro	TN	37129-6900	615-801-8300	Y
AGPTN Murfreesboro South, LLC	3060 S Church St	Murfreesboro	TN	37127	(629) 219-1422	Y
Bellevue Fitness, LLC	7657 Highway 70 S	Nashville	TN	37221	(615) 610-8055	Y
Charlotte Fitness, LLC	5708 Charlotte Pike	Nashville	TN	37209	615-200-7100	Y
Antioch Fitness, LLC	2381 Murfreesboro Pike	Nashville	TN	37217	615-944-0300	Y
Nolensville Fitness, LLC	4880 Nolensville Pike	Nashville	TN	37211-5410	615-333-2888	Y
AGPTN Oak Ridge, LLC	360 South Illinois Avenue	Oak Ridge	TN	37830	865-275-2670	N
IFH TN Operations, LLC	9408 Apison Pike, Unit 138	Ooltewah	TN	37363-5604	(423) 910-2143	Y
AGPTN Portland, LLC	112 W Knight St	Portland	TN	37148	615-802-1515	Y
IFH TN Operations, LLC	7530 Thunder Ln	Powell	TN	37849-4030	865-876-8058	Y
AGPTN Shelbyville, LLC	108 Lane Pkwy	Shelbyville	TN	37160	931-909-2900	Y
AGPTN Smyrna, LLC	564 Nissan Dr	Smyrna	TN	37167-4301	615-956-0100	Y
Crescent Fitness, LLC	1021 Murfreesboro Pike	Nashville	TN	37217	(615)733-4280	Y
AGPTN Springfield, LLC	2118 Memorial Blvd	Springfield	TN	37172-3964	(629) 316-2600	Y
AGPTN Tullahoma LLC	1905 N Jackson St	Tullahoma	TN	37388	(931) 928-1400	Y
AGPTN Union City, LLC	1700 W Reelfoot Ave	Union City	TN	38261	(731) 507-7755	N
United FP JLM, LLC	2540 Barrow St	Abilene	TX	79605	(325) 692-2000	Y
DMALF Alamo, LLC	1449 W Duranta Ave Ste 6	Alamo	TX	78516-2328	361-450-6682	Y
United FP JLM, LLC	104 North Greenville Ave, Ste 102A	Allen	TX	75002	469-656-4700	Y
HFP Alven LLC	1701 Fairway Dr, Ste B	Alvin	TX	77511	(281) 968-1694	Y
United FP JLM, LLC	3801 Olsen Blvd	Amarillo	TX	79109-3070	806-358-8000	Y
Annaville Fitness, LLC	11330 Leopard St	Corpus Christi	TX	78410	(361) 844-7360	Y
Excel Fitness DFW XII, LLC	819 E. Pioneer Pkwy	Arlington	TX	76010	682-253-2540	Y
Excel Fitness DFW 21, LLC	5425 S Cooper St	Arlington	TX	76017	682-503-1090	Y
Excel Fitness V, LLC	1819 S Pleasant Valley Rd	Austin	TX	78741-3362	512-993-2934	Y
Excel Fitness TX PT, LLC	13729 N Hwy 183, Unit 1200	Austin	TX	78750-1883	512-500-2472	Y
Excel Fitness X, LLC	12611 N Mopac Expy, Ste 3	Austin	TX	78727	512-993-2924	Y
Excel Fitness III, LLC	200 W Palm Valley Blvd	Round Rock	TX	78664-4233	512-993-2944	Y
Excel Fitness IX, LLC	6425 S I-35, Ste 200	Austin	TX	78744	512-993-2972	Y
Excel Fitness II, LLC	1807 W Slaughter Ln	Austin	TX	78748	512-993-2970	Y
Excel Fitness LLC	1100 W Anderson Ln	Austin	TX	78757	512-888-9775	Y
Excel Fitness XI LLC	6800 W Gate Blvd, Ste 106	Austin	TX	78745	512-993-2971	Y
Excel Fitness 14, LLC	487 Hwy 71 W	Bastrop	TX	78602	512-595-0331	Y
HFP Baetown LLC	6515 Garth Rd	Baytown	TX	77521	(281) 751-6369	Y
United FP JLM, LLC	6430 Eastex Fwy	Beaumont	TX	77708	409-299-5560	Y
United FP JLM, LLC	3871 Stagg Dr Unit 166	Beaumont	TX	77701-3717	409-291-8866	Y
Excel Fitness 17, LLC	1000 N Loop 340	Bellmead	TX	76705	2543746596	Y
United FP JLM, LLC	525 N Main St	Belton	TX	76513	(254) 831-9800	Y
Hill Country Fitness, LLC	1313 S Main St	Boerne	TX	78006	(830) 431-9395	Y
BDP Brownsville TX, LLC	1601 E Price Rd	Brownsville	TX	78521	956-992-1994	N
United FP JLM, LLC	1673 Briarcrest Dr, Ste 100A	Bryan	TX	77802	979-399-4494	Y
Bulverde Fitness, LLC	20475 TX-46, Ste 80	Bulverde	TX	78070	(210) 686-2070	Y
Excel Fitness TX PT, LLC	550 Sw Wilshire Blvd	Burleson	TX	76028-5332	817-592-6136	Y
Excel Fitness TX PT, LLC	3065 N Josey Ln	Carrollton	TX	75007-5340	469-217-9351	Y
Excel Fitness DFW XVII LLC	432 N Highway 67	Cedar Hill	TX	75104	682-348-0417	Y
Excel Fitness 16, LLC	13530 Ronald W Reagan Blvd, Ste C-100	Cedar Park	TX	78613	512-277-3360	Y
United FP JLM, LLC	1655 W Henderson St	Cleburne	TX	76033	(817) 666-3650	Y
United FP JLM, LLC	2501B Texas Ave S	College Station	TX	77840	979-459-7850	Y
HFP Conrow Central, LLC	1306 W Davis St, Ste B	Conroe	TX	77304	936-756-6000	Y
HFP Conrow LLC	1906 N Frazier St	Conroe	TX	77301	936-760-1700	Y
HFP Conrow South, LLC	220 S Loop 336 W	Conroe	TX	77304-3306	936-693-0103	Y
Converse Fitness LLC	8338 Fm 78	Converse	TX	78109	(210) 547-1395	Y

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Excel Fitness TFF, LLC	120 S Denton Tap Rd Ste 302	Coppell	TX	75019-5054	972-360-9799	Y
Corpus Fitness, LLC	4222 S Staples St	Corpus Christi	TX	78411-2702	361-993-4444	Y
United FP JLM, LLC	3500 W 7th Ave	Corsicana	TX	75110	(903) 467-3535	Y
HFP Crosbie LLC	105 Kennings Rd	Crosby	TX	77532-5127	281-699-9460	Y
Excel Fitness DFW X, LLC	430 E Main St	Crowley	TX	76036	682-282-6601	Y
HFP Spring Cypress, LLC	26068 US-290	Cypress	TX	77429	281-930-5555	Y
12th Street Fitness, LLC	912 W 12th St	Dallas	TX	75208	214-238-5769	Y
Dallas North Fitness, LLC	5301 Alpha Rd	Dallas	TX	75240	214-216-0715	Y
Marsh Lane Fitness, LLC	3701 W Northwest Hwy, Bldg 2, Ste 222	Dallas	TX	75220	214-216-6069	Y
Excel Fitness TFF, LLC	7622 Campbell Rd	Dallas	TX	75248-1704	469-291-0701	Y
Camp Wisdom Fitness, LLC	3200 W Camp Wisdom Rd	Dallas	TX	75237	214-216-1957	Y
Columbia Fitness, LLC	4800 Columbia Avenue	Dallas	TX	75226	214-216-0267	Y
Excel Fitness DFW 23, LLC	11835 Greenville Ave	Dallas	TX	75243	469-884-2422	Y
Buckner & Bruton Fitness, LLC	1639 S Buckner Blvd	Dallas	TX	75217-1895	214-216-1347	Y
Excel Fitness DFW 22, LLC	5744 Skillman St	Dallas	TX	75206	469-331-0585	Y
Excel Fitness DFW, LLC	3200 Falls Dr	Dallas	TX	75211-8827	469-262-0821	Y
Excel Fitness DFW 24, LLC	11255 Garland Rd, Ste #101	Dallas	TX	75218	972-316-7250	Y
HFP Dearpark LLC	3601 Center St	Deer Park	TX	77536	(281) 930-6319	Y
United FP JLM, LLC	2500 Veterans Blvd	Del Rio	TX	78840	(830) 282-1004	Y
Excel Fitness DFW VI LLC	806 W University Dr	Denton	TX	76201	940-208-0023	Y
Excel Fitness DFW XVI LLC	1447 South Loop 288	Denton	TX	76205	940-248-9634	Y
Excel Fitness DFW 29, LLC	1001 N Beckley Ave, Ste 240B	DeSoto	TX	75115	469-225-3895	Y
United FP JLM, LLC	455 South Bibb Ave	Eagle Pass	TX	78852	(830) 752-9049	Y
Excel Fitness Consolidator LLC	300 Early Blvd	Early	TX	76802	325-515-4001	N
DMALF Edinburg, LLC	1606 W University Ave	Edinburg	TX	78539	956.429.3811	Y
Cimarron Gym Management, LLC	7725 Cimarron Bazaar Ct	El Paso	TX	79912	915-581-7867	Y
Zaragoza Gym Management II, LLC	3156 N Zaragoza	El Paso	TX	79938	915-350-7867	Y
Joe Battle Gym Management, LLC	3000 Joe Battle Blvd	El Paso	TX	79938	915-855-7867	Y
Mesa Gym Management, Ltd.	5700 N Mesa St	El Paso	TX	79912	915-585-7867	Y
Montana Gym Management, LLC	6375 Montana Ave	El Paso	TX	79925	915-778-7867	Y
Montwood Gym Management, LLC	11330 Montwood Dr	El Paso	TX	79936	915-849-7867	Y
Pebble Hills Gym Management, LLC	10780 Pebble Hills Blvd	El Paso	TX	79935-2034	915-591-7867	Y
Pendale Gym Management, Ltd.	1317 Pendale Rd	El Paso	TX	79936	915-590-7867	Y
Resler Gym Management, LLC	725 N Resler Dr	El Paso	TX	79912	915-833-7867	Y
US 54 Gym Management, LLC	10861 Gateway Blvd S	El Paso	TX	79934	915-822-1002	Y
Zaragoza Gym Management, LLC	1505 N Zaragoza Rd	El Paso	TX	79936	915-856-7867	Y
United FP JLM, LLC	701 W Ennis Ave	Ennis	TX	75119	(469) 256-8488	Y
Excel Fitness DFW XIX, LLC	1200 N. Main St, Suite 100	Euless	TX	76039	214-919-5462	Y
Excel Fitness DFW V, LLC	2740 Valwood Pkwy Ste 147	Farmers Branch	TX	75234-4206	214-814-5878	Y
Excel Fitness DFW XIV LLC	6605 Forest Hill Circle	Forest Hill	TX	76140	682-348-0869	Y
Excel Fitness Consolidator LLC	857 N FM 548	Forney	TX	75126	4697280552	N

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Excel Fitness DFW 38, LLC	9120 North Fwy Ste 200	Fort Worth	TX	76177-7658	8172905831	Y
Excel Fitness DFW XV LLC	7921 Camp Bowie Blvd	Benbrook	TX	76116	682-282-6585	Y
Excel Fitness DFW III, LLC	4109 E Lancaster Ave Ste 101	Fort Worth	TX	76103-3614	682-282-7634	Y
Excel Fitness DFW II, LLC	1950 Ephriham Ave Ste 230	Fort Worth	TX	76164-6670	682-348-0378	Y
Excel Fitness DFW VIII, LLC	5334 Trail Lake Dr	Fort Worth	TX	76133	817-900-3624	Y
HFP Friendswuud LLC	3100 E FM 528 Rd, Ste A	Webster	TX	77598	(281) 993-4536	Y
Frisco Wichita Valley Fitness, LLC	6951 Preston Rd	Frisco	TX	75034	214-238-4985	Y
Excel Fitness TFF, LLC	11501 Custer Rd Ste 104	Frisco	TX	75035-8791	972-330-2090	Y
Excel Fitness TFF, LLC	1642 Fm 423	Frisco	TX	75033-0608	214-308-0703	Y
Excel Fitness TFF, LLC	12235 University Dr	Frisco	TX	75035-9424	469-252-5733	Y
Duck Creek Fitness, LLC	6545 Duck Creek Dr	Garland	TX	75043	469-200-3696	Y
Town Center Fitness, LLC	1402 W Walnut St	Garland	TX	75042	469-200-2028	Y
Excel Fitness 15, LLC	1103 Rivery Blvd, Ste 3-307	Georgetown	TX	78628	512-384-1116	Y
United FP JLM, LLC	301 E Hwy 377 Ste 106	Granbury	TX	76048-1201	(682) 237.5400	Y
Excel Fitness DFW VII, LLC	541 W Pioneer Pkwy	Grand Prairie	TX	75051	682-348-0896	Y
United FP JLM, LLC	5101 Wesley St	Greenville	TX	75402	(903) 303-2800	Y
United FP JLM, LLC	4900 Twin City Hwy	Groves	TX	77619-3132	409-960-6000	Y
Excel Fitness DFW IX, LLC	3316 Denton Hwy	Haltom City	TX	76117	682-348-1395	Y
Excel Fitness 18, LLC	201 E Central Texas Expy	Harker Heights	TX	76548-1887	2544810639	Y
BDP Harlingen TX, LLC	913 N 13th St, Ste 26	Harlingen	TX	78550	956-616-4447	N
DMALF Harlingen LLC	1222 Dixieland Rd	Harlingen	TX	78552	(361)881-4921	Y
Excel Fitness DFW 25, LLC	2240 Justin Rd, Ste 1B	Highland Village	TX	75077	940-268-1415	Y
Horizon Gym Management, LLC	13681 Gateway Blvd W	El Paso	TX	79928	915 881 3354	Y
HFP Astrodome, LLC	9567 S Main St	Houston	TX	77025-4531	346-781-0269	Y
HFP Copperfield LLC	8455 Hwy 6 N	Houston	TX	77095	(832) 674-4100	Y
HFP Cypress LLC	13140 Louetta Rd	Cypress	TX	77429-5756	832-717-3509	Y
HFP Energy Corridor, LLC	12171 Katy Fwy	Houston	TX	77079-1501	832-487-0800	Y
HFP Fondren SW, LLC	11187 Fondren Rd	Houston	TX	77096-5505	832-786-3555	Y
HFP Garden Oaks, LLC	3936 N Shepherd Dr	Houston	TX	77018	281-501-0169	Y
HFP Greater Heights LLC	920 N Durham Dr	Houston	TX	77008-6517	281-661-7677	Y
HFP Greater OST, LLC	6102 Scott St	Houston	TX	77021-2665	346-398-0633	Y
HFP Gulfgate, LLC	3333 Telephone Rd	Houston	TX	77023-5401	832-416-1333	Y
HFP Lakewood Village, LLC	21155 SH-249	Houston	TX	77070	832-487-0111	Y
HFP Langham Creek LLC	6960 Barker Cypress Rd	Houston	TX	77084	(281) 972-0539	Y
HFP Mission Bend, LLC	14485 Bellaire Blvd	Houston	TX	77083	281-988-7600	Y
HFP East Mt Houston, LLC	11703 Eastex Fwy	Houston	TX	77039-6200	346-537-1330	Y
HFP North Oaks, LLC	13839 Breck St	Houston	TX	77066	(832) 446-6395	Y
HFP North Shore, LLC	13435 East Fwy	Houston	TX	77015-5901	832-696-0294	Y
HFP NW Crossing, LLC	5770 Hollister Rd	Houston	TX	77040	713-510-9674	Y
HFP Sharpstown LLC	8150 Southwest Fwy, Ste U	Houston	TX	77074	(832) 699-8993	Y
HFP Spring Branch, LLC	10116 Hammerly Blvd	Houston	TX	77080	713-932-8401	Y
HFP Steeplechase, LLC	9425 Jones Rd	Houston	TX	77065	281-890-2727	Y
HFP Westchase, LLC	10770 Westheimer Rd	Houston	TX	77042-3404	346-335-7792	Y
HFP Westfield, LLC	310 Cypress Creek Pkwy	Houston	TX	77090	832-602-2211	Y
HFP Humbull LLC	210 FM 1960 Bypass Rd East	Humble	TX	77338	832-644-5767	Y
HFP Fall Creek, LLC	9633 N Sam Houston Pkwy E	Humble	TX	77396	281-441-4653	Y
HUR Fitness Partners, LLC	372 E Pipeline Rd	Hurst	TX	76053	682-253-1503	Y
Excel Fitness DFW XIII, LLC	1706 W Irving Blvd	Irving	TX	75061	972-360-0291	Y
Excel Fitness DFW 31, LLC	7640 N Macarthur Blvd	Irving	TX	75063-7512	214-519-8554	Y
HFP Katy Ranch, LLC	24547 Katy Freeway	Katy	TX	77494	(281) 394-9670	Y
HFP Katy Fry LLC	1705 Fry Rd	Katy	TX	77449-3432	281-712-6076	Y
Excel Fitness DFW 30 LLC	1610 Keller Pkwy	Keller	TX	76248-3702	6822942187	Y

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DMALF Kilgore, LLC	2001 N State Hwy 42	Kilgore	TX	75662	(903) 483-4058	Y
Excel Fitness VIII, LLC	1001 E Vet Memorial Blvd, Ste 101E	Killeen	TX	76541	254-577-4299	Y
HFP Kingwood, LLC	600 Kingwood Dr, Ste A	Kingwood	TX	77339-4466	346-809-1060	Y
HFP Kingwood Park, LLC	2213 Northpark Dr	Kingwood	TX	77339	281-359-9911	Y
HFP Lake Jax, LLC	208 Highway 332 W	Lake Jackson	TX	77566	(281) 968-7661	Y
Excel Fitness TX PT, LLC	6708 Lake Worth Blvd	Lake Worth	TX	76135-2902	(817) 386-8714	Y
Laredo Fitness, LLC	400 W Calton Rd	Laredo	TX	78041	(956) 413-8410	Y
Laredo North Fitness LLC	2302 Ne Bob Bullock Loop Ste 108	Laredo	TX	78045-6896	956-290-8770	Y
South Laredo Fitness LLC	313 Cielito Lindo Blvd	Laredo	TX	78046	956-394-2380	Y
HFP Dickinsun, LLC	3465 Gulf Fwy	Dickinson	TX	77539-4120	346-617-2324	Y
Excel Fitness 12, LLC	1245 S US 183	Leander	TX	78641	512-893-5088	Y
Lewisville Fitness, LLC	500 E Round Grove Rd #201	Lewisville	TX	75067-5390	469-293-2215	Y
DMALF Longview LLC	110 Triple Creek Circle	Longview	TX	75601	903 238 2531	Y
United FP JLM, LLC	3249 50th St	Lubbock	TX	79413	806-791-2000	Y
Evolution Management LLC	3303 98th St	Lubbock	TX	79423-4046	806-319-8583	N
United FP JLM, LLC	5005 Marsha Sharp Fwy	Lubbock	TX	79407-2619	(806) 429.0500	Y
BDP Lufkin TX, LLC	400 N Timberland Dr	Lufkin	TX	75901	936-515-2125	N
HFP Magnolia Westwood, LLC	6511 FM 1488	Magnolia	TX	77354	(281) 259-0779	Y
Excel Fitness 20, LLC	11910 US-290, Ste 370	Manor	TX	78653	(512) 884-5415	Y
Excel Fitness DFW 35, LLC	287 Frontage Rd, Suite 701	Mansfield	TX	76063	817-405-6111	Y
United FP JLM, LLC	620 E End Blvd S	Marshall	TX	75670	(903) 471-8100	Y
BDP McAllen TX, LLC	2901 N 23rd St	McAllen	TX	78501	956-683-6865	N
DMALF McAllen LLC	1700 S 23rd St	McAllen	TX	78503-5680	(956) 477-1181	Y
Excel Fitness DFW 40, LLC	117 S Central Expy	McKinney	TX	75070	469-936-0906	N
Frontera Fitness LLC	5550 S Buckner Blvd, Ste 400	Mesquite	TX	75149	469-213-6726	Y
Club Six Fitness, LLC	1016 Pioneer Rd	Mesquite	TX	75149	469-213-2946	Y
United FP JLM, LLC	1000 N Midkiff Rd	Midland	TX	79701-2101	432-689-4600	Y
DMALF Mission LLC	901 N Dunlap Ave	Mission	TX	78572-3925	361-724-3020	Y
HFP Mo City, LLC	5732 Highway 6	Missouri City	TX	77459-4187	713-878-7770	Y
HFP Mt Belview, LLC	9253 Eagle Dr	Mont Belvieu	TX	77523	281-751-3300	Y
BDP Nacogdoches TX, LLC	1102 South St	Nacogdoches	TX	75964	936-585-8914	N
Interstate Plaza Fitness, LLC	1671 1H-35 S, Ste 401	New Braunfels	TX	78130	830-609-9241	Y
HFP New Caney, LLC	20185 Hwy 59	New Caney	TX	77357	(832) 917-6999	Y
Excel Fitness DFW 20, LLC	664 Grapevine Hwy, Ste A	Hurst	TX	76054	682-348-0328	Y
Excel Fitness TX PT, LLC	6300 Rufe Snow Dr	Fort Worth	TX	76182	(817) 479-9125	Y
HFP Oak Ridge, LLC	26824 I-45	Oak Ridge North	TX	77386	346-478-6111	Y
United FP JLM, LLC	1355 W University Blvd	Odessa	TX	79764-7121	432-333-2500	Y
United FP JLM, LLC	2270 MacArthur Dr	Orange	TX	77630	409-883-2800	Y
Excel Fitness DFW 39, LLC	1535 S Bowen Rd	Pantego	TX	76013-3335	817-393-2010	Y
United FP JLM, LLC	4045 Lamar Ave	Paris	TX	75462-5212	903-218-0500	Y
HFP Pasadina LLC	4802 Fairmont Pkwy, Ste 200	Pasadena	TX	77505	(346) 410-5163	Y
HFP Pehrland, LLC	2550 Pearland Pkwy Ste 170	Pearland	TX	77581-5372	281-407-7171	Y
HFP Shadow Creek, LLC	11005 Shadow Creek Parkway	Pearland	TX	77584	713-936-5993	Y
Excel Fitness VI, LLC	2700 W Pecan St	Pflugerville	TX	78660-3199	512-993-2931	Y
BDP Pharr TX, LLC	1300 E Business Hwy 83	Pharr	TX	78577	956-616-4436	N
United FP JLM, LLC	3220 Olton Rd	Plainview	TX	79072	(806) 587-5050	Y
Excel Fitness DFW XVIII, LLC	1021 N Central Expy	Plano	TX	75075	972-779-0084	Y
Excel Fitness TFF, LLC	6205 Coit Rd Ste 205	Plano	TX	75024-5484	972-330-2262	Y
Excel Fitness TX PT, LLC	6400 W Plano Pkwy, Ste 125	Plano	TX	75093-2724	(972) 244-3828	Y
Portland Fitness, LLC	1550 Wildcat Dr	Portland	TX	78374	(361) 302-1070	Y
Excel Fitness DFW 33, LLC	1306 E Belt Line Rd	Richardson	TX	75081-3709	4692420467	Y

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HFP Rich Rosen, LLC	5400 FM1640, Suite 100	Richmond	TX	77469	832-471-6636	Y
Excel Fitness DFW 34, LLC	1108 US 377	Roanoke	TX	76262	817-286-3189	Y
United FP JLM, LLC	1201 Ridge Rd, Ste 101	Rockwall	TX	75087	(469) 651-1040	Y
Excel Fitness DFW 36, LLC	5505 Rowlett Rd	Rowlett	TX	75089	4692142632	Y
Excel Fitness DFW 27, LLC	608 S Saginaw Blvd	Saginaw	TX	76179	682-348-1483	Y
United FP JLM, LLC	3552 Knickerbocker Rd	San Angelo	TX	76904	325-944-9900	Y
Stone Oak Fitness, LLC	20760 US Highway 281 N	San Antonio	TX	78258	(210) 455-6835	Y
Bandera Fitness, LLC	6700 Huebner Rd	San Antonio	TX	78238	210-888-5545	Y
Fredericksburg Fitness, LLC	4400 Fredericksburg Rd	San Antonio	TX	78201	210-736-3536	Y
Pavilions Fitness, LLC	2502 Nacogdoches Rd	San Antonio	TX	78217	(210) 714-8450	Y
Marbach Fitness, LLC	1739 SW Loop 410, Ste 814	San Antonio	TX	78227	210-592-8727	Y
Nacogdoches Fitness, LLC	13932 Nacogdoches Rd	San Antonio	TX	78217	210-251-3346	Y
Olmos Fitness, LLC	14610 Huebner Rd Ste 110	San Antonio	TX	78230-5528	210-492-2024	Y
Potranco Fitness, LLC	11227 Potranco Rd	San Antonio	TX	78253-5844	210-679-9999	Y
Military Fitness, LLC	1131 SE Military Dr	San Antonio	TX	78214	210-255-1120	Y
Military Drive Fitness, LLC	2315 SW Military Dr	San Antonio	TX	78224	210-571-7005	Y
Westside Fitness, LLC	207 N General McMullen Dr	San Antonio	TX	78237	210-447-7047	Y
Culebra 1604 Fitness, LLC	11019 Culebra Rd	San Antonio	TX	78253-4504	830.689.5745	Y
White Road Fitness, LLC	1721 WW White Rd S, Ste 105	San Antonio	TX	78220	(210) 729-2030	Y
Excel Fitness DFW 32, LLC	410 N US Hwy 175	Seagoville	TX	75159	469-890-2335	Y
United FP JLM, LLC	1500 E Court St, Ste 800	Seguin	TX	78155	(830) 372-0200	Y
Excel Fitness DFW XI, LLC	721 E Taylor St	Sherman	TX	75090	903-781-1767	Y
Excel Fitness 13, LLC	3606 W Stan Schlueter Loop	Killeen	TX	76549	254-781-0115	Y
HFP Spreeng, LLC	21356 Kuykendahl Rd	Spring	TX	77379-2607	832-447-7675	Y
United FP JLM, LLC	2900 W Washington St	Stephenville	TX	76401	(254) 459-4565	Y
HFP Sugar Creek, LLC	13831 Southwest Fwy	Sugar Land	TX	77478-3533	346-450-6450	Y
United FP JLM, LLC	3111 S 31st St	Temple	TX	76502	(254) 477-6777	Y
BDP Texarkana TX, LLC	2400 Richmond Rd, Unit 73	Texarkana	TX	75503	903-405-1616	N
HFP Tejas City, LLC	3407 Palmer Hwy	Texas City	TX	77590	(409) 655-2660	Y
Excel Fitness DFW 37, LLC	5651 State Hwy 121, Suite 300	The Colony	TX	75056	469-936-0909	Y
HFP Woodlands, LLC	4775 W Panther Creek Dr	The Woodlands	TX	77381	713-814-4777	Y
HFP Tombull, LLC	27830 Tomball Pkwy	Tomball	TX	77375	281-255-0332	Y
Excel Fitness DFW IV, LLC	2747 E 5th St	Tyler	TX	75701	903-771-0103	Y
Excel Fitness DFW 26, LLC	8950 S Broadway Ave	Tyler	TX	75703-5425	903-698-6345	Y
Booker Fitness, LLC	1705 Pat Booker Rd Ste 216	Universal City	TX	78148-3481	210-566-0400	Y
BDP Victoria TX, LLC	5206 N Navarro St	Victoria	TX	77904	361-333-5485	N
Excel Fitness VII, LLC	300 N Valley Mills Dr	Waco	TX	76710-7041	254-224-5203	Y
United FP JLM, LLC	1821 S Main St	Weatherford	TX	76086	(682) 582-9001	Y
HFP Webstar LLC	560 El Dorado Blvd	Webster	TX	77598	(832) 500-5510	Y
BDP Weslaco TX, LLC	1901 W Expressway 83, Ste 900	Weslaco	TX	78596	956-992-1926	N
Wichita Falls Fitness, LLC	3915 Kell Blvd	Wichita Falls	TX	76308	940-229-6418	Y
Excel Fitness UT 1, LLC	1055 E Draper Pkwy Ste 200	Draper	UT	84020-9094	801-341-9754	N
Excel Fitness UT 2, LLC	1839 Woodland Park Dr	Layton	UT	84041-5631	801-477-5012	N
Academy Fitness, Inc.	981 S Main St, Ste 130	Logan	UT	84321	435-753-7501	N
CM3 Murray, LLC	6022 S State St	Murray	UT	84107	(801) 948-9870	N
CM3 Orem, LLC	157 N State St	Orem	UT	84057-5509	801-225-4222	N
CM3 Provo LLC	1007 S University Ave	Provo	UT	84601	801-998-2627	N
CM3 City Center, LLC	175 E 400 S, Ste 100	Salt Lake City	UT	84111	801-521-9400	N
5400South, LLC	1836 W 5400 S	Taylorsville	UT	84129	801-963-8787	N
CM3 Sandy LLC	9425 South 700 East	Sandy	UT	84070	801-998-2442	N
TheDistrict, LLC	11539 S 4000 W	South Jordan	UT	84009	(801) 446-9975	N

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
CM3 South Ogden, LLC	3945 S Washington Blvd	Ogden	UT	84403	(801) 528-3597	N
CM3 Millcreek, LLC	635 East 3300 South	Salt Lake City	UT	84106	801-467-6711	N
CM3 West Jordan LLC	7453 S Plaza Center Dr	West Jordan	UT	84084	801-676-7379	N
CM3 Holdings LLC	3749 S Constitution Blvd	West Valley City	UT	84119	(801) 462-2020	N
Alexandria Fitness LLC	4620 Kenmore Ave	Alexandria	VA	22304	703-212-0123	N
Hayfield Fitness LLC	7558 Telegraph Rd, B	Alexandria	VA	22315	571-800-0024	N
CCMO Huntington, LLC	5960 Richmond Hwy	Alexandria	VA	22303-1871	703-960-5678	N
CCMO Mount Vernon, LLC	8796 Sacramento Dr	Alexandria	VA	22309	(703) 347-7764	N
Arlington VA Fitness LLC	1301 S Joyce St	Arlington	VA	22202	571-800-0026	N
Ashburn Fitness LLC	44155 Ashbrook Marketplace Plaza, Ste 120	Ashburn	VA	20148	571-800-0029	N
TRI Delta 5, LLC	150 Cascade Dr	Bristol	VA	24202	276-200-0631	N
CCMO Sully, LLC	5053 Westfields Blvd	Centreville	VA	20120	(703) 657-0102	N
6365 Centreville Fitness LLC	6365 Multiplex Dr	Centreville	VA	20121	(571) 655-5800	N
C-Fit7, LLC	150 Wegmans Way, Unit 500	Charlottesville	VA	22902	(434) 202-0437	Y
GFP Charlottesville 2, LLC	1784 Rio Hill Center	Charlottesville	VA	22901	434-218-4660	Y
HR Greenbrier LLC	1620 Sentinel Dr	Chesapeake	VA	23320	757-330-5289	Y
C-Fit12 LLC	782 New River Rd	Christiansburg	VA	24073	(540) 385-0350	Y
AB-Fit1, LLC	230 Southpark Circle	Colonial Heights	VA	23834	(804) 524-2310	Y
County Center Fitness LLC	12627 Galveston Ct	Manassas	VA	20112-8673	571-568-9090	N
Excel Fitness VA 6, LLC	725 Dominion Sq	Culpeper	VA	22701	540-208-2345	Y
Excel Fitness VA II, LLC	3360 Riverside Dr	Danville	VA	24541-3431	434-483-6506	Y
CCMO Fairfax Junction LLC	11001 Lee Hwy	Fairfax	VA	22030	(703) 539-6499	N
6270 Falls Church Fitness LLC	6270 Arlington Blvd	Falls Church	VA	22046	703-241-2255	N
C-Fit5, LLC	1257 Emancipation Hwy	Fredericksburg	VA	22401-4415	540-322-5652	Y
C-Fit11 LLC	9723 Patriot Hwy	Fredericksburg	VA	22407	(540) 993-4352	Y
C-Fit13, LLC	4250 Plank Rd	Fredericksburg	VA	22407	(540) 370-9133	Y
HR Gloucester LLC	6509 Market Dr	Gloucester	VA	23061	804-606-0451	Y
Greenbriar Fitness LLC	13055-B Lee Jackson Memorial Hwy	Fairfax	VA	22033	571-800-0025	N
HR Hampton LLC	1060 W Mercury Blvd	Hampton	VA	23666-3379	757-330-5367	Y
Excel Fitness VA III, LLC	1790 E Market St	Harrisonburg	VA	22801	540-212-2131	Y
Haymarket Fitness LLC	6707 Leaberry Way	Haymarket	VA	20169	571-561-2002	N
Herndon VA Fitness LLC	2120 Centreville Rd	Herndon	VA	20170-4306	(571) 297-7001	N
Excel Fitness VA 7, LLC	532 E Market St	Leesburg	VA	20176	703-665-3016	Y
Lorton Fitness LLC	9409 Lorton Market St	Lorton	VA	22079-1963	571-572-2877	N
C-Fit3, LLC	3405 Candlers Mountain Rd	Lynchburg	VA	24502-2241	434-237-0287	Y
GFP Madison Heights, LLC	238 Amelon Sq Plz	Madison Heights	VA	24572-5981	434-933-3148	Y
Manassas Fitness LLC	7680 Stream Walk Ln	Manassas	VA	20109	703-530-0123	N
Excel Fitness VA, LLC	2720 Greensboro Rd	Martinsville	VA	24112	276-226-9763	Y
GFP Mechanicsville, LLC	7297 Battle Hill Dr	Mechanicsville	VA	23111	(804) 522-5001	Y
C-Fit10, LLC	11001 Hull Street Rd	Midlothian	VA	23112	(804) 658-3089	Y
HR Ventures LLC	301B Oyster Point Rd	Newport News	VA	23602	757-330-5371	Y
HR Norfolk LLC	4245 E Little Creek Rd	Norfolk	VA	23518	757-330-5364	Y
HR Norfolk II LLC	415 N Military Hwy Ste 23	Norfolk	VA	23502-5407	757-330-5339	Y
HR Norfolk III, LLC	7525 Tidewater Dr Ste 18	Norfolk	VA	23505-3700	7572507332	Y
HR Concepts LLC	5815 W Norfolk Rd	Portsmouth	VA	23703	757-330-5362	Y
HR Portsmouth LLC	1907 Victory Blvd	Portsmouth	VA	23702	757-330-5303	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
C-Fit9, LLC	4951 Nine Mile Rd	Richmond	VA	23223	(804) 652-2000	Y
GFP Richmond North Chesterfield, LLC	4020 Meadowdale Blvd	Richmond	VA	23234-5501	804-554-5455	Y
GFP Richmond Stony Point, LLC	3000 Stony Point Rd	Richmond	VA	23235-2349	(804) 715-5558	Y
C-Fit4, LLC	9703 W Broad St	Glen Allen	VA	23060	(804) 729-3471	Y
GFP Richmond Willow Lawn, LLC	6301 W Broad St, Suite B	Richmond	VA	23226	8049059045	Y
C-Fit6, LLC	3433 Orange Ave Ne	Roanoke	VA	24012-6412	540-904-7400	Y
C-Fit1, LLC	672 Brandon Ave Sw	Roanoke	VA	24015-3212	540-904-6288	Y
C-Fit14, LLC	1359 W Main St	Salem	VA	24153	(540) 401-0004	Y
CCMO Springfield, LLC	8430 Old Keene Mill Rd	West Springfield	VA	22152	(571) 297-4272	N
Concord Fitness LLC	6123 Backlick Rd	Springfield	VA	22150	571-380-4004	N
GFP Stafford, LLC	1455 Stafford Market Pl	Stafford	VA	22556-4527	5403005620	Y
Excel Fitness VA 8, LLC	1106 C&D Greenville Ave	Staunton	VA	24401-5019	540-418-6227	Y
KDGS Sterling Fitness LLC	22585 Fitness Court	Sterling	VA	20166	(703) 965-1066	N
21800 Sterling Fitness LLC	21800 Towncenter Plaza	Sterling	VA	20164	(703) 444-2022	N
HR Suffolk LLC	569 E Constance Ave	Suffolk	VA	23434	757-330-5311	Y
HR VA Beach LLC	3877 Holland Rd Ste 426	Virginia Beach	VA	23452-2864	757-330-5319	Y
HR KempsRiver LLC	1205 Fordham Dr	Virginia Beach	VA	23464	757-330-5306	Y
HR Hilltop LLC	1944 Laskin Rd, Ste 406	Virginia Beach	VA	23454	757-330-5356	Y
Excel Fitness VA 9, LLC	2336 Elson Green Ave, Suite 106	Virginia Beach	VA	23456-6939	7575685601	Y
HR VB Boulevard LLC	4001 Virginia Beach Blvd	Virginia Beach	VA	23452	757-330-5351	Y
Excel Fitness VA 5, LLC	141 W Lee Hwy	Warrenton	VA	20186-2107	540-218-5154	Y
Excel Fitness VA IV, LLC	2604 W Main St	Waynesboro	VA	22980	540-227-0955	Y
HR Williamsburg LLC	5137 Main St	Williamsburg	VA	23188-2811	7572316324	Y
Keystone NFP Winchester, LLC	1673 S Pleasant Valley Rd	Winchester	VA	22601	(540) 773-3435	N
Woodbridge Fitness LLC	14431 Richmond Hwy	Woodbridge	VA	22191-2805	703-491-0123	N
Integrity Fitness, Inc.	768 Putney Rd	Brattleboro	VT	05301	(802) 662-2220	N
Burlington Fitness, Inc.	87 Pearl St	Essex Junction	VT	05452	802-879-5100	N
Burlington Fitness, Inc.	530 Community Dr	South Burlington	VT	05403	802-863-8910	N
Burlington Fitness, Inc.	133 N Main St	St. Albans	VT	05478	(802) 582-4149	N
Lucky Star Enterprises IX, LLC	915 Auburn Way N	Auburn	WA	98002-4117	(253) 737- 5501	Y
Lucky Star Enterprises X, LLC	15600 Ne 8th St	Bellevue	WA	98008-3927	425-502-7826	Y
JEG-Viper Bonney Lake LLC	19561 State Route 410 E	Bonney Lake	WA	98391	(253) 321-5939	Y
AGPWA Bothell, LLC	24122 Bothell Everett Hwy	Bothell	WA	98021-9342	(425) 384-7700	Y
AGPWA Bremerton LLC	4310 Wheaton Way	Bremerton	WA	98310	(360) 824-5550	Y
AGPWA Burlington LLC	125 Cascade Mall Dr	Burlington	WA	98233	(360) 395-2560	Y
Lucky Star Enterprises VIII, LLC	16913 SE 270th Pl	Covington	WA	98042	(253) 277- 8984	Y
Lucky Star Enterprises IV L.L.C.	27073 Pacific Hwy S	Des Moines	WA	98198	(206) 249-8158	Y
AGPWA Edmonds, LLC	22515 Highway 99	Edmonds	WA	98026-8373	425-648-2424	Y
AGPWA Everett LLC	7621 Evergreen Way	Everett	WA	98203	(425) 315-7070	Y
Core Fitness of Federal Way, LLC	1211 S 320th St	Federal Way	WA	98003	(206) 429-7429	Y
Core Fitness of Issaquah, LLC	1810 12th Ave Nw	Issaquah	WA	98027-8110	425-395-7144	Y
FJMPF Kelso LLC	351 Three Rivers Dr	Kelso	WA	98626	360-285-3700	N

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
Kennewick Fit Club LLC	731 N Columbia Center Blvd Ste 100c	Kennewick	WA	99336-7761	(509) 579-0595	N
Lucky Star Enterprises, LLC	24044 104th Ave SE, Ste A	Kent	WA	98030	(253) 854-2123	Y
Lucky Star Enterprises VI, LLC	18129 E. Valley Hwy	Kent	WA	98032	(253) 243 - 6009	Y
AGPWA Lacey, LLC	720 Sleater Kinney Rd SE, Suite Q	Lacey	WA	98503	(360) 339-5188	Y
GMS LFP, LLC	17171 Bothell Way NE	Lake Forest Park	WA	98155	206-467-1366	N
AGPWA Lake Stevens, LLC	303 91st Ave Ne	Lake Stevens	WA	98258-2541	(425) 541-9900	Y
Core Fitness of Lakewood, LLC	5919 Lakewood Towne Center Blvd Sw	Lakewood	WA	98499-6518	253-352-6088	Y
Lucky Star Enterprises III, LLC	1346 State Ave	Marysville	WA	98270-3605	360-386-9986	N
AGPWA Smokey Point, LLC	2517 172nd St NE	Marysville	WA	98271	(360) 657-9990	Y
AGPWA Mill Creek, LLC	13314 Bothell Everett Hwy	Mill Creek	WA	98012	(425) 599-2099	Y
JEG-Viper Milton LLC	2800 Milton Way	Milton	WA	98354	253-292-3775	Y
AGPWA Monroe, LLC	19861 State Route 2	Monroe	WA	98272-2352	(360) 512-2220	Y
Moses Lake FP LLC	711 N Stratford Rd Ste C	Moses Lake	WA	98837-1578	509 707 0000	N
AGPWA Oak Harbor, LLC	32165 State Rte 20	Oak Harbor	WA	98277	360-323-4060	Y
AGPWA Olympia, LLC	1000 Cooper Point Rd	Olympia	WA	98502	(360) 706-1919	Y
Pasco Fit Club LLC	5710 N Road 68, Ste 102	Pasco	WA	99301	(509) 545-5555	N
AGPWA Port Orchard, LLC	1948 Se Lund Ave Ste 103-107	Port Orchard	WA	98366-5500	(564) 238-2200	Y
Evolution Management LLC	1690 S Grand Ave	Pullman	WA	99163	(509) 715-1202	N
JEG-VIPER Puyallup, LLC	625 River Rd	Puyallup	WA	98371	(253) 845-5357	Y
Lucky Star Enterprises, LLC	4613 Ne Sunset Blvd	Renton	WA	98059-4005	425-255-5522	Y
Richland Fit Club LLC	1711 George Washington Way	Richland	WA	99354	509-578-1073	N
AGPWA North Seattle LLC	13201 Aurora Ave N	Seattle	WA	98133	(206) 659-4577	Y
AGPWA Ballard, LLC	1500 Nw Market St Ste 100	Seattle	WA	98107-5416	(206) 260-0600	Y
AGPWA Rainier Beach LLC	9000 Rainier Ave S	Seattle	WA	98118	(206) 257-3655	Y
PF SpokNW LLC	1617 W Northwest Blvd	Spokane	WA	99205	(509) 850-9585	N
PF SpokVal, LLC	13112 E Sprague Ave	Spokane Valley	WA	99216	509-381-1691	N
Sunnyside FP, LLC	2600 E Yakima Valley Hwy Ste 4	Sunnyside	WA	98944	509-515-7195	N
JEG-VIPER McKinley, LLC	817 E 72nd St	Tacoma	WA	98404	(253) 475-5689	Y
JEG-Viper Fern Hill LLC	9820 Pacific Ave	Tacoma	WA	98444	(253) 533-2510	Y
JEG-Viper Pearl Street, LLC	2217 N Pearl St	Tacoma	WA	98406	(253) 999-1600	Y
JEG-Viper University Place LLC	6704 19th St W	University Place	WA	98466	(253) 353-7008	Y
Vancouver Fourth Plain, LLC	11812 NE Fourth Plain Blvd	Vancouver	WA	98682	(360) 952-7000	Y
Vancouver NE Hazel Dell, LLC	9919 NE Hazel Dell Ave	Vancouver	WA	98685-5278	360-573-4000	Y
Vancouver Mill Plain, LLC	8024 E Mill Plain Blvd	Vancouver	WA	98664	360-448-2277	Y
Vancouver SE 160, LLC	811 SE 160th Ave	Vancouver	WA	98683-9655	360-566-2000	Y
Walla Walla Fit Club LLC	1631 W Rose St	Walla Walla	WA	99362	(509) 876-2665	N
Evolution Management LLC	149 Easy Way	Wenatchee	WA	98801	509 888 7306	N
Lucky Star Enterprises VII, LLC	14025 NE Woodinville Duvall Rd	Woodinville	WA	98072	(425) - 408-0419	Y
Make-It Fit, LLC	120 N Fair Ave	Yakima	WA	98901-4521	509-469-0477	N
Evolution Management LLC	5801 Summitview Ave	Yakima	WA	98908	509-902-8196	N
BDP East Appleton, LLC	W3165 Van Roy Rd Ste 7	Appleton	WI	54915-3996	(920) 815-3592	Y
BDP Appleton West WI, LLC	2700 W College Ave	Appleton	WI	54914	920-733-3554	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
BDP Beloit WI, LLC	1827 Prairie Ave	Beloit	WI	53511	608-312-4200	N
BDP Brookfield, LLC	15740 W Capitol Dr	Brookfield	WI	53005	(262) 599-8127	Y
BDP Brookfield Bluemound WI, LLC	16085 W Bluemound Rd	Brookfield	WI	53005-4700	262 910 3097	Y
BDP Burlington LLC	1112 Milwaukee Ave, Ste 120	Burlington	WI	53105	(262) 758-7536	Y
BDP Eau Claire WI, LLC	3015 E Hamilton Ave, Ste D	Eau Claire	WI	54701	715-598-1602	Y
BDP Fond du Lac WI, LLC	802 W Johnson St	Fond Du Lac	WI	54935-8919	920-922-0833	Y
BDP Franklin 76th WI, LLC	7199 S 76th St	Franklin	WI	53132-9736	414-396-7240	Y
BDP Franklin WI, LLC	6529 S 27th St	Franklin	WI	53132-9424	414-988-9269	Y
BDP Green Bay East WI, LLC	2350 E Mason St	Green Bay	WI	54302	920-544-8191	Y
BDP Green Bay West WI, LLC	1640 W Mason St	Green Bay	WI	54303	920-544-8190	Y
BDP Greenfield Milwaukee, LLC	4478 S 108th Street	Greenfield	WI	53228	414-340-2432	Y
BDP Hartford WI, LLC	1211 Bell Ave	Hartford	WI	53027-1976	262-384-4361	Y
Baseline Fitness Minnesota LLC	2345 Coulee Rd	Hudson	WI	54016	715-808-0122	N
BDP Janesville WI, LLC	1800 Milton Ave Ste 150	Janesville	WI	53545-1169	608-756-3294	Y
BDP Kenosha WI, LLC	7630 Pershing Blvd	Kenosha	WI	53142	(262) 484-4660	Y
BDP La Crosse WI, LLC	3201 Hwy 16	Onalaska	WI	54601	(608)-304-9019	Y
BDP Madison 3, LLC	89 E Towne Mall	Madison	WI	53704	(608) 249-5822	Y
BDP Madison 4, LLC	4538 Verona Rd	Madison	WI	53711	(608) 982-6707	Y
BDP Monona WI, LLC	2311 W Broadway	Monona	WI	53713-3723	608-223-9075	Y
BDP Madison West WI, LLC	229 W Towne Mall, E16	Madison	WI	53719	608-827-8353	Y
BDP Manitowoc WI, LLC	3415 Custer St	Manitowoc	WI	54220	920-652-9800	Y
BDP Marinette WI, LLC	2800 Roosevelt Rd	Marinette	WI	54143	(715) 732-4794	Y
Baseline Fitness Minnesota LLC	503 E Ives St	Marshfield	WI	54449-1558	715-502-1990	N
BDP Menomonee Falls WI, LLC	N88W15559 Main St	Menomonee Falls	WI	53051-2038	262-251-8000	Y
BDP Mequon WI, LLC	11290 N Port Washington Rd	Mequon	WI	53092-3412	262-395-7676	Y
BDP Milwaukee Bay View WI, LLC	121 W Oklahoma Ave	Milwaukee	WI	53207	262-266-2172	Y
BDP Milwaukee Downtown WI, LLC	101 W Wisconsin Ave	Milwaukee	WI	53203-2501	414-223-3380	Y
BDP Milwaukee East Capitol WI, LLC	709 E Capitol Dr	Milwaukee	WI	53212	(414) 800-7237	Y
BDP 76th & Good Hope WI, LLC	7459 Good Hope Rd	Milwaukee	WI	53223	262-384-4354	Y
BDP Milwaukee Midtown WI, LLC	5730 W Capitol Pkwy	Milwaukee	WI	53216	414-444-3111	Y
BDP Milwaukee Southgate WI, LLC	3565 S 27th St	Milwaukee	WI	53221	414-382-1900	Y
BDP Neenah WI, LLC	697 S Green Bay Rd	Neenah	WI	54956-3153	920-574-9141	Y
BDP South Milwaukee WI, LLC	9001 S Howell Ave	Oak Creek	WI	53154	414-766-0705	Y
BDP Oconomowoc, LLC	1430 Olympia Fields Dr	Oconomowoc	WI	53066	(262) 569-0120	Y
BDP Oshkosh WI, LLC	1971 S Koeller St	Oshkosh	WI	54902	920-231-5336	Y
BDP Pewaukee WI, LLC	1275 Capitol Dr	Pewaukee	WI	53072	262.333.9731	Y
BDP Plover, LLC	1200 Commons Circle	Plover	WI	54467	(715) 544-1950	Y
BDP Racine, LLC	5748 Durand Ave	Racine	WI	53406-5054	(262) 554-0209	Y
BDP Wausau WI, LLC	10101 Market St, Ste C060	Rothschild	WI	54474	(715) 298-6060	Y
BDP Sheboygan WI, LLC	549 S Taylor Dr	Sheboygan	WI	53081	920-803-8888	Y
BDP St. Francis Milwaukee, LLC	4698 S Whitnall Ave	St. Francis	WI	53235	414-892-8999	Y
BDP Waukesha, LLC	1510 E Main St	Waukesha	WI	53186	414-930-5195	Y
BDP West Allis WI, LLC	6706 W Greenfield Ave	West Allis	WI	53214-4900	414 937 5952	Y

Franchisee	Address	City	State	Zip Code	Phone Number	ADA (Y/N)
BDP West Bend WI, LLC	230 N 18th Ave	West Bend	WI	53095-3055	262-365-0850	Y
United FP LOM, LLC	Huntington Mall, 800 Mall Rd, Unit 975	Barboursville	WV	25504	304-736-8100	Y
United FP LOM, LLC	19 By Pass Plaza Shpg Center	Beckley	WV	25801	(304) 578-5848	Y
United FP LOM, LLC	261 Mercer Mall Rd	Bluefield	WV	24701	(304) 960-4950	Y
United FP LOM, LLC	2399 Meadowbrook Mall Rd, Unit 20	Bridgeport	WV	26330	304-842-8456	Y
CFP Charleston LLC	2846 Mountaineer Blvd	Charleston	WV	25309	(304) 301-0684	N
United FP LOM, LLC	125 Lakeview Dr	Cross Lanes	WV	25313	304-721-4646	Y
United FP LOM, LLC	213 Marion Sq	Fairmont	WV	26554	(681) 443-5144	Y
United FP LOM, LLC	204 Liberty Sq	Hurricane	WV	25526	681-233-1300	Y
Keystone NFP Martinsburg, LLC	1220 N Queen St	Martinsburg	WV	25404-3612	304-260-0005	N
United FP LOM, LLC	900 Fort Pierpont Dr	Morgantown	WV	26508-1320	304-554-2223	Y
United FP LOM, LLC	311 Lafayette Ave	Moundsville	WV	26041	304-205-0150	Y
United FP LOM, LLC	104 Gihon Vlg	Parkersburg	WV	26101-7109	304-893-9800	Y
Cornerstone Fitness of Casper, LLC	3540 E 2nd St	Casper	WY	82609	(307) 333-6623	N
Rocky Mountain Cheyenne, LLC	1400 Dell Range Blvd	Cheyenne	WY	82009	(307) 635-9161	N
Cornerstone Fitness of Laramie, LLC	654 N 3rd St	Laramie	WY	82072	(307) 742-2897	N
Cornerstone Fitness of Rock Springs, LLC	Rock Springs Plaza	Rock Springs	WY	82901	(307) 212-3288	N

U.S. LOCATIONS
Signed Franchise Agreement but not yet open as of December 31, 2025

Franchisee	Address	City	State	Zip Code	Phone	Under ADA?
Baseline Fitness Louisiana, LLC	3980 Veterans Memorial Dr, Adamsville, Alabama 35005 United States	Adamsville	Alabama	35005	225-771-8809	No
Baseline Fitness Louisiana, LLC	5903 Trussville Crossings Pkwy, Birmingham, Alabama 35235 United States	Birmingham	Alabama	35235	225-771-8809	No
Baseline Fitness Louisiana, LLC	150 Chelsea Corners Way, Chelsea, Alabama 35043 United States	Chelsea	Alabama	35043	225-771-8809	No
Baseline Fitness Louisiana, LLC	Gardendale, Alabama United States	Gardendale	Alabama	35071	225-771-8809	No
Baseline Fitness Louisiana, LLC	3550 Pelham Pkwy, Pelham, Alabama 35124 United States	Pelham	Alabama	35124	225-771-8809	No
Corefitness Systems, Inc.	8 Saraland Blvd S, Saraland, Alabama 36571-2807 United States	Saraland	Alabama	36571-2807	251-308-1020	No
Baseline Fitness Louisiana, LLC	Selma, Alabama United States	Selma	Alabama	36701	225-771-8809	No
Excel Fitness AR PT, LLC	4317 S Pleasant Crossing Blvd, Ste 101, Rogers, Arkansas 72758-1347 United States	Rogers	Arkansas	72758-1347	479-307-7022	Yes
Hughes Fitness LLC	Hosking Ave & Hughes Ln, Bakersfield, California 93313 United States	Bakersfield	California	93313	661-374-8429	No
Elk Grove Fitness, LLC	8457 Elk Grove Blvd, Elk Grove, California 95758 United States	Elk Grove	California	95758	279-946-0370	Yes
Baseline Fitness MV, LLC	81691 CA-111, Indio, California 92201 United States	Indio	California	92201	760-241-4300	No
La Habra Blvd Fitness Group LLC	580 W La Habra Blvd, La Habra, California 90621 United States	La Habra	California	90621	562-383-0433	Yes
So Cal LA Mar Vista LLC	4046 S Centinela Ave, Los Angeles, California 90066-4907 United States	Los Angeles	California	90066-4907	213-749-1606	Yes
Menifee Fitness, LLC	27267 Newport Rd, Menifee, California 92586 United States	Menifee	California	92586	951-471-4999	Yes
Saber Gateway Ontario, LLC	4170 Ontario Ranch Rd, Ontario, California 91762 United States	Ontario	California	91762	840-237-5165	Yes
San Bernardino North Fitness, LLC	112 W 40th St, San Bernardino, California 92407-3819 United States	San Bernardino	California	92407-3819	909-381-1444	Yes
AGPCAL San Mateo, LLC	1850 S Norfolk St, San Mateo, California 94403-1102 United States	San Mateo	California	94403-1102	650-870-2700	Yes
Table 5, LLC	1849 S Lovers Ln, Visalia, California 93292 United States	Visalia	California	93292	559-697-5075	No
Baseline Colorado, LLC	15530 W 64th Ave, Ste F, Arvada, Colorado 80007-6874 United States	Arvada	Colorado	80007-6874	720-464-8664	Yes
Eclipse Fitness XXV, LLC	911 Lithia Pinecrest Rd, Brandon, Florida 33511-6120 United States	Brandon	Florida	33511-6120	352-624-7301	Yes
AGPFL Coral Springs, LLC	2101 N University Dr, Coral Springs, Florida 33071 United States	Coral Springs	Florida	33071	954-361-6007	No
Eclipse Fitness XXVII LLC	6419 Newberry Rd, Ste B-0016, Gainesville, Florida 32605-4365 United States	Gainesville	Florida	32605-4365	352-565-7750	Yes
GFP Hollywood LLC	101 S State Road 7, Hollywood, Florida 33023-6736 United States	Hollywood	Florida	33023-6736	305-690-9699	Yes

Franchisee	Address	City	State	Zip Code	Phone	Under ADA?
Panama City Beach Fitness LLC	7157 Front Beach Rd, Panama City Beach, Florida 32408 United States	Panama City Beach	Florida	32408	850-215-2173	No
Eclipse Fitness XXVI, LLC	10055 W Hillsborough Ave, Town N Country, Florida 33615-3000 United States	Town N Country	Florida	33615-3000	321-433-1331	Yes
Good Looking V, LLC	110 Prominence Point Pkwy, Canton, Georgia 30114 United States	Canton	Georgia	30114	470-764-3330	No
AP Dacula LLC	Harbins Rd & Courtney Renae Dr, Dacula, Georgia 30019 United States	Dacula	Georgia	30019	678-580-2079	Yes
CM3 Caldwell LLC	2901 Cleveland Blvd, Ste 102, Caldwell, Idaho 83605-4443 United States	Caldwell	Idaho	83605-4443	208-504-3034	Yes
CM3 Meridian LLC	1600 N Main St, Meridian, Idaho 83642-1709 United States	Meridian	Idaho	83642-1709	208-214-0015	Yes
W Lincoln Park Fitness LLC	1755 W Fullerton Ave, Chicago, Illinois 60614-1921 United States	Chicago	Illinois	60614-1921	773-281-6700	Yes
Montrose Avenue IL Fitness LLC	909 W Montrose Ave, Chicago, Illinois 60613-1410 United States	Chicago	Illinois	60613-1410	773-281-6700	Yes
BDP Waukegan IL 2, LLC	452 Lakehurst Rd, Waukegan, Illinois 60085 United States	Waukegan	Illinois	60085	847-249-9800	No
Keystone NFP Noblesville, LLC	16751 Clover Rd, Noblesville, Indiana 46060-3646 United States	Noblesville	Indiana	46060-3646	317-708-0880	Yes
CFP Manhattan LLC	465 E Poyntz Ave, Manhattan, Kansas 66502-5045 United States	Manhattan	Kansas	66502-5045	913-261-9351	No
United FP ROB, LLC	936 Girod St, New Orleans, Louisiana 70113 United States	New Orleans	Louisiana	70113	504-309-1600	Yes
AGPMD Upper Marlboro, LLC	7609 Crain Hwy, Upper Marlboro, Maryland 20772-4231 United States	Upper Marlboro	Maryland	20772-4231	240-545-9900	Yes
Alma FitMI LLC	1775 Wright Ave, Alma, Michigan 48801-1023 United States	Alma	Michigan	48801-1023	989-331-8470	No
Imlay City FitMI LLC	1993 Cedar St, Imlay City, Michigan 48444 United States	Imlay City	Michigan	48444	810-721-6520	No
EFG Lincoln Park, LLC	2100 Southfield Rd, Lincoln Park, Michigan 48146-2250 United States	Lincoln Park	Michigan	48146-2250	248-430-7925	Yes
Baseline Fitness Minnesota LLC	1505 Queens Dr, Ste 117, Woodbury, Minnesota 55125-1584 United States	Woodbury	Minnesota	55125-1584	651-330-4333	Yes
CFP Dilberville LLC	D?Iberville, Mississippi United States	D'Iberville	Mississippi	39540	601-600-2344	No
PMW Arnold LLC	1140 Jeffco Blvd, Arnold, Missouri 63010-2136 United States	Arnold	Missouri	63010-2136	314-346-9612	Yes
CFP Liberty LLC	Kansas City, Missouri United States	Kansas City	Missouri	64105	913-261-9351	No
Cornerstone Fitness of Butte, LLC	3825 Harrison Ave, Butte, Montana 59701-6810 United States	Butte	Montana	59701-6810	406-459-1381	No
Cornerstone Fitness of Kalispell, LLC	NEC ALT 93 and Hutton Ranch Rd, Kalispell, Montana 59901 United States	Kalispell	Montana	59901	406-926-1054	No
Whiby 27 Middlesex, LLC	125 Bound Brook Rd, Middlesex, New Jersey 08846-2202 United States	Middlesex	New Jersey	08846-2202	732-338-8609	Yes
251 Jericho Turnpike Fitness Group, LLC	Bellerose, New York United States	Bellerose	New York	11372	718-933-4670	Yes
120 5th Avenue Fitness Group LLC	120 5th Ave, Brooklyn, New York 11217-3226 United States	Brooklyn	New York	11217-3226	347-318-8488	Yes

Franchisee	Address	City	State	Zip Code	Phone	Under ADA?
Duffield Fitness Group, LLC	249 Duffield St, Brooklyn, New York 11201 United States	Brooklyn	New York	11201	718-852-0045	Yes
158 W. 27th Street Fitness Group, LLC	158 W 27th St, New York, New York 10001-6216 United States	New York	New York	10001-6216	212-268-2501	Yes
25 Broadway Fitness Group, LLC	25 Broadway, New York, New York 10004-1010 United States	New York	New York	10004-1010	646-216-3131	Yes
Excel Fitness NC PT, LLC	150 Blakely St, Clayton, North Carolina 27520 United States	Clayton	North Carolina	27520	984-374-0406	Yes
Excel Fitness NC PT, LLC	4723 NC-55, Durham, North Carolina 27713 United States	Durham	North Carolina	27713	984-374-0300	Yes
Excel Fitness NC PT, LLC	3924 Western Blvd, Raleigh, North Carolina 27606-1937 United States	Raleigh	North Carolina	27606-1937	919-647-9720	Yes
Excel Fitness NC PT, LLC	6540 Glenwood Ave, Raleigh, North Carolina 27612-7156 United States	Raleigh	North Carolina	27612-7156	919-647-4886	Yes
MFP Green Township LLC	5878 Harrison Ave, Cincinnati, Ohio 45248 United States	Cincinnati	Ohio	45248	513-843-4000	No
MFP Maineville LLC	Maineville, Ohio United States	Maineville	Ohio	45039	513-843-4000	No
Cambridge Fitness of Golden Gate, LLC	1594 Golden Gate Plz, Mayfield Heights, Ohio 44124 United States	Mayfield Heights	Ohio	44124	440-544-1999	No
Easy Mile US, LLC	1560 Coburg Rd, Eugene, Oregon 97401-4802 United States	Eugene	Oregon	97401-4802	541-656-4500	Yes
Easy Mile US, LLC	2650 NE Martin Luther King Jr Blvd, Portland, Oregon 97212-3734 United States	Portland	Oregon	97212-3734	541-656-4500	Yes
IFH TN Operations, LLC	455 Hwy 321 N, Lenoir City, Tennessee 37771-2064 United States	Lenoir City	Tennessee	37771-2064	865-635-4853	Yes
Evolution Management LLC	Abilene, Texas United States	Abilene	Texas		806-319-8583	No
Evolution Management LLC	Amarillo, Texas United States	Amarillo	Texas		806-319-8583	No
HFP Angletown, LLC	1201 N Velasco St, Angleton, Texas 77515-3282 United States	Angleton	Texas	77515-3282	281-968-1694	Yes
Excel Fitness TX PT, LLC	Celina, Texas United States	Celina	Texas		940-468-4054	No
HFP Cypress LLC	13140 Louetta Rd, Cypress, Texas 77429-5756 United States	Cypress	Texas	77429-5756	832-717-3509	No
HFP Maplewood, LLC	5665 Beechnut St, Houston, Texas 77096-1021 United States	Houston	Texas	77096-1021	281-619-5769	Yes
Excel Fitness TX PT, LLC	Melissa, Texas United States	Melissa	Texas		940-468-4054	No
Evolution Management LLC	Midland, Texas United States	Midland	Texas		806-319-8583	No
Excel Fitness TX PT, LLC	2801 US-180, Mineral Wells, Texas 76067 United States	Mineral Wells	Texas	76067	940-468-4054	No
Excel Fitness TX PT, LLC	2801 US-180, Mineral Wells, Texas 76067 United States	Mineral Wells	Texas	76067	940-468-4054	No
Excel Fitness TX PT, LLC	1920 TX-256 Loop, Palestine, Texas 75801 United States	Palestine	Texas	75801	940-468-4054	No
Excel Fitness TX PT, LLC	Princeton, Texas United States	Princeton	Texas		940-468-4054	No
Excel Fitness TX PT, LLC	Royse City, Texas United States	Royse City	Texas		940-468-4054	No
Excel Fitness TX PT, LLC	Terrell, Texas United States	Terrell	Texas		940-468-4054	No
Excel Fitness VA PT, LLC	460 Wythe Creek Rd, Poquoson, Virginia 23662-1936 United States	Poquoson	Virginia	23662-1936	757-274-0905	Yes

Franchisee	Address	City	State	Zip Code	Phone	Under ADA?
AGPWA Centralia, LLC	2000 Haviland St, Centralia, Washington 98531-1862 United States	Centralia	Washington	98531-1862	564-238-2200	Yes
Evolution Management LLC	2825 W Kennewick Ave, Kennewick, Washington 99336 United States	Kennewick	Washington	99336	509-515-7195	No
Core Fitness of Sammamish LLC	3066 228th Ave SE, Sammamish, Washington 98075 United States	Sammamish	Washington	98075	425-395-7837	Yes
AGPWA Seattle UW, LLC	809 NE 45th St, Seattle, Washington 98105-4712 United States	Seattle	Washington	98105-4712	564-238-2200	Yes
AGPWA Silverdale, LLC	9481 Silverdale Way Nw, Silverdale, Washington 98383-8523 United States	Silverdale	Washington	98383-8523	564-238-2200	Yes
Evolution Management LLC	4516 S Regal St, Spokane, Washington 99223 United States	Spokane	Washington	99223	509-515-7195	No
Fit SpokNorth, LLC	9534 N Newport Hwy, Spokane, Washington 99218-1219 United States	Spokane	Washington	99218-1219	509-862-4915	No
CFP Morgantown LLC	1001 Mountaineer Dr, Morgantown, West Virginia 26501-2277 United States	Morgantown	West Virginia	26501-2277	304-301-0684	No
JP Rice Lake, LLC	2500B South Main St, Rice Lake, Wisconsin 54868-2930 United States	Rice Lake	Wisconsin	54868-2930	534-223-1200	Yes
BDP Wauwatosa WI, LLC	3203 N Mayfair Rd, Wauwatosa, Wisconsin 53222 United States	Wauwatosa	Wisconsin	53222	414-279-8998	Yes

Corporate Locations
(open as of December 31, 2025)

Franchisee	Address	City	State	Zip Code	Phone Number
Planet Fitness Assetco LLC	1409 US Hwy 280	Phenix City	AL	36867	334-384-9975
Planet Fitness Assetco LLC	7860 Vaughn Rd	Montgomery	AL	36116	334-593-3327
Planet Fitness Assetco LLC	2883 E South Blvd	Montgomery	AL	36116	334-457-7080
Planet Fitness Assetco LLC	3530 Eastdale Circle	Montgomery	AL	36117	334-271-1600
Planet Fitness Assetco LLC	2431 Cobbs Ford Rd	Prattville	AL	36066	334-290-5060
Planet Fitness Assetco LLC	2500 Pepperell Pkwy	Opelika	AL	36801	334-325-9140
Planet Fitness Assetco LLC	148 Sunset Blvd	New Castle	DE	19720	(302) 501-7220
Planet Fitness Assetco LLC	301 Main St	Christiana	DE	19702	(302) 781-9100
Planet Fitness Assetco LLC	4221 Concord Pike	Wilmington	DE	19803	(302) 772-4333
Planet Fitness Assetco LLC	900 S Justison St	Wilmington	DE	19801	302-691-7844
Planet Fitness Assetco LLC	2201 Farrand Dr	Wilmington	DE	19808	(302) 483-7740
Planet Fitness Assetco LLC	2680 S Ferdon Blvd, Unit 101	Crestview	FL	32536	(850) 786-1145
Planet Fitness Assetco LLC	13003 Cortez Blvd	Brooksville	FL	34613	(352) 600-7701
Planet Fitness Assetco LLC	10139 S Federal Hwy	Port St. Lucie	FL	34952	772-446-9049
Planet Fitness Assetco LLC	2800-C Florida 71	Marianna	FL	32446	850-394-4952
Planet Fitness Assetco LLC	700 Cheney Hwy	Titusville	FL	32780	321-286-7471
Planet Fitness Assetco LLC	1433 S Dixie Fwy	New Smyrna Beach	FL	32168	386-444-3400
Planet Fitness Assetco LLC	1660 Hwy 41 North	Inverness	FL	34450	352-419-4241
Planet Fitness Assetco LLC	35884 US-27	Haines City	FL	33844	863-251-8260
Planet Fitness Assetco LLC	901 US Hwy 27	Sebring	FL	33870	863-658-1535
Planet Fitness Assetco LLC	9 Eagle Ridge Dr	Lake Wales	FL	33859	863-456-4095
Planet Fitness Assetco LLC	638 N Alafaya Trl	Orlando	FL	32828-7035	321-655-6310
Planet Fitness Assetco LLC	7910 Gall Blvd	Zephyrhills	FL	33541	813-355-3684
Planet Fitness Assetco LLC	6707 West Indiantown, Unit 45B	Jupiter	FL	33458	561-406-6651
Planet Fitness Assetco LLC	245 Crockett Blvd	Merritt Island	FL	32953	321-655-5860
Planet Fitness Assetco LLC	111 Towne Center Blvd	Sanford	FL	32771-7404	321-462-3420
Planet Fitness Assetco LLC	300 E State Road 434	Winter Springs	FL	32708-2624	321-329-8650
Planet Fitness Assetco LLC	17950 US-441	Summerfield	FL	34491	352-320-0670
Planet Fitness Assetco LLC	12225 US Highway 19	Bayonet Point	FL	34667-2061	727-378-7940
Planet Fitness Assetco LLC	6117 Wesley Grove Blvd	Wesley Chapel	FL	33544	813-527-6428
Planet Fitness Assetco LLC	8358 S Orange Blossom Trl	Orlando	FL	32809-7608	321-344-1192
Planet Fitness Assetco LLC	1555 W New Haven Ave	West Melbourne	FL	32904	321-329-6290
Planet Fitness Assetco LLC	2239 E Semoran Blvd	Apopka	FL	32703	321-989-3350
Planet Fitness Assetco LLC	280 S State Rd 434	Altamonte Springs	FL	32714	407-786-7373
Planet Fitness Assetco LLC	12471 South Orange Blossom Trail	Orlando	FL	32837	407-240-9177
Planet Fitness Assetco LLC	5130 Conway Rd	Orlando	FL	32812-1258	(407) 240-7473
Planet Fitness Assetco LLC	3005 W Lake Mary Blvd, Ste 105	Lake Mary	FL	32746	407-302-5657
Planet Fitness Assetco LLC	9930 Alt A1a	Palm Beach Gardens	FL	33410-4903	561-776-8930
Planet Fitness Assetco LLC	4020 13th St	St. Cloud	FL	34769	407-957-1846

Franchisee	Address	City	State	Zip Code	Phone Number
Planet Fitness Assetco LLC	10463 Southern Blvd	Royal Palm Beach	FL	33411	561-333-3833
Planet Fitness Assetco LLC	19 Alafaya Woods Blvd	Oviedo	FL	32765	407-365-4927
Planet Fitness Assetco LLC	1569 W Orange Blossom Trail	Apopka	FL	32712	407-410-0373
Planet Fitness Assetco LLC	860 Saxon Blvd	Orange City	FL	32763	386-228-2700
Planet Fitness Assetco LLC	10908 W Colonial Dr	Ocoee	FL	34761	407-905-3770
Planet Fitness Assetco LLC	41 SW Monterey Rd	Stuart	FL	34994	772-242-0152
Planet Fitness Assetco LLC	6221 N Hwy 1	Cocoa	FL	32927	321-576-9700
Planet Fitness Assetco LLC	505 S Chickasaw Trail	Orlando	FL	32825	(407) 373-7770
Planet Fitness Assetco LLC	5920 Metropolis Way	Orlando	FL	32811	407-722-7700
Planet Fitness Assetco LLC	4933 S US Highway 1	Fort Pierce	FL	34982	772-242-0148
Planet Fitness Assetco LLC	8956 Turkey Lake Rd, Ste 1000	Orlando	FL	32819	407-608-7700
Planet Fitness Assetco LLC	3107 W Vine St	Kissimmee	FL	34741	407-483-9898
Planet Fitness Assetco LLC	3203 E Colonial Dr, Unit E20	Orlando	FL	32803	407-480-5400
Planet Fitness Assetco LLC	1225 US-1, Ste 2	Vero Beach	FL	32962	772-253-2191
Planet Fitness Assetco LLC	160 Malabar Rd	Palm Bay	FL	32907	321-327-2970
Planet Fitness Assetco LLC	5975 Mobile Hwy	Pensacola	FL	32526	850-607-6800
Planet Fitness Assetco LLC	3225 SW Port St Lucie Blvd	Port St. Lucie	FL	34953	772-807-1290
Planet Fitness Assetco LLC	6241 N Davis Hwy	Pensacola	FL	32504	850-912-8484
Planet Fitness Assetco LLC	9 W Gore St	Orlando	FL	32801	407-985-4349
Planet Fitness Assetco LLC	300 Mary Esther Blvd	Mary Esther	FL	32569	850-226-6785
Planet Fitness Assetco LLC	6488 Lake Worth Rd	Lake Worth	FL	33463-3008	561-228-4858
Planet Fitness Assetco LLC	4637 Sunray Dr	Holiday	FL	34690-3807	727-935-4818
Planet Fitness Assetco LLC	7731 S Dixie Hwy	West Palm Beach	FL	33405-4817	561 547-0104
Planet Fitness Assetco LLC	6522 Caroline St	Milton	FL	32570-4778	(850) 786-2420
Planet Fitness Assetco LLC	14550 S Military Trail	Delray Beach	FL	33484	561-501-6180
Planet Fitness Assetco LLC	5335 N Military Trail, Ste 20	West Palm Beach	FL	33407	561-530-4143
Planet Fitness Assetco LLC	312 E Nine Mile Rd	Pensacola	FL	32514	850-607-6096
Planet Fitness Assetco LLC	9764 S Military Trail	Boynton Beach	FL	33436	561- 810-5520
Planet Fitness Assetco LLC	735 N 14th St	Leesburg	FL	34748	352-460-4068
Planet Fitness Assetco LLC	2830 S Bay St	Eustis	FL	32726	352-308-8907
Planet Fitness Assetco LLC	16861 Persimmon Blvd West	Westlake	FL	33470	561-247-6500
Planet Fitness Assetco LLC	11156 Spring Hill Dr	Spring Hill	FL	34609	(352)614-1653
Planet Fitness Assetco LLC	2620 US Hwy 27 South	Clermont	FL	34711	352-432-5109
Planet Fitness Assetco LLC	368 Havendale Blvd	Auburndale	FL	33823	863-268-8925
Planet Fitness Assetco LLC	2800 SW 24th Ave	Ocala	FL	34471	(352) 547-8866
Planet Fitness Assetco LLC	5857 S Congress Ave	Lantana	FL	33462	561-459-4966
Planet Fitness Assetco LLC	4560 Forest Hill Boulevard	West Palm Beach	FL	33415	561-288-2042
Planet Fitness Assetco LLC	908 Lee Rd	Orlando	FL	32810	407-821-3491
Planet Fitness Assetco LLC	2009 S Us Highway 1	Fort Pierce	FL	34950-5149	772-253-2890
Planet Fitness Assetco LLC	3761 Military Trail	Jupiter	FL	33458	561-972-4894
Planet Fitness Assetco LLC	1093 Highway 19 North	Thomaston	GA	30286	706-938-0610
Planet Fitness Assetco LLC	1353 Sam Nunn Pkwy	Perry	GA	31069	478-224-1348
Planet Fitness Assetco LLC	1945 Veterans Blvd	Dublin	GA	31021	478-205-5416
Planet Fitness Assetco LLC	2142 E Victory Dr	Savannah	GA	31404	912-335-2062
Planet Fitness Assetco LLC	950-984 Sunset Blvd	Jesup	GA	31545	912-385-2786
Planet Fitness Assetco LLC	617 E First St	Vidalia	GA	30474	912-805-2036
Planet Fitness Assetco LLC	2803 Wrightsboro Rd	Augusta	GA	30909	706-504-4311

Franchisee	Address	City	State	Zip Code	Phone Number
Planet Fitness Assetco LLC	3648 Eisenhower Pkwy	Macon	GA	31206	478-292-6590
Planet Fitness Assetco LLC	1610 E Forsyth St	Americus	GA	31709-3888	229-355-2950
Planet Fitness Assetco LLC	2418 Sylvester Rd	Albany	GA	31705	229-351-2363
Planet Fitness Assetco LLC	160 Tom Hill Sr Blvd	Macon	GA	31210	478-254-8970
Planet Fitness Assetco LLC	816 Russell Pkwy	Warner Robins	GA	31088-6059	478-302-5650
Planet Fitness Assetco LLC	3609 Ogeechee Rd	Savannah	GA	31405-2590	912-231-3733
Planet Fitness Assetco LLC	4519 Woodruff Rd Ste 5	Columbus	GA	31904-6093	706-221-3480
Planet Fitness Assetco LLC	2115 Windsor Spring Rd	Augusta	GA	30906	706-364-9910
Planet Fitness Assetco LLC	167 Mall Blvd	Brunswick	GA	31525	912-275-7209
Planet Fitness Assetco LLC	5596 Milgen Rd Ste 300	Columbus	GA	31907-1881	706-568-8834
Planet Fitness Assetco LLC	147 W Hendry St	Hinesville	GA	31313	912-432-7950
Planet Fitness Assetco LLC	430 Northside Drive E	Statesboro	GA	30458	912-521-8430
Planet Fitness Assetco LLC	200 Tanger Outlets Blvd	Pooler	GA	31322	(912)239-5350
Planet Fitness Assetco LLC	1100 Eisenhower Dr	Savannah	GA	31406	912-200-4150
Planet Fitness Assetco LLC	5918 Ogeechee Rd	Savannah	GA	31419	912-401-0170
Planet Fitness Assetco LLC	5633 GA Hwy 21 S	Rincon	GA	31326	912-295-5188
Planet Fitness Assetco LLC	2400 N Columbia St	Milledgeville	GA	31061	478-295-1032
Planet Fitness Assetco LLC	1016 N Westover Blvd	Albany	GA	31707	229-483-7521
Planet Fitness Assetco LLC	69 Haverhill Rd	Amesbury	MA	01913	978-388-4636
Planet Fitness Assetco LLC	20 Archmeadow Dr	Danvers	MA	01923	978-774-4144
Planet Fitness Assetco LLC	29 Traders Way	Salem	MA	01970	978-744-4449
Planet Fitness Assetco LLC	17 Winter St	Boston	MA	02108	617-482-1210
Planet Fitness Assetco LLC	27 East Ave	Lewiston	ME	04240	207-910-7370
Planet Fitness Assetco LLC	635 Broadway	Bangor	ME	04401	207-262-5800
Planet Fitness Assetco LLC	251 Kennedy Memorial Dr	Waterville	ME	04901	207-873-0040
Planet Fitness Assetco LLC	1364 Main St	Sanford	ME	04073-3660	207-324-2100
Planet Fitness Assetco LLC	730 Center St, Unit 1B	Auburn	ME	04210	(207) 241-8156
Planet Fitness Assetco LLC	147 Bath Rd	Brunswick	ME	04011	207-768-7040
Planet Fitness Assetco LLC	8700 Pineville-Matthews Rd	Pineville	NC	28226	980-498-6613
Planet Fitness Assetco LLC	153 Smokey Park Hwy	Asheville	NC	28806	828-633-6492
Planet Fitness Assetco LLC	201 S Tryon St	Charlotte	NC	28202-3212	980-949-7342
Planet Fitness Assetco LLC	330 Spindale Plaza Dr	Spindale	NC	28160	828-375-0027
Planet Fitness Assetco LLC	8620 Camfield St	Charlotte	NC	28277	980-225-7527
Planet Fitness Assetco LLC	6908 Matthews-Mint Hill Rd	Mint Hill	NC	28227	984-254-5970
Planet Fitness Assetco LLC	2924 Mt Holly Huntersville Rd	Charlotte	NC	28214-9396	980-380-3010
Planet Fitness Assetco LLC	10052 E Independence Blvd	Matthews	NC	28105	980-339-5257
Planet Fitness Assetco LLC	2401 Whitehall Park Dr, Ste 500	Charlotte	NC	28273	704-583-0555
Planet Fitness Assetco LLC	10215 University City Blvd, B	Charlotte	NC	28213	704-548-2722
Planet Fitness Assetco LLC	3301 Freedom Dr, Ste 600	Charlotte	NC	28208	704-398-9228
Planet Fitness Assetco LLC	6025 South Blvd	Charlotte	NC	28217	704-965-3852
Planet Fitness Assetco LLC	19706 One Norman Blvd, A	Cornelius	NC	28031	980-689-5078
Planet Fitness Assetco LLC	5404 Central Ave	Charlotte	NC	28212	704-615-9134
Planet Fitness Assetco LLC	637 Spartanburg Hwy	Hendersonville	NC	28792	828-513-5097
Planet Fitness Assetco LLC	2623 Hendersonville Rd	Arden	NC	28704	828-676-2116
Planet Fitness Assetco LLC	2620 E Main St	Lincolnton	NC	28092	980-350-5490
Planet Fitness Assetco LLC	216 Washington St	Claremont	NH	03743	603-441-5940
Planet Fitness Assetco LLC	250 N Plainfield Rd	West Lebanon	NH	03784	603-948-4180

Franchisee	Address	City	State	Zip Code	Phone Number
Planet Fitness Assetco LLC	4 Orchard View Dr	Londonderry	NH	03053	(603) 816-8788
Planet Fitness Assetco LLC	281 Daniel Webster Hwy	Nashua	NH	03060-5712	603-696-3980
Planet Fitness Assetco LLC	1292 Hooksett Rd	Hooksett	NH	03106-1867	603-948-4030
Planet Fitness Assetco LLC	5 Colby Ct	Bedford	NH	03110	603-696-5530
Planet Fitness Assetco LLC	898 Central Ave	Dover	NH	03820	603-743-4653
Planet Fitness Assetco LLC	306 N Main St	Rochester	NH	03867-4353	603-335-8600
Planet Fitness Assetco LLC	89 Fort Eddy Rd	Concord	NH	03301	603-228-8680
Planet Fitness Assetco LLC	775 Lafayette Rd	Portsmouth	NH	03801	603-436-5797
Planet Fitness Assetco LLC	713 Huse Rd	Manchester	NH	03103-2302	603-621-9919
Planet Fitness Assetco LLC	99 Eddy Rd	Manchester	NH	03102-3226	603-627-5566
Planet Fitness Assetco LLC	96 Daniel Webster Hwy	Belmont	NH	03220	603-524-9200
Planet Fitness Assetco LLC	58 Plaistow Rd	Plaistow	NH	03865	603-382-0200
Planet Fitness Assetco LLC	55 Crystal Ave, Ste 402	Derry	NH	03038	603-421-2990
Planet Fitness Assetco LLC	15 Freetown Rd	Raymond	NH	03077	603-895-6981
Planet Fitness Assetco LLC	20 Portsmouth Ave	Stratham	NH	03885	603-772-4777
Planet Fitness Assetco LLC	54 Calef Hwy	Lee	NH	03861	603-868-1930
Planet Fitness Assetco LLC	123 NH-101A Spc E	Amherst	NH	03031	603-816-3555
Planet Fitness Assetco LLC	150 Coliseum Ave	Nashua	NH	03063	603-816-6116
Planet Fitness Assetco LLC	553 S Mast Rd	Goffstown	NH	03045	603-792-1920
Planet Fitness Assetco LLC	325 Lafayette Rd	Seabrook	NH	03874	603-760-7001
Planet Fitness Assetco LLC	360 Daniel Webster Hwy, Ste103	Merrimack	NH	03054	(603) 717-3446
Planet Fitness Assetco LLC	1919 Route 35	Wall Township	NJ	07719	(732) 449-2500
Planet Fitness Assetco LLC	1100 NJ-35	Ocean Township	NJ	07712	732-852-5587
Planet Fitness Assetco LLC	4075 US-9	Howell Township	NJ	07731	848-323-0160
Planet Fitness Assetco LLC	931 Fischer Blvd	Toms River	NJ	08753	732-270-6300
Planet Fitness Assetco LLC	175 Avenue A	Bayonne	NJ	07002	201-858-4444
Planet Fitness Assetco LLC	55 Brick Blvd	Brick	NJ	08723	732-477-0499
Planet Fitness Assetco LLC	561 US Hwy 1	Edison	NJ	08817	732-339-1730
Planet Fitness Assetco LLC	1026 Broad St, #15	Shrewsbury	NJ	07702	732-542-4040
Planet Fitness Assetco LLC	605 Washington St	Hoboken	NJ	07030	201-377-1125
Planet Fitness Assetco LLC	1 Route 37 West	Toms River	NJ	08755	732-244-2066
Planet Fitness Assetco LLC	3499 Route 9	Freehold	NJ	07728	732-845-4555
Planet Fitness Assetco LLC	3010 State Rt 35 S	Hazlet	NJ	07730	732-264-8300
Planet Fitness Assetco LLC	400 S New Prospect Rd	Jackson	NJ	08527	848-373-9211
Planet Fitness Assetco LLC	1930 Route 88, Ste 24	Brick	NJ	08724	(732) 475-7166
Planet Fitness Assetco LLC	164 US-9	Englishtown	NJ	07726	(732) 414-2460
Planet Fitness Assetco LLC	500 Route 35	Middletown	NJ	07748	(732) 924-5010
Planet Fitness Assetco LLC	770 Lighthouse Dr	Barnegat	NJ	08005	(609) 549-6474
Planet Fitness Assetco LLC	2162 Nesconset Highway	Stony Brook	NY	11790	(631)-246-3317
Planet Fitness Assetco LLC	475 NY-17M	Monroe	NY	10950	845-751-3600
Planet Fitness Assetco LLC	284-296 Burnside Ave	Lawrence	NY	11559	516-758-0645
Planet Fitness Assetco LLC	321 Middle Country Rd	Selden	NY	11784	(631) 880-5155
Planet Fitness Assetco LLC	18 Westage Dr	Fishkill	NY	12524	(845)379-9280
Planet Fitness Assetco LLC	2020 Jericho Tpke	Commack	NY	11725	631-980-4673
Planet Fitness Assetco LLC	399 Route 112	Patchogue	NY	11772-1849	((631) 908-6882
Planet Fitness Assetco LLC	374 Windsor Hwy, Ste 160	New Windsor	NY	12553	845-247-5549

Franchisee	Address	City	State	Zip Code	Phone Number
Planet Fitness Assetco LLC	1630 Merrick Rd	Merrick	NY	11566-4538	516-604-3152
Planet Fitness Assetco LLC	533 W Montauk Hwy	West Babylon	NY	11704-8308	631-810-3644
Planet Fitness Assetco LLC	40 Manetto Hill Mall	Plainview	NY	11803-1302	516-842-5490
Planet Fitness Assetco LLC	156 Dolson Ave	Middletown	NY	10940	845-307-5520
Planet Fitness Assetco LLC	1401 NY-300	Newburgh	NY	12550	845-379-9250
Planet Fitness Assetco LLC	1250 Corporate Dr	Westbury	NY	11590	(516) 904-4590
Planet Fitness Assetco LLC	3675 Albany Post Rd	Poughkeepsie	NY	12601	845-473-8000
Planet Fitness Assetco LLC	1572 Route 9	Wappingers Falls	NY	12590	845-298-8100
Planet Fitness Assetco LLC	250 W Montauk Hwy	Hampton Bays	NY	11946	631-723-3174
Planet Fitness Assetco LLC	81 Centereach Mall	Centereach	NY	11720-2747	631-737-1987
Planet Fitness Assetco LLC	30 Gibbs Court	Middletown	NY	10940	845-343-9800
Planet Fitness Assetco LLC	177A Old Country Road	Carle Place	NY	11514	516-741-4320
Planet Fitness Assetco LLC	39 N Plank Rd	Newburgh	NY	12550	845-565-4500
Planet Fitness Assetco LLC	894 Sunrise Hwy A	Bay Shore	NY	11706	631-206-2950
Planet Fitness Assetco LLC	1839 Main St	Peekskill	NY	10566	914-930-1200
Planet Fitness Assetco LLC	810 Miron Ln	Kingston	NY	12401-1565	845-336-4500
Planet Fitness Assetco LLC	1040 S Broadway	Hicksville	NY	11801-5027	516-861-2109
Planet Fitness Assetco LLC	25 Ruland Rd	Melville	NY	11747-4203	631-501-2810
Planet Fitness Assetco LLC	1160 Old Country Rd	Riverhead	NY	11901	631-369-6200
Planet Fitness Assetco LLC	295 Route 25A	Rocky Point	NY	11778	631-821-3400
Planet Fitness Assetco LLC	3025 Hempstead Tpke	Levittown	NY	11756	516-605-1270
Planet Fitness Assetco LLC	22 Taconic Center Ln	LaGrange	NY	12540	845-592-4414
Planet Fitness Assetco LLC	923 Carmans Rd	Massapequa	NY	11758	(934) 300-4287
Planet Fitness Assetco LLC	160 Fairview Ave, Ste 81	Hudson	NY	12534	518-822-8200
Planet Fitness Assetco LLC	542 Patchogue Rd	Port Jefferson Stn	NY	11776	631-743-9546
Planet Fitness Assetco LLC	700 Patchogue Yaphank Rd	Medford	NY	11763-2206	631-205-1100
Planet Fitness Assetco LLC	38 Great Neck Rd	Great Neck	NY	11021-3305	516-918-9600
Planet Fitness Assetco LLC	240 Motor Pkwy	Hauppauge	NY	11788	(631) 231-5300
Planet Fitness Assetco LLC	480 Suffolk Ave	Brentwood	NY	11717	631-309-4043
Planet Fitness Assetco LLC	777 Pulaski Rd	Greenlawn	NY	11740	(631) 606-4900
Planet Fitness Assetco LLC	999 Montauk Hwy	Shirley	NY	11967-2130	631-459-5230
Planet Fitness Assetco LLC	585 Portion Road	Lake Ronkonkoma	NY	11779	631-619-2800
Planet Fitness Assetco LLC	54 Ira Rd	Syosset	NY	11791-3503	516 588-7964
Planet Fitness Assetco LLC	1253 Deer Park Ave	North Babylon	NY	11703	631-540-0520
Planet Fitness Assetco LLC	972 W Erie Plaza Dr	Erie	PA	16505	(814) 258-4223
Planet Fitness Assetco LLC	2677 MacArthur Commons	Whitehall	PA	18052	484-838-7172
Planet Fitness Assetco LLC	453 Wilkes Barre Township Blvd	Wilkes-Barre	PA	18702	570-266-7412
Planet Fitness Assetco LLC	245 Glen Dr	Manchester	PA	17345-1335	717-744-2350
Planet Fitness Assetco LLC	1199 Texas Palmyra Hwy	Honesdale	PA	18431-7678	570-931-3690

Franchisee	Address	City	State	Zip Code	Phone Number
Planet Fitness Assetco LLC	1510 S Main Ave	Scranton	PA	18504	272-227-2430
Planet Fitness Assetco LLC	1248 Greensprings Dr	York	PA	17402	717-751-2370
Planet Fitness Assetco LLC	784 Street Rd	Warminster	PA	18974	215-674-5174
Planet Fitness Assetco LLC	21 Gateway Shopping Center, Unit B	Edwardsville	PA	18704	570-287-0800
Planet Fitness Assetco LLC	1624 Nay Aug Ave	Scranton	PA	18509	570-348-9599
Planet Fitness Assetco LLC	2130 White St	York	PA	17404-4954	717-747-1481
Planet Fitness Assetco LLC	1531 Main St	Peckville	PA	18452	570-489-5133
Planet Fitness Assetco LLC	1400 N Charlotte St	Pottstown	PA	19464	610-718-1124
Planet Fitness Assetco LLC	150 E Pennsylvania Ave	Downingtown	PA	19335	610-269-4780
Planet Fitness Assetco LLC	1920 Edinboro Rd	Erie	PA	16509	814-866-0110
Planet Fitness Assetco LLC	781 Baltimore St	Hanover	PA	17331	717-633-1001
Planet Fitness Assetco LLC	1332 Hanover Ave	Allentown	PA	18109	610-432-6660
Planet Fitness Assetco LLC	1818 N Township Blvd	Pittston	PA	18640	570-654-0110
Planet Fitness Assetco LLC	Century Square Shopping Center, 3505 Mountain View Dr	West Mifflin	PA	15122	412-892-5080
Planet Fitness Assetco LLC	Edgewood Towne Center, 1635 S Braddock Ave	Pittsburgh	PA	15218	412-244-3440
Planet Fitness Assetco LLC	111 Hulst Dr	Matamoras	PA	18336	845-858-9800
Planet Fitness Assetco LLC	5280 State Route 30, Suite 01A	Greensburg	PA	15601	724-834-0700
Planet Fitness Assetco LLC	4510 Buffalo Rd	Erie	PA	16510	(814) 258-6697
Planet Fitness Assetco LLC	332 Robert Smalls Pkwy	Beaufort	SC	29906	843-379-2550
Planet Fitness Assetco LLC	50 Burnt Church Rd, Ste 100F	Bluffton	SC	29910	(843)380-9510
Planet Fitness Assetco LLC	1049 Glenforest Rd	Myrtle Beach	SC	29579	843-796-1014
Planet Fitness Assetco LLC	1127 Knox Ave	North Augusta	SC	29841	(803) 349-4560
Planet Fitness Assetco LLC	1145 N Fraser St	Georgetown	SC	29440	843-897-2903
Planet Fitness Assetco LLC	110 Bilo Dr	Moncks Corner	SC	29461-3963	843-380-8110
Planet Fitness Assetco LLC	95 Mathews Dr	Hilton Head Island	SC	29926	843-715-3161
Planet Fitness Assetco LLC	1818 Woodruff Rd	Greenville	SC	29607	864-412-8320
Planet Fitness Assetco LLC	804 E Liberty St	York	SC	29745	803-818-5691
Planet Fitness Assetco LLC	238 Latitude Ln	Lake Wylie	SC	29710-8113	803-877-5120
Planet Fitness Assetco LLC	1613 S Irby St	Florence	SC	29505-3411	843-625-6120
Planet Fitness Assetco LLC	1013 W Floyd Baker Blvd	Gaffney	SC	29341-1409	864-453-7950
Planet Fitness Assetco LLC	204 Radford Blvd, Ste 234	Dillon	SC	29536	843-439-8803
Planet Fitness Assetco LLC	508 Lamar Hwy	Darlington	SC	29532-4900	843-386-5260
Planet Fitness Assetco LLC	5020 Dick Pond Rd	Myrtle Beach	SC	29588-6814	843-625-3990
Planet Fitness Assetco LLC	5101 Ashley Phosphate Rd, Ste 107	North Charleston	SC	29418-2832	843-738-0520
Planet Fitness Assetco LLC	1341 College Park Rd	Summerville	SC	29486-8679	854-231-8030
Planet Fitness Assetco LLC	2070 Sam Rittenberg Blvd	Charleston	SC	29407	843-852-2685
Planet Fitness Assetco LLC	421 Bush River Rd	Columbia	SC	29210	803-750-7515
Planet Fitness Assetco LLC	7531 Garners Ferry Rd, B	Columbia	SC	29209	803-776-5820
Planet Fitness Assetco LLC	2150 Northwoods Blvd	North Charleston	SC	29406	843-553-2991
Planet Fitness Assetco LLC	101 Verdae Blvd	Greenville	SC	29607-3832	864-627-4008
Planet Fitness Assetco LLC	2600 David H McLeod Blvd	Florence	SC	29501	843-661-0203

Franchisee	Address	City	State	Zip Code	Phone Number
Planet Fitness Assetco LLC	1145 Seaboard St	Myrtle Beach	SC	29577	(843) 444-4335
Planet Fitness Assetco LLC	1200 E Main St	Spartanburg	SC	29307	864-308-8181
Planet Fitness Assetco LLC	2300 Church St	Conway	SC	29526-2929	843-365-5550
Planet Fitness Assetco LLC	2100 Wade Hampton Blvd	Greenville	SC	29615-1039	864-292-5552
Planet Fitness Assetco LLC	601 Belle Station Blvd	Mount Pleasant	SC	29464	843-388-8288
Planet Fitness Assetco LLC	501 Mall Dr	Murrells Inlet	SC	29576	843-299-0609
Planet Fitness Assetco LLC	300 Harrison Bridge Rd	Simpsonville	SC	29680	864-688-2980
Planet Fitness Assetco LLC	214 St James Ave	Goose Creek	SC	29445	843-212-3059
Planet Fitness Assetco LLC	560 Whiteford Way	Lexington	SC	29072	(803) 399-1470
Planet Fitness Assetco LLC	860 Folly Rd	Charleston	SC	29412	(843) 380-8390
Planet Fitness Assetco LLC	805 W Wade Hampton Blvd	Greer	SC	29650	864-655-7484
Planet Fitness Assetco LLC	368 E 5th North St	Summerville	SC	29483	843-285-5595
Planet Fitness Assetco LLC	5060 Dorchester Rd	North Charleston	SC	29418	843-793-2785
Planet Fitness Assetco LLC	3379 Hwy 9 East	Little River	SC	29566	843-380-6270
Planet Fitness Assetco LLC	1450 WO Ezell Blvd	Spartanburg	SC	29301	864-576-1900
Planet Fitness Assetco LLC	580 W Marion Rd	Greenville	SC	29617	864-729-4429
Planet Fitness Assetco LLC	282 Berlin Mall Rd	Berlin	VT	05602	(802) 255-4980
Planet Fitness Assetco LLC	90 Shopping Plaza Rd	Rutland	VT	05701-5204	802-500-3750

LIST OF FRANCHISEES THAT LEFT THE SYSTEM
(as of December 31, 2025)

The following is a list of the name, city and state, and current business telephone number, or if unknown, the last known home telephone number, of every **PLANET FITNESS** franchisee who had an outlet terminated, canceled, not renewed, transferred, or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the last fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document:

Owner	City, State	Phone Number	Number of Units Transferred, Closed, Etc.	Number Under ADA
AGPFL Margate, LLC*	Margate, FL	410-252-8058	1	0
PMW Shrewsbury LLC*	Shrewsbury, MO	914-329-9809	1	0
IFH NM Operations, Inc. *	Albuquerque, NM	505-785-0944	2	0
158 W. 27th Street Fitness Group, LLC* Duffield Fitness Group, LLC* 25 Broadway Fitness Group, LLC*	New York, NY	914-620-9900	3	3
CM3 Bountiful, LLC*	Bountiful, UT	603-490-0088	1	0
HFP Cypress LLC*	Houston, TX	713-521-1818	1	1
Kevin Windham Dorothy Windham	Centreville, Mississippi	601-300-0488	14	0
Keith Masden John Vicari Michelle Vicari	Cogan Station, Pennsylvania Reading, Pennsylvania	570-478-0844 610-698-5077	1	0
Farrukh Zafar Muhammad Ghanchi Danish Babar	Corona, California	585-490-7944 (917) 686-7679	2	0
Dave Weber	Alexandria, Virginia	202-415-2193	1	0
Daniel P. Horan Michael J. Horan	Lafayette Hill, Pennsylvania	610-984-3513	21	11
JF Fitness, LLC	St. Augustine, Florida	845-527-6856	3	0
Julian Monterosso Lisa Monterosso	Northville, Michigan	248-277-8543	10	0
Michael Petersen	Las Vegas, NV	949-300-0698	1	0
Bravo Fit, LLC	Lake Oswego, OR	714-269-7579	17	15
LLMT, LLC	Baldwinville, MA	508-292-7182	1	0
FJMPF Colorado Springs, LLC	Colorado Springs, CO	415-710-7227	3	0

*This franchisee ceased doing business under a Franchise Agreement. All other franchises listed above were transferred

The following is a list of the name, city and state, and current business telephone number, or if unknown, the last known home telephone number, of every **PLANET FITNESS** area developer whose area development agreement was terminated without having opened at least one outlet:

Area Developer	**City, State**	**Phone Number**
Easy Mile US, LLC	Boston, MA	802-291-0800
AGPTN, LLC	Timonium, MD	410-252-8058
Bravofit, LLC	Lake Oswego, Oregon	714-269-7579
Baseline Fitness, LLC	Fargo, ND	701-356-1045

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

4902-0054-5710, v. 2

PLANET FITNESS®

EXHIBIT “J”
TO THE DISCLOSURE DOCUMENT

GENERAL RELEASE

GENERAL RELEASE

This General Release ("Release") is made and entered into on this ____ day of _____, 20___ by the entities executing this Release as "Franchisees" on the signature pages hereto (collectively, "Franchisees"), the entities executing this Release as "Area Developers" on the signature pages hereto (collectively, "Area Developers"), and the individuals and entities executing this Release as "Owners" on the signature pages hereto (collectively, "Owners").

WHEREAS, Planet Fitness Franchising LLC ("Franchisor") and Franchisees are parties to one or more existing Planet Fitness Franchise Agreements (the "Franchise Agreements"), each granting one of the Franchisees the right to operate a PLANET FITNESS business under Franchisor's proprietary marks and system at a certain location;

WHEREAS, Franchisor and Area Developers are parties to one or more existing Planet Fitness Area Development Agreements (the "Development Agreements", or together with the Franchise Agreements the "Prior Agreements"), each granting one of the Area Developers the right to develop a specified number of PLANET FITNESS businesses in a designated development area;

WHEREAS, Franchisees, Area Developers, or their affiliates wish to obtain the grant from Franchisor of additional franchises or development rights (the "New Rights"); and

WHEREAS, Franchisor requires this general release from Franchisees, Area Developers, and Owners, described above, as a condition for granting such rights.

NOW THEREFORE, in consideration of the New Rights and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Release. Franchisees, Area Developers, and Owners, for themselves and their successors, predecessors, assigns, shareholders, partners, members, owners, subsidiaries, parents and affiliates, and their respective beneficiaries, executors, trustees, agents, representatives, employees, officers and directors (jointly and severally, the "Releasors"), irrevocably and absolutely release and forever discharge Franchisor and its successors, predecessors, assigns, shareholders, partners, members, owners, subsidiaries, parents and affiliates, and its and their beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, and insurers (jointly and severally, the "Releasees"), of and from all claims, obligations, demands, suits, benefits, debts, liabilities, obligations, costs, expenses, attorneys' fees, actions or causes of action (however denominated), whether in law, statute, or in equity, and whether known or unknown, present or contingent, for any injury, damage, or loss whatsoever arising from any acts or occurrences occurring as of or prior to the date of this Release, including, but not limited to, those relating to the Prior Agreements, the businesses operated under the Prior Agreements, the dealings between the Parties, and/or any other previously existing agreement between any of the Releasees and any of the Releasors, including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Prior Agreements or any other agreement (collectively, "Claims"). Franchisees, Area Developers, and Owners, for themselves and the other Releasors, also covenant not to sue or otherwise bring a claim against any of the Releasees regarding any of the Claims being released under this Release. This Release does not apply to the New Rights or any offer, grant or sale of franchise or development rights to Franchisees or Owners from this day forward.

2. Representations and Warranties. Franchisees, Area Developers and Owners hereby represent, warrant and covenant to the Franchisor that:

    a. There are no claims, charges, lawsuits, or any similar matters of any kind filed by the Releasors or on their behalf or for their benefit presently pending against the Releasees, or any of them, in any forum whatsoever, including, without limitation, in any state or federal court, or before any federal, state, or local administrative agency, board, or governing body. They are unaware

of any Claims the Releasors have against the Releasees which are not released herein. The Releasors will not commence any civil action against Releasees in the future based on acts, transactions, occurrences, or omissions known or unknown to them at the date of the execution of this Release. Franchisees, Area Developers and Owners further represent and warrant that the Releasors have not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, corporation or entity any claim, charge, lawsuit, or any similar matter of any kind herein released.

b. As of the date of this Release, Franchisees, Area Developers and Owners constitute each and every entity (i) in which any of the Releasors have an interest related to any agreement with Franchisor and (ii) that is party to an agreement with any of the Releasees, except for Excluded Affiliates (defined below). In the event that there is a breach of this representation and warranty by any of the Releasors, such entity shall be bound by the terms and conditions of Section 1 of this Release as if such entity were a party hereto and the Owners and such entity shall immediately execute a release in the same form as contained in Section 1 hereof on behalf of all such entities. "Excluded Affiliates" are affiliates, parents, and subsidiaries with ultimate owners that are not part of the ownership structure of Franchisees and Area Developers and will not receive any consideration or value from the New Rights.

c. Each party whose signature is affixed hereto is duly authorized to execute this Release on behalf of and to bind the entity on whose behalf their signature is affixed.

d. Collectively, the Franchisees, Area Developers and Owners have the authority and due authorization to release all Claims on behalf of all Releasors.

e. Franchisees, Area Developers and Owners, jointly and severally, shall indemnify and hold harmless the Releasees from any and all loss or damage, including but not limited to the cost of litigation with any Releasor and any related judgment or settlement, and reasonable attorneys' fees, incurred as result of a breach of any of the representations and warranties in this Section 2.

3. Acknowledgement of Release of Unknown Claims. Franchisees, Area Developers and Owners hereby acknowledge that the release of claims set forth in Section 1 is intended to be a full and unconditional general release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the Releasors against the Releasees. In making this voluntary express waiver, Franchisees, Area Developers and Owners acknowledge that claims or facts in addition to or different from those which are now known to exist may later be discovered and that it is their intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. Each Franchisee, Area Developer and Owner expressly acknowledges that they are familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Each of the Franchisees, Area Developers and Owners hereby specifically and expressly waive on behalf of themselves and the other Releasors all rights that they may have under Section 1542 of the California Civil Code or any similar provision of law in any other jurisdiction. This Release is and shall be and remain a full, complete and unconditional general release. Franchisees, Area Developers and Owners further acknowledge and agree that no violation of this Release shall void the releases set forth in this Release.

4. Voluntary Nature. Franchisees, Area Developers and Owners acknowledge and agree that they have entered into this Release voluntarily and without any coercion. Franchisees, Area Developers and

Owners further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Release, and they fully understand and voluntarily accept the terms.

5. Governing Law and Choice of Forum. This Release shall be governed by the laws of the State of New Hampshire, without reference to its conflicts of laws provisions. Franchisees, Area Developers and Owners: (a) agree that any legal proceeding relating to this Release or the enforcement of any provision of this Release shall be brought or otherwise commenced only in the State or Federal courts of the State of New Hampshire, (b) irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction of or venue in such courts, and (c) **WAIVE THEIR RIGHT TO TRIAL OF ANY ISSUE BY JURY.**

6. Counterparts. This Release may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument. Counterparts may be transmitted by facsimile, email, or other electronic means.

The general release set forth in Section 1 above shall not apply to any claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder. California Corporations Code Section 31512 voids a waiver of rights under the California Franchise Investment Law. California Corporations Code Section 20010 voids a waiver of rights under the California Franchise Relations Act. To the extent required by such laws, the general release set forth in Section 1 above shall not apply to any claims arising under these laws.

[Remainder of page intentionally left blank; signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date first above written.

BY SIGNING BELOW, I REPRESENT AND WARRANT THAT I HAVE HAD AMPLE TIME TO REVIEW AND DISCUSS THIS AGREEMENT WITH MY ATTORNEY(S). I UNDERSTAND THAT THIS RELEASE WILL PROHIBIT THE FRANCHISEES, AREA DEVELOPERS AND OWNERS LISTED BELOW, AS WELL AS OTHER AFFILIATED PARTIES DESCRIBED HEREIN, FROM ASSERTING LEGAL CLAIMS RELATED TO THEIR PLANET FITNESS BUSINESSES.

FRANCHISEES:

[FRANCHISEE ENTITY]

By: _____
(Authorized Representative)
Name: _____
Title: _____
Date: _____

AREA DEVELOPERS:

[AREA DEVELOPER ENTITY]

By: _____
(Authorized Representative)
Name: _____
Title: _____
Date: _____

OWNERS:

[OWNER ENTITY]

By: _____
(Authorized Representative)
Name: _____
Title: _____
Date: _____

By: _____
OwnerName, Individually
Name: _____

By: _____
OwnerName, Individually
Name: _____

4918-4437-4925, v. 1

PLANET FITNESS®

EXHIBIT “K-1”
TO THE DISCLOSURE DOCUMENT

EQUIPMENT TERMS

PLANET FITNESS DISTRIBUTION LLC

Terms and Conditions

1. TERMS – These Terms and Conditions ("T&C") and the attached Quote or Invoice constitute the "Agreement" between the designated "Buyer" indicated in the "Ship To" portion of the attached Quote or Invoice and Planet Fitness Distribution LLC ("PFD") regarding the sale and purchase of the equipment described in the attached Quote or Invoice. Buyer's acceptance of the attached Quote or Invoice, payment (including partial payment) of the price stated therein, and/or acceptance of the equipment described therein shall be construed as an unqualified, unconditional acceptance of the entire Agreement, including these T&C. Buyer's acceptance of the Agreement is not subject to modification or cancellation without written approval by PFD. Buyer shall not submit a separate purchase order, and no documentation other than the attached Quote or Invoice and these T&C shall constitute part of the Agreement unless otherwise agreed to in writing by PFD.

2. PRICES – All prices quoted are subject to change to PFD's then-prevailing prices, upon notice by PFD at any time prior to Buyer's acceptance of this Agreement. Buyer shall be responsible for all taxes, shipping charges and any fees or costs associated with the purchase of the equipment pursuant to this Agreement. Payment must be made either concurrently with the Buyer's acceptance of the Quote, or, if the Buyer has obtained financing for its purchase that is approved by PFD, upon delivery of the equipment. The terms of payment shall be provided on the attached Quote or Invoice. All amounts which Buyer owes PFD and does not pay PFD when due will bear interest after their due date at the lesser of: (a) the highest contract rate of interest permitted by law; or (b) ten (10%) percent per annum, which shall be immediately due and payable.

3. DELIVERY – If an estimated time of shipment or delivery has been made or proposed, it is understood that it is approximate only and Buyer acknowledges and agrees that it has not relied on a specific delivery date and further agrees that PFD shall not be liable for any delays including any loss of use or indirect or consequential damages.

4. RISK OF LOSS – Shipping and delivery shall occur directly from the equipment manufacturer. Title and risk of loss shall pass to Buyer upon delivery. Any claim for loss or damage shall be made solely against manufacturer or its carrier.

5. PLACEMENT SERVICES – In the event that the attached Quote or Invoice includes placement services, such placement services are limited to the placement and arranging of the equipment within the Buyer's location. Buyer is solely responsible for securing such equipment in place in accordance with the manufacturer's specifications and recommendations. Buyer shall defend and indemnify PFD, its parents, subsidiaries and affiliates, and hold them harmless from any claims, loss, damage or injury arising from or related to any actual or alleged failure to follow the manufacturer's specifications and/or recommendations.

6. WARRANTY– All warranties shall be those provided directly by and from the manufacturer. Buyer's sole recourse for any defective equipment shall be to the manufacturer, and PFD shall have no liability whatsoever with respect thereto. **PFD MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER RELATED TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7. DISPUTES - This Agreement is deemed to be entered into in the State of New Hampshire and to be a New Hampshire contract and shall be governed and construed in accordance with the laws of the State of New Hampshire. PFD and Buyer specifically agree that any legal action brought relating to goods purchased or relating to this Agreement will be brought and tried in New Hampshire. Buyer hereby waives all objections to venue, and Buyer consents to service of process by certified mail addressed to the same address as that address designated or the delivery of the goods purchased hereunder.

8. LIMITATION OF LIABILITY; INDEMNIFICATION – PFD assumes no liability or responsibility for any negligent or willful act or omission or any violation of applicable law or regulation by Buyer or Buyer's employee, agent or contractor. In no event shall PFD have any liability to Buyer or any other person, including any employee, agent, contractor or guest of Buyer, in excess of the price paid by Buyer to PFD for the equipment. Buyer shall defend and indemnify PFD, its parents, subsidiaries and affiliates, and hold them harmless from any claims, loss, damage or injury arising from or related to (a) any actual or alleged negligent or willful act or omission or any violation of applicable law or regulation by Buyer or Buyer's employee, agent or contractor; or (b) the equipment. This indemnification obligation supplements, and does not supersede or replace, any existing obligations Buyer or any of its owners or affiliates may have to PFD, its parents, subsidiaries and affiliates (contractual or otherwise).

9. WAIVER – No obligation of Buyer, and no right or remedy of PFD, under this agreement may be waived except in writing signed by PFD. Without limiting the preceding sentence, no course of dealing or failure to strictly enforce any term shall be construed as a waiver. Any valid waiver shall be limited to the specific instance described in the waiver and shall not constitute a waiver of any future performance, right or remedy, except as otherwise expressly stated in such waiver.

10. SEVERABILITY - The parties agree that each provision contained in these T&C shall be treated as a separate and independent clause, and the unenforceability of any clause shall in no way impair the enforceability of any of the other clauses contained herein. Moreover, if one or more of the provisions contained in these T&C shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at all, such provision or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extent compatible with the applicable law.

11. ENTIRE AGREEMENT; MODIFICATION – This Agreement and the documents referred to herein contain the entire agreement of the parties hereto with respect to the subject matter hereof. Except for stenographic and clerical errors, which errors are subject to correction, no terms or condition in any way modifying the foregoing provisions shall be binding upon PFD, unless hereafter made in writing and signed by an authorized representative of PFD. Without limiting the foregoing, no modification shall be effected by the receipt of the applicable equipment manufacturer's acknowledgments, invoices, shipping documents or other forms containing terms or conditions in addition to or different from these T&C.

PLANET FITNESS®

EXHIBIT “K-2”
TO THE DISCLOSURE DOCUMENT

CO-OP BYLAWS

BYLAWS OF THE [_____] PLANET FITNESS ADVERTISING COOPERATIVE
MAY __, 2025

Section I -- Definitions

A. "ACH" means Automated Clearing House, an electronic network for financial transactions in the United States.

B. "Approved Marketing Agency" means a marketing agency approved or designated by Franchisor to provide local marketing services to the Co-op.

C. "[_____] – Planet Fitness Advertising Cooperative, an unincorporated association" means all Plant Fitness Clubs physically located in the Cooperative Area (hereinafter referred to as the "Co-op").

D. "Confidential Information" means all confidential and proprietary information related to the PLANET FITNESS franchise system or Planet Fitness Clubs, including, without limitation, all Confidential Information and Business Information under a Franchise Agreement.

E. "Cooperative Area" means the geographic or market area designated in Exhibit A of these Bylaws.

F. "Effective Date" means the date on which these Bylaws become effective.

G. "EFT Dues Draft" means the total gross monthly and annual membership fees due and payable by or on behalf of the members of a Planet Fitness Club, as more specifically defined under a Franchise Agreement.

H. "Franchise Agreement" means a Franchise Agreement with Franchisor for the development and operation of a Planet Fitness Club.

I. "Franchisee Member" means a Member (other than Franchisor or its affiliates) that has a Franchise Agreement with Franchisor.

J. "Franchisor" means Planet Fitness Franchising LLC and its successors and assigns.

K. "Majority Vote" means (after satisfying any applicable quorum requirements):

1. if there are more than two (2) Ownership Groups in Good Standing in the Co-op, an affirmative vote at a meeting of more than fifty percent (50%) of both (i) the Members in Good Standing in attendance and (ii) the Ownership Groups in Good Standing in attendance.

2. if there are only two Ownership Groups in Good Standing in the Co-op, an affirmative vote at a meeting of more than fifty percent (50%) of the Members in Good Standing in attendance.

This is the recommended voting structure. Alternative voting structures are subject to PFHQ approval.

L. "Manager" means the individual or group of individuals elected by the Co-op to manage the Co-op's affairs.

M. "Marketing Plan" means the Co-op's annual marketing plan (including any related budget identifying all types of expenditures under such plan).

N. "Member" means each Planet Fitness Club designated as a member of the Co-op in Section III.A of these Bylaws.

O. "Member in Good Standing" means a Member in compliance with these Bylaws and, if a Franchisee Member, not in default of the Member's Franchise Agreement beyond the applicable cure period.

P. "Monthly EFT" means the total gross monthly membership fees that are due and payable by or on behalf of the members of a Planet Fitness Club, as more specifically defined under a Franchise Agreement.

Q. "Non-Disclosure Agreement" means an agreement protecting Confidential Information, in a form mutually approved by Franchisor and the Co-op.

R. "Ownership Group" means one or more Members under common control within a Cooperative Area.

S. "Ownership Group in Good Standing" means an Ownership Group with all of its Members in Good Standing.

T. "Planet Fitness Club" means a Planet Fitness fitness facility in the Cooperative Area, whether franchised or operated by Franchisor or an affiliate.

U. "Representative" means the natural person designated by each Member to act on such Member's behalf.

Section II -- Formation of Co-op

A. Purpose and Authority.

1. Purpose. These Bylaws have been adopted for the purpose of regulating and managing the Co-op's affairs. The Co-op has been organized for the exclusive purpose of administering advertising programs and developing, subject to Franchisor's approval, promotional materials for use by the Members (the "Purpose").

2. Franchisor's Right to Terminate. Franchisor, upon sixty (60) days written notice to the Co-op, may terminate the Co-op at any time. Termination of the Co-op shall not extinguish responsibility on behalf of the Co-op or its Members for liabilities incurred prior to the effective date of the termination.

3. Authority; Expenditure of Co-op's monies. The Co-op shall have the power to perform only such acts as are authorized by these Bylaws and such other acts as are incidental and necessary to achieve the Co-op's Purpose. The Co-op shall spend monies for any lawful purpose in furtherance of the Co-op's Purpose.

4. Management of Co-op. To ensure the timely, effective, and efficient collection and use of the Co-op's monies for cooperative advertising as required under the Members' Franchise Agreements, the Members agree that the Manager shall manage the Co-op and develop and implement the Marketing Plan as provided in these Bylaws. Certain duties and tasks attributed to the Manager may, with the approval of the Co-op, be delegated to and/or performed by a single or multiple Approved Marketing Agencies. The Manager may not have ownership or legal affiliation in any agency, contractor or business that provides services to the Co-op. Any Manager must be affiliated with a Member in Good Standing. The Manager shall work collaboratively with Franchisor.

5. Limitations on Powers. The Co-op shall have no right to own, accept, acquire, mortgage, or dispose of real property. The Co-op shall have no right to procure, invest, or retain funds except to carry forward surplus funds to the next marketing calendar period. No Member, or representative of a Member, shall be authorized to act on behalf of the Co-op for any purpose or in any manner, except as specified or otherwise permitted by these Bylaws.

Section III -- Membership

A. Membership; Cooperative Area. Each Planet Fitness Club (including any Planet Fitness Club owned by Franchisor or any of its affiliates) physically located within the Cooperative Area shall be a Member of the Co-op. The Co-op shall keep a list of the Members of the Co-op, and shall update that list as necessary to reflect new Members and to remove Members that no longer qualify for membership. Franchisor will provide the Co-op with such information as may be reasonably necessary to determine membership in the Co-op, *e.g.*, provide the Co-op with notice when a new Planet Fitness Club opens or when a Planet Fitness Club permanently closes or when a Planet Fitness Club is sold inside of the Cooperative Area. Franchisor shall have the exclusive right to modify the Cooperative Area at any time in its sole discretion. Membership for a Planet Fitness Club in the Cooperative Area begins on the later of (a) thirty (30) days after the Effective Date of these Bylaws or (b) thirty (30) days after the opening of the Planet Fitness Club in a permanent location.

B. Termination of Membership; Expulsion; No Transfer. Membership in the Co-op shall automatically terminate upon the earlier of: (i) the expiration (without the Member's acquisition of a successor franchise), or termination of a Member's Franchise Agreement; or (ii) the permanent closing of the Member's Planet Fitness Club. Membership in the Co-op is non-transferrable.

C. Compliance with Bylaws. Each Member shall abide by these Bylaws and the duly authorized decisions of the Co-op and/or the Manager.

D. Representatives. Each Ownership Group shall designate a Representative by written notice provided to the Co-op and Franchisor. The Representative must represent all Members in the Ownership Group and have authority to vote on all items permitted for vote under these Bylaws on their behalf. Each Ownership Group may, from time to time, replace said Representative with a different individual upon five (5) days' written notice to the Co-op and Franchisor.

E. **Benefits.** The Co-op and/or the Manager will have the right to deny benefits of cooperative advertising, to the extent that either deems fit, to any Member that is not a Member in Good Standing.

Section IV -- Local Advertising Fund; Interest; Reports

A. Contribution Amount. Each Member shall be required to contribute funds to the Co-op (the "Contribution Requirement"). The Contribution Requirement for each Member shall initially be set at [seventy percent (70%)] of each Member's monthly Local Advertising Funds spending requirement under the Member's Franchise Agreement. Any changes to the Contribution Requirement require a Majority Vote and Franchisor approval.

PFHQ best and recommended practice is to set the Contribution Requirement at 70% of each member's LAF requirement. Alternative Contribution Requirements require PFHQ approval.

The Manager shall have the authority to charge late fees and/or interest on behalf of the Co-op if a Member does not satisfy the Contribution Requirement or pay its media invoices when due. Late fees and interest, if any, shall be uniform for all Members, shall be paid within thirty (30) days of assessment, and are nonrefundable.

No Member may be required to contribute more than as provided under such Member's Franchise Agreement unless that Member voted in favor of such contribution.

B. Reports and Information. Each Member shall timely submit to the Co-op and/or the Manager such statements, reports, and other information as the Manager reasonably requests to carry out the activities set forth in or required by these Bylaws. The Members authorize Franchisor to provide such information to the Co-op as the Manager reasonably requests to carry out the activities set forth in or required by these Bylaws.

C. Billing. The Manager shall coordinate the billing and collection of funds from Members and shall execute any billing procedures required by Franchisor, which may, for example, require billing at the Co-op level.

Section V -- Meetings; Election of Manager

A. Annual Meetings. Representatives and the Manager shall meet at least once annually, at a date and time specified by the Manager, to discuss the proposed Marketing Plan and other matters of the Co-op. Annual Meetings may be held in person, online, or by phone.

B. Special Meetings. The Manager may call a Special Meeting of Representatives at any time. The Manager shall call for a Special Meeting of Representatives upon receiving a written request from a majority of the Members in Good Standing, from any Member with Franchisor's approval or from Franchisor. Special Meetings may be held in person, online, or by phone.

C. Notice. Notice of all meetings (including the place of the meeting, conference call number or digital access information, as applicable) shall be issued by the Manager and shall be transmitted to all Members (email to the applicable Representatives is sufficient) and Franchisor (e-mail to Franchisor's representative is sufficient) at least fourteen (14) days before the meeting, unless circumstances, as reasonably determined by the Manager, require a shorter

notice period. The Co-op will maintain a listing of the mailing address and email account for each Member and will update such listing upon notice from any Member or Franchisor.

D. Quorum and Majority Vote. The presence of both (i) a majority of all Members in Good Standing and (ii) a majority of all Ownership Groups in Good Standing, shall constitute a quorum. If there is not a quorum, the vote on such matter shall be adjourned until such time as a quorum is convened. A Majority Vote shall be sufficient to approve the subject up for vote, unless these Bylaws require a different voting threshold.

E. **Voting.** Only Members in Good Standing and Ownership Groups in Good Standing shall be permitted to vote. Votes may be made and tabulated in any manner reasonable under the circumstances. The Manager will promptly document and distribute the result of all votes to all Members and Franchisor.

F. Franchisor Designated Representative. Franchisor may have one or more designated marketing representatives attend Co-op meetings, and participate in Co-op committees and advisory councils, regardless of whether Franchisor or its affiliates own any Members of the Co-op.

G. Election of Manager. The Manager may be elected or replaced by Majority Vote, with the approval of Franchisor. Franchisor may also require the replacement of the Manager if the Manager is not affiliated with an Ownership Group in Good Standing and call a Special Meeting to select their replacement.

Section VI -- Marketing Plan; Approval and Use of Advertising

A. Marketing Agency. The Co-op shall engage an Approved Marketing Agency to provide marketing services to the Co-op. The Approved Marketing Agency shall be approved by Majority Vote. The Co-op may procure a dedicated headcount from the Approved Marketing Agency to manage the Co-op's marketing activities.

B. Marketing Plan. The Manager, with the assistance of an Approved Marketing Agency and in consultation with Franchisor, shall develop a Marketing Plan that governs Co-op expenditures and details goals and objectives for each calendar year (or portion of a calendar year) in accordance with Franchisor's standards and procedures. The Manager shall provide a draft Marketing Plan to Franchisor, in the format specified by Franchisor, for its review not less than ninety (90) days prior to the beginning of the applicable calendar year. The Marketing Plan is subject to Franchisor's prior approval, which Franchisor will not unreasonably withhold or condition. Once Franchisor has approved the Marketing Plan, the Manager shall submit the Marketing Plan to the Members for a vote. Members shall have at least two (2) days to consider a proposed Marketing Plan prior to voting on such plan. If a proposed Marketing Plan is not approved by a Majority Vote, or as otherwise required in these Bylaws, the Manager shall revise and submit a revised Marketing Plan that will take into consideration, as the Manager deems appropriate in the Manager's reasonable business judgment, Members' comments and suggestions. Unless a vote on a revised Marketing Plan is presented at the same meeting where the initial Marketing Plan was rejected, Members shall have at least two (2) days to consider any revised Marketing Plan prior to the Members voting on such plan. Members may approve, by

unanimous agreement, a shorter period of time to consider a particular Marketing Plan pursuant to this Section VI.B.

The Manager may, with Franchisor's approval, at any time during the term of a Marketing Plan, modify any portion of any approved Marketing Plan deemed reasonably necessary by the Manager based on changed circumstances or to achieve the goals of such Marketing Plan so long as such modifications comply with these Bylaws and are believed to be in the best interest of the Co-op. If any material modifications to the Marketing Plan are made, the Manager shall inform the Members.

If the Co-op is unable to approve a Marketing Plan after at least two rounds of voting or is unable to achieve a quorum to vote on a Marketing Plan within two (2) weeks after it is submitted for a vote, the Manager may use a Marketing Plan previously approved by the Members in the immediately preceding year without a vote, with Franchisor's approval.

If the Co-op is unable to approve a Marketing Plan within sixty (60) days prior to the beginning of the applicable calendar year, Franchisor, in its discretion, may establish a Marketing Plan for the Co-op, which the Manager shall implement, until such time as a new Marketing Plan is approved pursuant to these Bylaws.

C. Advertising Standards. All advertising by the Co-op must be in such media and of such type and format as approved by Franchisor, must be conducted in a dignified manner, and must conform to Franchisor's standards and requirements and to applicable law.

D. Franchisor's Approval. ALL ADVERTISING AND PROMOTIONAL PROGRAMS AND MATERIALS **MUST BE APPROVED IN WRITING** BY FRANCHISOR BEFORE PUBLICATION OR USE BY THE CO-OP OR ANY OF ITS MEMBERS. The Co-op must follow Franchisor's procedures for the submission of such programs and materials for approval.

E. Use. All advertising and promotional material created for use by the Co-op shall be owned exclusively by Franchisor, and Franchisor shall have the unlimited right to use such material without compensation to the Co-op. All intellectual property rights, including, without limitation, trademark rights and copyrights, relating to advertising and promotional materials created by, or on behalf of, the Co-op shall belong exclusively to Franchisor and all use thereof shall inure solely to Franchisor's benefit. The Co-op hereby assigns to Franchisor any and all of the Co-op's rights in and to all such advertising and promotional materials, including all intellectual property rights associated therewith. The Co-op shall not seek to register any copyright for any such materials and shall take any action requested by Franchisor to execute and deliver such documents and instruments necessary or desirable to record or memorialize the assignment of ownership of any such materials or to assist Franchisor in obtaining ownership of or copyright registration for such materials. Franchisor shall not charge the Co-op any fees for advertising and promotional material supplied by Franchisor to the Co-op, unless the promotional material was supplied at the Co-op's request and Franchisor informs the Co-op that it will be responsible for such charges prior to supplying the Co-op with the advertising and promotional material.

Section VII -- Manager's Role and Duties

A. Manager's Role. The Manager shall be responsible for administering the Co-op, including, but not limited to: (i) giving notice of, conducting and taking minutes of all meetings of the Co-op; (ii) executing all orders, votes, and resolutions not otherwise committed; (iii) maintaining a current list of Members; (iv) developing and implementing, with the assistance of an Approved Marketing Agency, the Marketing Plan; (v) receiving and accounting for Co-op funds in accordance with Section VII.B; (vi) expending Co-op funds in accordance with the Marketing Plan and as authorized by the Co-op; (vii) engaging an Approved Marketing Agency any other third parties in furtherance of Co-op's Purpose and supervising such third parties in the discharge of their duties; (viii) preparing and distributing to the Members and Franchisor a quarterly summary of the transactions and financial condition of the Co-op (including income and expenditures of the Co-op); (xi) providing any annual or periodic financial or operating statements, projections, and budgets to Members and Franchisor in a timely manner; and (x) keeping Co-op records.

B. Monies Received. The Manager shall deposit all sums received pursuant to these Bylaws in the Co-op's bank account or other bank account (or account at another financial institution) selected by the Manager for the Co-op's monies. The Manager shall provide Members and Franchisor with a timely quarterly statement of such account. The Manager shall have sole check-signing or electronic payment authority. The Manager shall also have the right to appoint an independent third party, approved by Franchisor, to collect and manage the sums received on behalf of the Co-op. The funds, books, and vouchers in the hands of the Manager shall, with the exception of confidential reports submitted by Members, at all times be subject to verification and inspection by the Members of the Co-op and Franchisor.

C. Approval of Disbursement by Members. The Co-op's monies shall be spent only on those advertising, marketing, and promotional programs specified in the Marketing Plan and for approved management and administrative expenses. If not previously approved in the Marketing Plan (or as otherwise permitted in these Bylaws), any expenditure of the Co-op's monies shall be approved, before such expenditure, by Majority Vote. Annually, the Co-op may use up to Five Thousand Dollars ($5,000) of the funds of the Co-op to conduct Co-op meetings and/or pay for administrative expenses in addition to any approved management fee.

D. Power to Enter into Contracts. Only the Manager (and agents that the Manager may authorize) shall have the power to enter into contracts on behalf of the Co-op. If the Manager is made up of more than one individual, only one of the individuals need enter into the contract on behalf of the Co-op in order for the contract to be effective.

Section VIII -- Committees; Advisory Council

A. Committees. The Co-op, upon a Majority Vote, shall have the right to form various committees, from time to time, and shall have the power to appoint Members to serve on such committees. Subject to Section V.F, only Members in Good Standing (or their Representatives) may serve on Co-op committees.

B. Advisory Council. The Co-op may, by a Majority Vote, establish and appoint members to serve on an advisory council. The Manager shall provide advance notice soliciting nominations for, and of any vote on, proposed advisory council members. The purpose of the advisory council will be to provide advice and recommendations to the Manager regarding the expenditure of Co-op monies. The Manager shall not be bound by any recommendations. Subject to Section V.F, only Members in Good Standing (or their Representatives) may serve on an advisory council.

Section IX -- Pilot Programs

Membership in the Co-op may be delayed and/or Contribution Requirements for certain Members may be temporarily reduced in connection with marketing pilot programs as designated by Franchisor.

Section X -- Amendments

These Bylaws may be amended, repealed, altered, in whole or in part, by the affirmative vote of at least two thirds (66%) of Members in Good Standing, with the approval of Franchisor.

Section XI -- Liability and Indemnification

A. Liability. Nothing herein shall constitute Franchisor, any Franchisor affiliate, or any Members as partners for any purpose. Neither Franchisor, any Franchisor affiliate, nor any Member, officer, agent, or employee of the Co-op shall be liable for the acts or failure to act of the other. No officer or employee of the Co-op shall be liable to any Member or to the Co-op for its acts or failure to act under these Bylaws.

B. Indemnification. The Co-op shall indemnify, exculpate, defend and hold harmless, to the fullest extent permitted by law, Franchisor and its affiliates, and the respective officers, directors, shareholders, agents, representatives, independent contractors, servants, and employees of each of them from all losses and expenses incurred in connection with any third party action, suit, proceeding, claim, demand, investigation, or inquiry (formal or informal), or any settlement thereof, which arises out of or is based upon any action by the Co-op unless such action was the result of Franchisor's willful misconduct, or gross negligence. The Co-op shall indemnify, exculpate, defend and hold harmless, to the fullest extent permitted by law, the Manager from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or inquiry (formal or informal), or any settlement thereof, which arises out of or is based upon any action by the Manager or the Co-op unless such action was solely the result of Manager's willful misconduct, or gross negligence. Notwithstanding the foregoing, nothing herein alters in any way the Indemnification provisions in each Members' respective Franchise Agreement.

Section XII -- Confidentiality

Each Member of the Co-op shall maintain the confidentiality of Confidential Information as required by the applicable Member's Franchise Agreement. Without limiting the foregoing, the Co-op (and the Manager on its behalf) must similarly maintain the confidentiality of

Confidential Information and may not share the personal information of Planet Fitness customers without the approval of Franchisor.

Section XIII -- Nonprofit Status

The Co-op is not intended to be a profit-making organization, and is neither expected nor intended to make any profit. The Co-op shall use its funds only for the objectives and purposes specified in these Bylaws. Any incidental profit derived from the lawful activities of the Co-op may be retained and utilized by the Co-op consistent with applicable law and these Bylaws. The Co-op does not intend to make regular distributions of income to its Members.

Section XIV -- Consent

By executing a Franchise Agreement for a Planet Fitness Club to be operated within the Cooperative Area, the franchisee of that Planet Fitness Club has consented to being a Member of this Co-op and is deemed to have agreed to the terms of these Bylaws.

Section XV – Franchise Agreement Not Affected

Notwithstanding anything to the contrary herein, these Bylaws do not affect Franchisor's rights under each Member's respective Franchise Agreement. If these Bylaws conflict with a given Member's Franchise Agreement, the Franchise Agreement controls.

EXHIBIT A

COOPERATIVE AREA

The Cooperative Area for the [_____] Planet Fitness Advertising Cooperative is:

The local television market designated market area (DMA) for **[_____]**, as determined by Nielsen Media Research.

Bylaws of the [_____] Planet Fitness Advertising Cooperative

CERTIFICATION

These Bylaws have been established in accordance with each Member's respective Franchise Agreements and approved by Franchisor.

PLANET FITNESS FRANCHISING LLC

By:_____
Name:

EFFECTIVE DATE: _____

PLANET FITNESS®

EXHIBIT “K-3”
TO THE DISCLOSURE DOCUMENT

POS AGREEMENTS

ABC Fitness Solutions, LLC.
P.O. Box 6800
Sherwood AR 72124

abcfitness.com

ABC Club #	PF Group #	RCS Club #

Business Name (dba):	
Authorized Owner/Officer:	Title:

Street Address:		
City:	State:	Zip:
Phone:	Email Address:	

Business Name (legal):	
Federal Tax ID# (TIN or EIN):	Date of Incorporation:
Location of Incorporation:	Type of Business (ie S Corp, LLC, etc.):

BILLING SERVICES AGREEMENT ("Agreement")

This Agreement made on _____, by and between ABC Fitness Solutions, LLC, a Delaware limited liability company, (hereinafter "ABC") and _____a/an _____("the Client"):

1. Merchant and Bank Account Set-up: Client hereby appoints ABC to act as its attorney-in-fact as follows: (i) to establish and maintain a credit card processing merchant agreement and an ACH processing agreement on Client's behalf with such credit card processor and ACH processor as ABC may designate and which have been approved by Pla-Fit Franchise LLC ("Franchisor") pursuant to Section 11.5 of the Second Amended and Restated Master Services Agreement between Franchisor and ABC dated January 13, 2023 ("MSA") (ii) to receive sales data from Client and tender it to a credit card or ACH processor, for processing/to receive payment due from Client's members under Client membership agreements, as descr bed in Paragraph 2, below ("Periodic Payments"); and (iii) in connection with such merchant account and this Agreement, to execute any and all documents and take any and all other actions, on behalf of Client, that ABC deems necessary or appropriate without further authorization or consent of Client; provided, however, that ABC shall not enter into and has no authority to bind or commit Client to terms for the collection of Periodic Payments which are Inconsistent with the MSA and this Billing Services Agreement. In addition, ABC shall not enter into minimum term or minimum commitment arrangements in relation to Periodic Payments that would preclude Client from terminating such arrangements with or without cause and for no penalty. For purposes of this Agreement, the terms "**Inconsistent**" and "**Inconsistency**") as used in this Billing Services Agreement shall mean any term which (i) is not in agreement with, not compatible with or at variance with a term of the MSA and/or this Billing Services Agreement (ii) would add new or additional material obligations on Client, other than those specifically set forth in the MSA and this Billing Services Agreement; or (iii) would limit, remove or prevent Client from exercising a material right, remedy or benefit available to Client under the MSA and this Billing Services Agreement. ABC currently has credit card processing relationships WorldPay and ACH processing arrangements in place with Regions Bank. ABC agrees to notify the Client of any additional processors that it may utilize in connection with the processing of the Client's credit card and ACH transactions. The services provided by ABC and its vendors under this Agreement are "Services" for purposes of the MSA and subject to the terms of the MSA. In particular, ABC shall ensure that its agreements with its processors require the processors to comply with the provisions of Sections 11 and 17 of the MSA and with the terms of Section 18 (as those terms existed under the First Amended and Restated Master Services Agreement between ABC and Franchisor).

2. ABC agrees to bill, service and account for all acceptable membership agreements of the Client that have been delivered to ABC from time to time under this Agreement. Upon receipt of an acceptable membership agreement and such membership agreement becomes an active account, ABC will maintain appropriate account information during the time ABC is actively collecting the account on behalf of the Client. For purposes of this Agreement, an "acceptable membership" will satisfy the following minimum conditions: include the member's first and last name and billing information, have been approved by the Client via the queue process (if the client is using the approval queue), member's e-mail (if member sign-up is conducted online) and shall not be in default or past due. Where a member has remitted payment to ABC, member's payment obligation to Client in relation to such payment shall be extinguished and client shall not attempt to hold member liable for ABC's nonremittance to Client.

3. The Client agrees to pay ABC for billing services consistent with the attached proposal. Supplier may increase the fees herein, as permitted herein and/or the MSA. All ABC fees will be deducted and retained by ABC from the amount collected on behalf of the Client. The fees apply to all payments on active membership agreements under service by ABC, whether payments are made to ABC or directly to the Client. Fees may be disputed by Client in accordance with Section 4.

4. Billing cycles will occur twice per month. The 1st through the 15th shall represent one billing cycle, while the 16th through the end of the month shall represent the other billing cycle. Net receipts for each billing cycle will be remitted to the Client by the 5th business day following the cycle cutoff. ABC will not be responsible for delay in remittance due to weekends, holidays or other conditions beyond the reasonable control of ABC. Net receipts are equal to the total membership agreement payments less the sum of the following: (I) reversals, charge backs, refunds or other credits against payments collected; (II) the billing fee set forth in paragraph

3; (III) any credit for payments made directly to the Client; (IV) amounts owing to Franchisor; and (V) any service or late charge, cancellation fee, or other charge or amount due from Client to ABC pursuant to this Agreement, or any other agreement between Client and ABC or any policy established by ABC from time to time. Client may also request an early deposit of Available Collected Funds any business day of the month. Available Collected funds shall mean the amount of funds actually collected and received by ABC from members on behalf of Client pursuant to membership agreements, or any other agreement serviced by ABC under this Billing Service Agreement, net of ABC's projected billing fees and applicable administrative fees for such early deposit and net of projected charge backs and refunds. ABC will use its reasonable best efforts to post Available Collected Funds to Client's account one business day after their actual receipt. No later than end of month, ABC will provide Client with a reconciliation statement setting for in reasonable detail the gross total membership agreement payments and the amount of and nature of any deductions from such gross amount ("Reconciliation Statement"). Client may dispute in good faith any deduction from the membership agreement payments by notifying ABC in writing and describing, in reasonable detail, the basis for such dispute. Client and ABC shall diligently pursue an expedited resolution of such dispute. If Client fails to dispute a Reconciliation Statement within ninety (90) days of receipt it shall be deemed to have waived its right to dispute the Reconciliation Statement.

5. Only current membership agreements will be acceptable membership agreements under this Agreement. If, in the sole discretion of ABC, a past due account becomes uncollectible, the Client will be responsible for further collection of said account and ABC shall be released from any further responsibility with respect to such membership agreement.

6. The Client may cancel the membership agreement of any member, and such membership agreement will be removed from the active list and the Client will be notified. Cancellations will not be accepted from individual members, only from the Client itself, unless prior authorization is received from Client.

7. Either party may cancel this Agreement by giving the other party ninety (90) days written notice. In addition, if the Client is not in default with respect to any obligations it owes to ABC or its affiliates under this or any other Agreement, it may unilaterally convert the service provided by ABC from "Full Service" to "Processing Plus" by providing at least thirty (30) days prior written notice to ABC. ABC shall provide such "Processing Plus" service for the cost and with the benefits generally applicable to customers of comparable size as the Client.

8. The Client shall pay any and all federal, state or local excise, sales or use taxes or similar taxes imposed in respect to all membership agreements serviced by ABC for the Client under this Agreement, or the services involved with respect to such membership agreements ("Taxes"), and complete and file all required tax reports related thereto, all in a timely manner, and hereby agrees to indemnify and hold ABC, its officers, directors, shareholders and employees harmless from any loss, including attorneys' fees, resulting from its failure to do so.

9. If ABC is required to withhold or pay any of the foregoing said Taxes, or if the Client ever becomes liable to ABC for any sums or losses, the amount so paid by ABC for said Taxes and any sums expended or losses incurred by ABC for which the Client is responsible to indemnify ABC, will be deducted from all money collected, held or controlled by ABC under any existing agreements between ABC and the Client, including, but not limited to, this Agreement and any billing and/or collection agreements, and further including, but not limited to, any such money held in any account or accounts of the Client held or set up by ABC related to same, as well as from any collections and/or funds held or controlled by ABC for the benefit of the Client related to same. In the event the amounts are not satisfied, any remaining amounts owed will be due and payable to ABC by the Client within three (3) of receipt of ABC's written notice of the claim and request for payment to the Client by ABC.

10. The Client hereby agrees to indemnify, defend and hold ABC, its officers, directors, shareholders, agents, contractors and employees harmless from any liability, claim, loss and expense, including attorneys' fees, resulting from its failure to perform its obligations in this Agreement or from its actions or omissions in connection with the operation of its club facilities, including, without limit, the failure to comply with any applicable federal, state or local laws, rules, regulations or ordinances. ABC shall defend, indemnify and hold Client, its affiliates, clients and their respective officers, directors, shareholders, members, managers, partners, legal representatives, successors and assigns (the "Client Group") harmless of, from and against any and all claims, losses, demands, damages, actions, suits, liabilities, fines, penalties, settlements and expenses, including attorneys' fees and litigation costs (collectively "Claims"), whether direct or indirect, incidental, consequential, or otherwise, arising out of or relating to: (a) any claim of violation of any federal "no call" list or the Telephone Consumer Protection Act or failure to comply with any other applicable federal laws, rules or regulations or any state or local laws, rules, regulations or ordinances, (b) ABC's breach, default or failure to comply with any terms of this Agreement, or any other agreement between ABC and Client, and (c) ABC's negligence or intentional misconduct but excluding any liability for Claims arising out of or caused solely by the Client Group's own breach of the Agreement or any applicable law or its own negligence or intentional misconduct. Client agrees that if it becomes aware of any potential violation of any applicable law by ABC, it shall promptly notify ABC in writing. The foregoing provision shall not obligate Client to conduct any affirmative research into ABC's compliance with such laws but only to notify ABC of non-compliance of which it becomes aware in the ordinary conduct of its business.

11. This Agreement shall be governed by the laws of the state of New Hampshire. Any litigation brought hereunder shall be brought only in a state or federal court of general jurisdiction in Pulaski County, Arkansas.

12. By executing this Agreement, the undersigned agrees to be bound by the Addendum to Billing Services Agreement attached hereto and incorporated herein by this reference.

Executed this _____day of _____, _____.

(Printed Name} **X_____** ***(Signature)*** **ABC Fitness Solutions, LLC** **208 E. Kiehl Avenue** **Sherwood, AR, USA 72120**	**X_____** ***(Printed Name)*** **X_____** ***(Signature)*** **Corporation Owner or Agent**

ADDENDUM TO BILLING SERVICES AGREEMENT

WHEREAS, ABC and Client entered into a Billing Services Agreement attached hereto (the "BSA") pursuant to which Client agreed to be bound by the terms of this Addendum which are incorporated into the BSA;

WHEREAS, ABC has entered into an agreement with Worldpay, LLC ("Worldpay") governing acceptance of credit and debit card transactions initiated by Client which obligates it to obtain Client's agreement to abide by certain rules and regulations promulgated by Worldpay;

WHEREAS, the Client will receive substantial benefit and gain as a result of its members being able to make payments for Client services via credit and debit cards and therefore is willing to be bound by the rules and regulations as described herein; and

WHEREAS, all capitalized terms used herein but not otherwise defined shall have the meaning given to them in the BSA or the Operating Regulations (as defined below).

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client agrees that the by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standards, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program and any other program or requirement (collectively, the Operating Regulations") that may be published and/or mandated by Mastercard International Inc., VISA U.S.A. Inc., Discover and certain similar entities (collectively, the "Associations") are incorporated by reference into this Addendum and that nothing in this Addendum shall be construed to interfere with or lessen the right of ABC, Worldpay's designated Member Bank, or the Associations to terminate the BSA at any time. In the event of a conflict between this Addendum and the Operating Regulations, the Operating Regulations will control.

A. Client acknowledges and agrees:
   a. it is responsible for the actions of its employees and agents;
   b. it will comply with all applicable laws and regulations and all applicable parts of the Operating Regulations; including those parts regarding the ownership and use of Association Marks;
   c. ABC or an Association is authorized to research Client's background including, but not limited to, credit background checks, banking relationships, and its financial history;
   d. notwithstanding any provisions in the agreement to the contrary, information obtained in

connection with Client's application or processing relationship may be shared with Association for any legitimate purpose;

e. it will notify ABC of any 3rd party that will have access to cardholder data;

f. it will comply with, and will contractually require its suppliers and agents to comply with, the provisions of the Cardholder Information Security Program (CISP) and PCI DSS, or other security program as required by an Association and demonstration compliance with these security obligations; and

g. Associations may conduct, or direct another party to conduct, an audit of Client at any time, and Client must comply in all material respects with such audit until its completion.

B. Client represents and warrants that it will not:

a. discriminate against Cards or Issuers (e.g limited acceptance options) except in full compliance with the Operating Regulations;

b. intermingle fees associated with an Associations' transactions with fees associated with other Card transactions in its pricing;

c. submit any transaction to ABC that was previously charged back and subsequently returned to the Client, irrespective of Cardholder approval;

d. knowingly submit any transaction that is illegal or that the Client should have known was illegal. Client acknowledges that such transaction must be legal in both Cardholder's and Client's jurisdiction;

e. submit a transaction that it knows, or should have known is either fraudulent or not authorized by the Cardholder;

f. require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, Card expiration date, signature, or any other Card account data in plain view when mailed, nor request a Card Verification Value 2 ("CVV2") for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Operating Regulations or this Addendum, including CVV2;

g. add a surcharge to transactions, except as expressly permitted by, and in full compliance with, the Operating Regulations;

h. charge a minimum or maximum amount for a transaction unless expressly authorized by, and in full compliance with, the Operating Regulations;

i. disburse funds in the form of cash unless Client is participating in full compliance with a program supported by an Association for such cash disbursements and in full compliance with the Operating Regulations;

j. submit a transaction that does not result from an act between the Cardholder and the Client;

k. accept a Card issued by a U.S. Issuer to collect or refinance an existing debt, unless expressly authorized by, and in full compliance with, Operating Regulations;

l. request or use a Card account number for any purpose other than as payment for its goods or services; and

m. add any tax to transactions, unless applicable law expressly requires that a Client be permitted to impose a tax. In such event, any tax amount, if allowed, must be included in the transaction amount and not collected separately."

c. Applicable to ABC Clients participating in the American Express OptBlue Program. The following will only apply to Client's participation in the American Express Program, as controlled by the American Express OptBlue Program Operating Regulations. (Capitalized terms below are defined in the American Express Operating Guide or the American Express OptBlue Program Operating Regulations):

a. Client must comply with, and accept Cards in accordance with, the terms of its BSA and the American Express Merchant Operating Guide, as such terms may be amended from time to time.

b. Client acknowledges that the American Express Merchant Operating Guide is incorporated by reference into this Agreement (and is available online at the following web link: https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf).

c. Client expressly authorizes ABC to submit transactions to, and receive settlement from, American Express on behalf of the Client.

d. Client expressly consents (i) to ABC collecting and disclosing Transaction Data, Client Data, and other information about the Client to American Express; and (ii) to American Express using such information to perform its responsibilities in connection with the Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communication purposes within the parameters of the Program Agreement, and important transactional or relationship communications from American Express.

e. Client acknowledges that:

□ By checking this box, Client opts out of receiving future commercial marketing communications from American Express.

Client may continue to receive marketing communications, however, while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

f. Client acknowledges that it may be converted from the Program to a direct Card acceptance relationship with American Express if and when it becomes a High CV Merchant in accordance with Section 10.5, "High CV Merchant Conversions”

o Client expressly agrees that, upon conversion, (i) Client will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Client for Card acceptance.

g. Client acknowledges that American Express may use information obtained in the Client application at the time of setup to screen, communicate, and/or monitor Client in connection with Card marketing and administrative purposes.

h. Client agrees that it shall not assign to any third party any payments due to it under its respective BSA, and further agrees that all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at its Establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Client may sell and assign future Transaction receivables to ABC, its affiliated entities and/ or any other cash advance funding source that partners with ABC or its affiliated entities, without consent of American Express.

i. Client agrees that American Express is a third-party beneficiary to the BSA and retains all rights, but not obligations, in the BSA that will fully provide American Express with the ability to enforce the terms of the BSA against the Client.

j. Client may opt out of accepting Cards at any time without directly or indirectly affecting its rights to accept Other Payment Products.

k. Client agrees that ABC may terminate the Client's right to accept Cards if Client breaches any of the provisions in this Section or the American Express Merchant Operating Guide.

l. Client agrees that ABC has the right to immediately terminate a Client for cause or fraudulent or other activity, or upon American Express' request.

m. Client agrees that its refund policies for purchases on a Card must be at least as favorable as its refund policy for purchases on any Other Payment Products, and further agrees that the refund policy be disclosed to Cardmembers at the time of purchase and in compliance with Applicable Law.

n. Client acknowledges that it is prohibited against billing or collecting from any Cardmember for any purchase or payment on the Card unless Chargeback has been exercised, the Client has fully paid for such Charge, and it otherwise has the right to do so.

o. Client agrees it must comply with all Applicable Laws, rules and regulations relating to the

conduct of the Client's business, including the DSR and PCI DSS, each as described in Chapter 15, "Data Security."

p. Client agrees that it will report all instances of a Data Incident immediately to ABC after discovery of the incident.

q. Client agrees it will cease all use of, and remove American Express Licensed Marks from the Client's website and wherever else they are displayed upon termination of the ABC BSA or a Client's participation in the Program.

r. Client will ensure data quality and agrees that Transaction Data and customer information will be processed promptly, accurately and completely, and will comply with the American Express Technical Specifications.

s. Client agrees it is solely responsible for being aware of and adhering to privacy and data protection laws and provide specific and adequate disclosures to Cardmembers of collection, use, and processing of personal data.

Except as specifically stated in this Addendum, the BSA shall remain in full force and effect.

Planet Fitness Full Service Billing Proposal

Goods and Services	Fees
English and Non-English versions of DataTrak/IGNITE Software Fee include unlimited software access and technical support as it is described in the Agreement. Technical support will be provided on a 24/7 basis in English and M-F 8am to 5pm Central Time in Spanish (or other language as mutually agreed), training, all software upgrades, unlimited users, members and inventory items, and member emails and texts.	**ENGLISH-ONLY VERSION:** $[redacted] per Service Recipient (Club Location) per Month. As of February 1, 2023, the above pricing shall automatically be increased to $[redacted] per Service Recipient (Club Location) per month NON-ENGLISH VERSIONS An additional fee of $[redacted] USD for each NON-ENGLISH version per Service Recipient (Club Location) per Month. For example, a Service Recipient using the SPANISH and FRENCH versions of Data Trak will pay $[redacted] per location (ENGLISH-ONLY $[redacted] plus SPANISH $[redacted] plus FRENCH [redacted] = $[redacted])

ABC Professional Endpoint Services (ABCPES) fee
ABCPES includes:
• Daily computer maintenance
• Password recovery
  ○ Supplier can reset the staff password if needed.
  ○ Supplier can also control all administrator passwords.
• URL/DNS whitelisting (Internet blocking)
• Windows Update management
• Remote monitoring & Audits
  ○ Remote Monitoring
  ▪ Alerts setup for the following sections
  • Health of computer
  • Online/Offline status of computer
  • Virus alerts
  ▪ Audit
  • Supplier audits all offline computers on a quarterly basis to determine why offline.
• Virus removal and repair
  ○ Supplier will try to repair any damage done by a virus or work with the AE on other options.
• Anti-Virus
  ○ Provide Webroot Antivirus (or comparable product) to all Customer POS computers
	$[redacted] per Standard Workstation per month (in excess of two (2) Standard Workstations)

Applies only to Dues Billing Transactions EFT/ACH/Savings Bank Drafts	$[redacted] per Transaction.
Applies only to Dues Billing Transactions Credit Card Drafts	$[redacted] per Attempted Invoice

Goods and Services	Fees
Dues Billing and Club Account	Fees for settled credit card transactions: Visa: MC, Discover [redacted] Amex: [redacted] [redacted] decline fee for any processed card transaction which is declined
POS Credit Card Transactions (real-time: card present & card-on-file)	Actual Costs passed through from processors. Additional based on payment activity: [redacted] per authorization attempt $[redacted] settled sales $[redacted] per monthly service fee $[redacted] per Chargeback fee $[redacted] per Retrieval fee $[redacted] per batch fee $[redacted] per T&E transaction Such other fees as may be set forth on the Service Recipient's Merchant Agreement (or agreed upon successor/replacement agreement).
Dues Billing and Club Account Billing Deposits	<u>Billing Deposits:</u> Same day wire fee: $[redacted] per deposit 24-hour ACH fee: $[redacted] per deposit <u>Unlimited ACH Daily Billing Deposits:</u> Flat Monthly fee: $[redacted]
PCI Compliance (currently Viking Cloud) Fee	[redacted] per Month per Service Recipient (club location)
ACH Return Fee	[redacted] per ACH Return
Point-to-Point Encryption service	[redacted] per month per terminal.
Full Service Program	[redacted] per email per inbound or outbound text per outbound call + postage per letter per inbound call answered by Agent
Web Join fee	[redacted] or as otherwise specified by Customer's Methods of Operations
Supplier provided in-person, onsite training	[redacted] per trainer per day. One (1) day minimum per site visited.
Contract Storage Fees for Paid in Full Memberships	[redacted] per contract per month
ACH Unauthorized Returns	[redacted] per return

Goods and Services	Fees
Attempted recovery of chargeback	[redacted] per chargeback
Sales Tax Calculation (Avalara) Fee	[redacted] per club per month This service is enabled as part of conversion to Ignite and is not chargeable until the Service Recipient upgrades.
Contract Autorenewal Notification Service	[redacted] + postage per letter This service is enabled for those only Service Recipient Locations in states that require member notification prior to contract autorenewal.

Accepted by:

Group Number _____ Owner's Signature _____ Date _____

Merchant Agreement

ABC FITNESS SOLUTIONS

Central Bank
7707 Forsyth Blvd • St. Louis, MO 63105
Phone 1-800-697-0480

Agent Code		MCC		Date
Provide any existing MIDs on TSS		TID #		MID #
Legal Business Name *(Required)*				
Merchant Name *(DBA)*				
Federal Tax ID # *(Required)*		Taxable State *(Required)*		
Legal Business Address				
City	State	Zip	Phone #	Fax #
Mailing Address *(if different than Legal Business Address)*				
City	State	Zip	Phone #	Fax #
Location Address				
City	State	Zip	Phone #	Fax #
Web address *(list all URLs used; attach separate sheet if necessary)*				
Email address *(Required)*			Delivery method of month-end Merchant Statement ☐ Letter ☒ Email	

Special Fee Conditions

See Section 3.24 of the terms & conditions for a full description of fees.

No SSL Authorization Surcharge; No Minimum Monthly Fee or Cancellation Fee; Mid Chain 219891; combined ACH required; AMEX Direct

Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. ***What this means for you:*** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Merchant Acceptance/Bank Disclosure

Each person signing below 1) agrees that they have received a copy of the terms and conditions [T & C pages 1–7] associated with this agreement, 2) agrees to all such terms and conditions, 3) agrees that all information provided on this agreement is true, correct, and complete, 4) agrees that they have the legal power and authority to execute this agreement, 5) authorizes the Acquirer to investigate, either through its own agents or through credit bureaus, all information provided in this agreement and on the individual(s) listed on this agreement, 6) agrees that Acquirer may give information to others, including creditors and credit reporting agencies, concerning the Acquirer experience with merchant, and that 7) Acquirer may request additional information as needed. **Member Bank (Acquirer) Information:** Central Bank of St. Louis, 7707 Forsyth Blvd, St. Louis, MO 63105 • Phone 1-800-697-0480.

Important Acquirer Responsibilities

1. Central Bank is the only entity approved to extend acceptance of the Payment Card Brands products directly to a Merchant.
2. Central Bank is responsible for educating Merchants on pertinent Payment Card Brands Operating Regulations with which Merchants must comply.
3. Central Bank, not the ISO, must hold, administer and control all reserve funds derived from settlement.
4. Central Bank, not the ISO, must hold, administer and control settlement funds for the Merchant.
5. Central Bank must be a principal (signer) to the Merchant Agreement.

Important Merchant Responsibilities

1. Complying with cardholder data security and storage requirements.
2. Maintaining fraud and chargebacks below established thresholds.
3. Reviewing and understanding the Merchant Agreement.
4. Complying with the Payment Card Brands operating regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement including the terms and conditions which are provided to ensure the Merchant understands some important obligations of each party and that the Payment Card Brands Member—Central Bank of St. Louis—is the ultimate authority should the Merchant have any problems.

X _____			
Signature of Owner, Authorized Officer	Print name	Title	Date
X _____			
Signature of Owner, Authorized Officer	Print name	Title	Date
X _____			
Signature of Repay Authorized Officer	Print name	Title	Date
X _____			
Signature of Acquirer Authorized Officer	Print name	Title	Date

PR APPROVED:

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Merchant Information

Have you been placed on the Combined Terminated Merchant File? ☐ Yes ☐ No

Product/Service offered *(restaurant, clothing, auto, etc)* Health and Fitness

Merchant Business Structure

☐ C-Corp *(Privately owned)*, State of Inc._____ ☐ S-Corp *(Privately owned)* ☐ Partnership *(Privately owned)* ☐ Sole Proprietor ☒ LLC ☐ Not for Profit

☐ C-Corp *(Publicly owned)*, State of Inc._____ ☐ S-Corp *(Publicly owned)* ☐ Partnership *(Publicly owned)* ☐ Government Agency

Stock symbol, if the merchant is a publicly held company _____

Length of time in business? Years_____ Months_____ Length of time legal entity in business? Years_____ Months_____

Name of previous Visa/MC/Discover®/American Express® processor or bank *(attach 3 current months processor statements):*

Processing Volume *(for internal use only)*

☒ Monthly ☐ Daily Average Ticket $_____ Maximum Ticket $_____

Monthly Visa/MasterCard/Discover Volume $_____ Monthly American Express Volume $_____

Peak Season Visa/MasterCard/Discover/American Express Volume $_____

Method of Acceptance *(totals must equal 100%)*

Swiped_____% Imprinted_____% MO/TO_____% Internet_____%

Responsible Individual _____% of ownership *(Social Security # or Date of Birth is required if the merchant processes American Express)*

Last name | First name | MI | Title *(Required)*

Residence address | City | State | Zip

Residence phone | Social Security # | Date of Birth | Driver's license # | State

First Beneficial Owner _____% of ownership

Last name | First name | MI | Title

Residence address | City | State | Zip

Residence phone | Social Security # *(Required)* | Date of Birth | Driver's license # | State

Second Beneficial Owner _____% of ownership

Last name | First name | MI | Title

Residence address | City | State | Zip

Residence phone | Social Security # *(Required)* | Date of Birth | Driver's license # | State

Third Beneficial Owner _____% of ownership

Last name | First name | MI | Title

Residence address | City | State | Zip

Residence phone | Social Security # *(Required)* | Date of Birth | Driver's license # | State

Fourth Beneficial Owner _____% of ownership

Last name | First name | MI | Title

Residence address | City | State | Zip

Residence phone | Social Security # *(Required)* | Date of Birth | Driver's license # | State

Trade References

1) Name/Contact | Phone

2) Name/Contact | Phone

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Terminal Information

☐ Global ☐ TSYS ☒ Retail ☐ Restaurant (no tip) ☐ Restaurant/Retail Tips (no auto close)

Terminal type _____ ☐ Dial ☒ IP Printer/Pinpad type _____

Software/Gateway *(payment application name)* ☐ Virtual ☐ Shopping Cart ABC Fitness Solutions Version _____

Merchant Site Survey Report *(To be completed by Independent Agent)*

Merchant location: ☒ Store front ☐ Office building ☐ Warehouse ☐ Residence ☐ Other _____

Merchant: ☐ Owns ☐ Leases building premises Landlord name _____ Landlord phone # _____

Yes	No		Yes	No	
☒	☐	Merchant appears to be conducting business as represented in this agreement.	☐	☒	Have you taken pictures inside and outside of the premises?
☒	☐	Merchant is adequately staffed and stocked to do business.	☒	☐	Have you confirmed the identity of the person who signed the contract?
☒	☐	Merchant has posted any business license(s) required to do business.	☒	☐	Have you confirmed the signor as owner/principal of the business?

Comments Merchant Needs 2 Software TIDs

☐ I hereby verify that I have physically inspected the business premises at this address.

☒ I also verify that all information submitted in this agreement is correct to the best of my knowledge and belief.

Inspected by / Sales Rep *(print)* Agent #

X _____
Signature Date

Electronic Debit/Credit Authorization

Merchant hereby authorizes Bank, or third party in accordance with this agreement, to initiate debit/credit entries to Merchant's deposit account, as indicated below. This authority is to remain in full force and effect until (a) Bank has received written notification from Merchant of its termination, in such a manner as to afford Bank reasonable opportunity to act on it and (b) all obligations of Merchant to Bank that have arisen under this Agreement have been paid in full. This authorization extends, but is not limited, to such entries to this account which concern discount fees, transaction fees, chargebacks, penalties, service fees, return items fees, lease, rental and purchase charges involving Point-of Sale ("POS") and credit card imprint equipment.

A voided check from this account must be attached.

Bank name Name on account

Address City State Zip

Routing # Account # Phone #

You have the option of accepting Visa credit cards, MasterCard credit cards, Discover cards, American Express Cards, credit cards issued by MasterCard signature debit cards (MasterMoney Cards) or Visa signature debit cards (Check Cards). You may elect to accept any or all of these card types for payment. If you do not specifically indicate otherwise, your agreement will be processed to accept ALL Visa, MasterCard, Discover and AXP Card types.

Indicate Visa, MasterCard, Discover, AXP Card or PayPal types NOT to accept: PayPal

☐ By checking this box, Merchant opts out of receiving future commercial marketing communications from American Express.

MO/TO, Internet Questionnaire *(Complete this section only if credit card processing is more than 25% MO/TO, Internet)*

What % of sales are to: Business consumer _____ % Individual consumer _____ %

Describe your refund policy in detail (attach sheet if necessary): _____

Method of marketing: ☐ Newspaper/Magazine ☐ TV/Radio ☐ Internet ☐ Direct mail, brochure and/or catalog ☐ Outbound telemarketing sales

Percentage of products sold via: Phone orders _____ % Mail/Fax orders _____ % Internet orders _____ % Other _____ %

Who processes the order? ☐ Merchant ☐ Fulfillment center ☐ Consumer ☐ Other ☐ N/A

Who enters credit card information into the processing system? ☐ Merchant ☐ Fulfillment center ☐ Consumer ☐ Other

If credit card information is taken over the internet, is payment system encrypted by SSL or better? ☐ Yes ☐ No

If the Merchant is an e-Commerce Merchant, is a Merchant Certificate utilized? ☐ Yes ☐ No

If Yes, please provide: Merchant Certificate # _____ Certificate Issuer _____ Expiration date _____

Do you own the product/inventory? ☐ Yes ☐ No ☐ N/A Is product stored at your location? ☐ Yes ☐ No ☐ N/A If No, where? _____

After charge authorization, how long until the product ships? (days) _____ ☐ N/A Who ships the product? ☐ Merchant ☐ Fulfillment center ☐ N/A

Product shipped by? ☐ US Mail ☐ Other ☐ N/A Delivery receipt requested? ☐ Yes ☐ No ☐ N/A

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Corporate Guaranty/Resolution

(Not required on volumes less than $100,000 monthly—except for high risk accounts)

_____ , the duly elected, qualified and acting _____

Corporate Secretary** Office Title

of _____ , a _____ (the "Merchant Company"), do hereby certify as follows:

Legal Corporate Name of Merchant Company Incorporation Status

The following resolutions were duly adopted by the board of directors / managing member(s) / general partners (circle one) of the Merchant Company WHEREAS, the Merchant Company desires to enter into a Merchant Agreement (the "Merchant Agreement") with Central Bank Corporation, a Missouri industrial loan corporation ("Bank") and TriSource Solutions, LLC. d/b/a REPAY, a Nevada Limited Liability Company ("ISO"). NOW, THEREFORE, BE IT RESOLVED, that the Merchant Agreement by and among the Merchant, Bank and ISO, is hereby approved and adopted in the form pro-vided by ISO, together with such additions, changes or modifications as may be deemed necessary, advisable or appropriate by the officer(s) executing or causing the same to be completed; and RESOLVED FURTHER, that in connection with the Merchant Agreement, the appropriate officer(s) of the Merchant Company is/are hereby authorized to establish (a) an Operating Account into which funds from credit card sales by the Merchant Company will be directed, and (b) if necessary, a Reserve Account into which funds from credit card sales by the Merchant Company may be directed by Bank in accordance with the provisions of the Merchant Agreement; RESOLVED FURTHER, that the Merchant Company hereby grants Bank a security interest in the funds held by the Merchant Company in the Operating Account and Reserve Account, and the appropriate officer(s) of the Merchant Company is/are hereby authorized to execute all documents rea-sonably required by Bank to perfect such security interests; RESOLVED FURTHER, that the appropriate officer(s) of the Merchant Company is/are hereby authorized to enter into such additional agreements, and take such additional actions as may be reasonably required by Bank or ISO in connection with the Merchant Agreement; and RESOLVED FURTHER, that the Secretary / man-aging member / general partner (circle one) of the Merchant Company is hereby authorized to deliver to Bank and to ISO an Incumbency Certificate, (i) identifying the officers of the Merchant and (ii) verifying the signatures of such officers, as well as a copy of these resolutions, certified by the Secretary of the Merchant (or authorized member or partner), and Bank and ISO are here-by authorized to rely on such Incumbency Certificate and certified copy of these resolutions until formally advised by an authorized officer/member/partner of the Merchant in writing of any changes therein, accompanies by a replacement of the Incumbency Certificate.

I hereby certify under penalty of law, that I have the legal power and have been duly authorized by the company applying for a merchant processing account, to execute this agreement on behalf of the company listed on page one of this Merchant Processing Agreement. Each person listed below (an "Officer") (i) holds the office in the Merchant Company indicated opposite his or her name on the date hereof, (ii) the signature appearing opposite his or her name in the Merchant Acceptance section of Agreement, is the genuine signature of each such officer, (iii) each such Officer, acting individually, is authorized to execute and deliver the Merchant Agreement and each of the agreements and documents contemplated by the Merchant Agreement (collectively, the "Transaction Documents") on behalf of the Merchant Company, and (iv) each such Officer, acting individually, is authorized to perform the Merchant Company's obligations under the Transaction Documents on behalf of the Merchant Company:

_____

Print name Officer

X _____

Signature

In witness whereof, I have executed this certificate this _____ day of _____ 20 _____.

_____

Print name Title *(Corporate Secretary** or please print officer title)*

X _____

Signature

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

March 14, 2023

Merchant Agreement Terms and Conditions

These terms and conditions constitute an integral part of the Merchant Processing Agreement ("Agreement"). In consideration of the covenants set forth below, Central Bank of St. Louis ("Acquirer"), which is a member of Visa U.S.A. Inc. ("Visa"), MasterCard International ("MasterCard"), Discover®, American Express® Travel Related Services Company, Inc. (AXP) or jointly with Visa/MasterCard/Discover/American Express ("Payment Card Brands") and the undersigned merchant ("Merchant") have agreed as follows as of the date of acceptance of this Agreement by TriSource Solutions, LLC d/b/a REPAY ("REPAY or ISO"), as an affiliate of Acquirer for the purposes of providing merchant services.

ARTICLE I – CARD TRANSACTIONS

1.1 Honoring Cards

A) Merchant, whether dealing with the public or otherwise, shall honor, in a non-discriminatory manner, all valid Visa/MasterCard/Discover cards, as well as cards issued in the name of American Express ("Cards") of the type(s) indicated when properly presented as payment in connection with bona fide, legitimate business transaction;

B) Merchant shall not require a Cardholder to provide identification information such as telephone number, address or driver's license number as a condition of completing a transaction unless permitted by applicable state law and allowed by the rules and regulations ("Card Issuers' Regulations") of a Card Issuer Visa/MasterCard/Discover (issuers shall hereinafter be referred to collectively as "Card Issuers");

C) Merchant may not make a photocopy of a Card under any circumstances nor request that the Cardholder provide a photocopy of the Card as a condition for honoring same.

D) Surcharging
1) Merchant must complete a Surcharge Notification form to notify the acquirer of merchant's intent to surcharge cardholder a minimum of 30 days prior to doing so. This form is located at www.repay. com
2) Merchant must complete notification to Visa at www.visa.com/merchantsurcharging
3) Merchant must complete notification to MasterCard at www.mastercard.us.merchants/support/surcharge-rules.html
4) Merchant must disclose surcharging to cardholders prominently and near the point of sale device.
5) Surcharge must be displayed on the cardholder's receipt as a separate line item while being included in the total transaction amount.
6) Merchant must NOT surcharge debit cards, prepaid cards or check cards.
7) Merchant MAY NOT surcharge cardholder an amount which is more than the merchant is charged. Also a maximum cap of 4% applies.
8) Merchant agrees to refund surcharge amount on a transaction which is refunded. Merchant agrees to partially refund a surcharged amount pro rata on a partially refunded transaction.
9) Merchant agrees if a transaction with a surcharge amount is disputed, the total transaction will be charged back including the surcharged amount.
10) Merchant agrees not to surcharge cardholders if specifically prohibited by state law in which the business is governed.
11) Merchant agrees these rules not are totally inclusive, and Merchant agrees to read and understand the to-tality of each payment card brand's rules by visiting each website PRIOR to engaging in surcharging any cardholders.

E) The Card Brands permit any U.S. merchant to set a minimum transaction amount (not to exceed USD 10 or any higher amount established by the Federal Reserve by regulation) to accept cards that access a credit account. The Brands do not permit merchants to set a minimum transaction amount to accept cards that access a debit account.

1.2 Advertising

A) Subject to: i) private clubs, ii) Merchants who do not deal with the public, iii) vehicle leasing companies at airport locations, iv) transportation companies subject to government regulation, or v) Merchants expressly exempted from by Card Issuers' Regulations, Merchant shall adequately display advertising or promotional material provided or required to inform the public that Cards are honored at Merchant's place of business;

B) Merchant shall not display or use advertising or promotional materials containing Acquirer's name or symbol, which might cause a customer to assume that Merchant honors only Cards issued by Acquirer;

C) Merchant shall have the right to use or display the proprietary names and symbols associated with Cards only while this Agreement is in effect, or until Merchant is notified by Acquirer or any appropriate Bank Card organization to cease such usage;

D) Merchant shall comply with all applicable Card Issuer Regulations concerning the use of service marks and copyrights owned by Visa/MasterCard/Discover;

E) Merchant shall use the proprietary names and symbols associated with Cards only to indicate that Cards are accepted for payment and shall not indicate, directly or indirectly, that Acquirer, Visa/MasterCard/Discover or any Payment Card organization endorses Merchant's products or services;

F) Merchant shall not refer to Visa/MasterCard/Discover in stating eligibility for its products, services, or memberships.

1.3 Card Examination

A) Merchant agrees to carefully examine any Card security features (such as hologram) included on the Card; compare the embossed account number on the face of the Card with the account number indented on the signature panel; check the validity date and expiration date of the Card; and shall not honor any invalid or expired Card without proper, prior authorization;

B) Where the magnetic stripe on the Card is read in connection with a transaction, Merchant shall compare the embossed account number on the Card to the number displayed or printed by the terminal to verify they are the same;

C) Except for mail orders, telephone orders or pre-authorized transactions, Merchant shall not complete a transaction without presentation of the Card by the Cardholder and proper examination by the Merchant of the Card;

D) If the signature panel on the Card is blank, Merchant shall:
1) Review the positive identification to confirm identity. Such identification must consist of a current, official government identification document (such as a passport or driver's license) bearing Cardholder's signature; and
2) Indicate such positive identification (including any serial numbers and expiration date) on the sales draft if the transaction is a Visa transaction, and if permitted by applicable state law. (Such information shall not be recorded for MasterCard transactions); and
3) Require Cardholder to sign the signature panel on the Card before completing the transaction; and
4) Request authorization.

E) In the case of a Visa Card, Merchant shall compare the printed issuing bank identification number, which is directly above the first four digits of the embossed account number. If the printed number and the embossed number do not match, Merchant shall call the voice authorization number and request a "code 10" operator.

1.4 Authorization

A) Before honoring any Card, Merchant is required to request authorization from Acquirer's designated authorization center.

B) Authorization numbers, or positive account number verification response codes, as appropriate, shall be printed legibly in the designated area on the sales slip.

C) If authorization is denied, Merchant shall not complete the transaction and shall use its best efforts by reasonable and peaceful means to follow any instructions from the authorization center.

D) Merchant shall be liable to Acquirer, regardless of any authorization, if Merchant completes a transaction when the Cardholder is present but does not have his Card, the Cardholder does not sign the sales slip, or the signature on the sales slip does not match the signature appearing on the Card, or the signature panel on the Card is blank.

E) In no event shall an authorization be deemed to be Acquirer's representation that the particular transaction is in fact a valid, authorized or undisputed transaction entered into by the Cardholder or an authorized user of the Card.

F) Where authorization is requested for transaction involving suspicious or unusual circumstances the Merchant shall call and request a "code 10" authorization from Acquirer's designated authorization center.

G) An authorization for a restaurant transaction, in which a gratuity is added to the sales slip by the Cardholder, is valid if the total transaction amount is within 20% of the authorization amount.

H) If authorization is obtained for the estimated amount of a car rental transaction, Merchant shall disclose to Cardholder the amount authorized on the rental date.

1.5 Retention and Retrieval of Cards

Merchant shall use its best efforts, by reasonable and peaceful means, to retain or recover a Card;

A) If Merchant receives a negative response from the account number verification service, and until Merchant receives further instruction from Acquirer's designated authorization center;

B) While making an authorization request;
1) If Merchant is advised to retain the Card in response to an authorization request; or
2) Where the embossed account number, indent printed account number and/or encoded account number do not match, or an unexpired Card does not have the appropriate hologram on the Card face; or
3) If the Merchant has reasonable grounds to believe the Card is counterfeit, fraudulent or stolen. The obligation of Merchant to retain or recover a Card imposed by this section does not authorize a breach of the peace or any injury to persons or property, and Merchant will hold Acquirer harmless from any claim arising from any injury to person or property or other breach of the peace. If a recovered Card is retained by a law enforcement agency, Merchant shall forward a legible copy of the front and back of the Card to Acquirer, or other bankcard organization, as appropriate, to support payment of any applicable reward.

1.6 Completing the Transaction Record

Except as provided below, Merchant agrees to do all of the following when honoring a Card; provided, however, that Merchant shall have no obligations to utilize a sales Slip (and the provisions below relating to usage of sales slips shall not apply to Merchant) if Merchant does not utilize sales slip documents in its nonnal course of business;

A) To enter on the sales slip the transaction date, a description of the goods or services sold, and the price thereof (including any applicable taxes) in detail sufficient to identify the transaction;

B) To obtain the signature of the customer on the sales slip after the transaction amount is identified in the "total" column;

C) To compare the signature on the sales slip and the signature panel of the Card, and if the Card has a photograph of the Cardholder, to verify identity, and if either identification is uncertain or the account numbers are not the same or Merchant otherwise questions the validity of the Card, to contact Acquirer's authorization center for instructions;

D) To imprint legibly on the sales slip the embossed legends from the Card and from the Merchant imprinter plate. If the imprinter does not legibly imprint, Merchant shall legibly detail the Cardholder's name and account number and Merchant's name and place of business, as well as the name or trade style of the issuer as it appears on the face of the Card, the ICA number, the Card initials, if any, and both the effective date and expiration date. Merchant shall also record on the sales slip any other embossed data such as security symbols.

E) To deliver a true and completed copy of the sales slip to the customer at the time or delivery of the goods or performance of the services or for point of transaction terminal transactions, at the time of the transaction.

F) For transactions, which originate at and are data-captured using point-of-sale transaction terminals. Merchant must include the following on the Cardholder copy or the sales draft;
1) The Cardholder account number
2) Merchant's name
3) Merchant's location code or city and state
4) The amount of the transaction
5) The transaction date

G) Transaction records must be produced for all transactions, which originate at and are data-captured using automated dispensing machines or limited-amount terminals, except for transactions that originate at magnetic-stripe-reading telephones. Such transaction records must include at least the following information;
1) The Cardholder account number
2) Merchant's name
3) The magnetic-stripe-reading terminal location code or city and state
4) The amount of the transaction
5) The transaction date

H) Whenever the encoded account number cannot be read from the magnetic stripe, Merchant shall follow normal authorization procedures and complete the approved transaction using a manual imprinter.

1.7 Multiple Transaction Records; Partial Consideration

A) Merchant must include on one transaction record the entire amount due for the transaction, except in the following instances:
1) The transaction involves purchases made in separate departments of a multi-department store;

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2) The transaction involves delayed or amended charges for a vehicle rental transaction in which:
   a) The Cardholder consented to be liable for such charges; and
   b) Such charges consist of ancillary or corrected charges such as taxed or fuel fees, and not charges for loss, theft, damage, or traffic violations;
3) Merchant sends the Cardholder a copy of the amended or add-on sales drafts (sales drafts for such delayed or amended charges may be deposited without the Cardholder signature provided that Merchant has Cardholder's signature on file, and the words "SIGNATURE ON FILE" are entered onto the signature panel of the sales draft);
4) The customer pays a portion of the transaction amount in cash, by check, with any Card, or any combination of such payments at the time of the transaction and further provided that Merchant obtains authorization for that part of the transaction effected with a Card;
5) All or a portion of the goods or services are to be delivered or performed at a later date and the customer signs two separate sales slips, one of which represents a deposit and the second of which represents payment of the balance, and the balance sales slip is completed only upon delivery of the goods or performance of the services, in which case Merchant agrees:
   a) To note on the sales slips the word "Deposit" or "Balance" as appropriate and the words "Delayed Delivery"
   b) If the total amount or the two slips exceeds the applicable floor limit, to obtain prior authorization and note the authorization date an approval code in the sales slips; and
   c) Not to present the "Balance" sales slip until all goods are delivered or all the services are performed; or
   d) The Cardholder is using the installment payment option offered in accordance with Paragraph 1.8.
   e) Merchant agrees not to divide a single transaction between two or more transaction records to avoid obtaining an authorization.
   f) For sales processed at electronic POS terminals, multiple items individually billed to the same account will not be considered a violation of this Agreement if separate authorizations are obtained for each item.

1.8 Telephone Order, Mail Orders, Preauthorized Orders, and Installment Orders

A) If the transaction is a telephone order (TO) mail order (MO), or preauthorized order (PO), the sales slip may be completed without a customer's signature or a Card imprint, however Merchant shall:
   1) Print legibly on the sales slip sufficient information to identify the Card issuer, Merchant and the Cardholder, including: Merchant's name and address, the Card issuers' name or trade style, ICA number and bank initials (if any), the account number, the expiration date and any effective date on the Card, the Cardholder's name, and any company name, and
   2) Print legibly on the signature line of the sales slip the letter "TO","MO" or "PO" (recurring transaction for Visa transaction), as appropriate.
   3) Obtain authorization for every sale for MO and TO transactions, authorization must be obtained no more than 7 calendar days before the transaction date. Merchant shall attempt to obtain the expiration date of the Card as part of the authorization inquiry.
B) On any non imprinted or expired Card transaction, Merchant shall be deemed to warrant the customer's true identity as an authorized user of the Card, whether or not authorization is obtained, unless Merchant obtains and notes legibly on the sales slip independent evidence of the customer's true identity.
C) In connection with a recurring transaction (or pre-authorized order) pursuant to which goods or services are delivered to or performed for a Cardholder periodically, Merchant agrees to the following conditions:
   1) Merchant must obtain a written request from the Cardholder that the recurring transaction is charged to the Cardholder's account;
   2) The written request must specify the amount of the recurring transaction (or allow space for Cardholder to specify a minimum and maximum amount if the recurring transactions are to be for varying amounts), the frequency of the recurring charges, and the length of time for which the preauthorized order is to remain in effect;
   3) Before renewing a preauthorized order, Merchant must obtain a subsequent written request from the Cardholder containing the information listed above;
   4) Merchant must not deliver goods or perform services covered by a preauthorization order after being advised that the preauthorization has been canceled by cardholder or that the Card is not being honored; and
   5) Except as provided in Paragraph 1.7, a recurring transaction may not include partial payments to Merchant for goods or services purchased in a single transaction, or for periodic payments of goods or services on which Merchant assesses additional finance charges;
   6) Merchant must inform Cardholder that he has the right to receive, at least 10 days prior to each scheduled transaction date, written notice of the amount and date of the next charge. Cardholder may elect to receive the notice
      a) For every charge
      b) Only when the transaction amount does not fall within the specified range shown on the order form, or If the total
      c) Only when the transaction amount will differ from the most recent charges charge by more than an agreed upon amount.
D) Merchant may offer Cardholders an installment payment option for its mail/telephone order merchandise subject to the following conditions; Merchant's promotional material must clearly disclose the installment terms, including but not limited to:
   1) Whether the plan is available only for selected items or for the total amount or any order; and
   2) How shipping and handling charges and applicable taxes will be billed. The material also must advise Cardholders who are not billed in the transaction currency of the Merchant that the installment billing amounts may vary due to fluctuations in the currency conversion rates;
   3) Merchant may add no finance charges. The sum of the installment transactions may not exceed the total sales price of the merchandise on single transaction bases;
   4) Authorization is required for each installment transaction. Merchant's floor limit is zero;
   5) Merchant may not deposit the first installment transaction with Acquirer until the merchandise is shipped. Subsequent installment transactions must be deposited;
   6) At intervals of 30 days or more; or
   7) On the anniversary date of the transaction {i.e. the same date each month}
   8) In addition to Merchant's name, an appropriate installment transaction descriptor (e.g. 1 of 5, 2 of 5) must be included in the Merchant mane field of the clearing record.

1.9 Vehicle Rental Transactions

Regardless of the terms and conditions of any written preauthorization form, the sales slip amount for any vehicle rental transaction shall include only that portion or the transaction, including any applicable taxes, evidencing a bona fide renting of personal property by Merchant to a customer and shall not include any consequential charges. Nothing herein is intended to restrict Merchant from enforcing the terms and conditions of its preauthorization form through means other than a Card transaction.

1.10 Returns and Adjustments; Credit Slips

A) If with respect to any transaction, any merchandise is accepted for return or any services are terminated or canceled, or any price adjustment is allowed by the Merchant (other than involuntary refunds by airlines or other carriers when required by applicable tariffs and except where otherwise required by law or governmental regulations.) Merchant shall not make any cash refund to the Cardholder but shall deliver promptly to Acquirer a credit slip evidencing such a refund or adjustment.
B) Each credit slip shall be signed and dated by Merchant and include the transaction date, a description of the goods returned, services canceled or adjustment made and the amount or the credit in sufficient detail to identify the transaction and the embossed data from the Card and Merchant's imprinter plate
C) The refund or adjustment shall be indicated on a credit slip and may not exceed the original transaction amount.
D) The Merchant may limit its return, adjustment, refund or exchange policies provided that proper disclosure is made and purchased goods or services are delivered to the Cardholder at the time of the transaction.
E) Proper disclosure by the Merchant must be given at the time of the transaction by printing the following words or similar wording on all copies of the sales slip or invoice being presented to the Cardholder for signature in letters approximately 1/4 inch high and in close proximity to the space provided for the Cardholder's signature;
   1) "NO REFUND" for a Merchant which may not accept merchandise in return or exchange and may not issue a refund to a Cardholder.
   2) "EXCHANGE ONLY" for a Merchant which may accept merchandise in immediate exchange for similar merchandise of a price equal to the amount of the original transaction
   3) "IN STORE CREDIT ONLY" for a Merchant which may accept merchandise in return and deliver to the Cardholder an In-store credit for the value of the merchandise returned which may be used only in the Merchant's place(s) of business
F) A Merchant may, if permitted by applicable law, stipulate special circumstances under which a surcharge shall be assessed for the use of a Card. The wording to appear on the sales slip shall be any special terms of the transaction(s).
G) Merchant must deliver to the Cardholder a true and completed copy of the credit slip to the time of the credit transaction. Merchant shall not process a credit slip without having completed the purchase transaction with the Cardholder and in no event may the credit exceed the amount of the original transaction.

1.11 Cash Payments

Merchant shall not receive any payments from a customer for charges included on any transaction record resulting from the use of any Card, nor receive any payments from a Cardholder to prepare and present a credit slip for the purpose or affecting a deposit to the Cardholder's account.

1.12 Cash Advances

Unless expressly authorized in writing by Acquirer, Merchant agrees not to make any cash advance to a Cardholder, either directly or by deposit to the Cardholder's account. Money orders sent by wire, contribution to charitable and political organizations, tax payments, insurance premium payments, alimony and child support payments, and court costs and fines shall not be considered cash advances or withdrawals. Merchant shall not obtain, under any circumstance, authorization for nor process a sale or cash advance on any card Merchant is authorized to use. Processing Merchant's own card or the processing of an unauthorized cash advance is grounds for immediate termination.

1.13 Disclosure and Storage of Transaction Information

A) Except as otherwise required by law, Merchant shall not, without the Cardholder's and Acquirer's prior written consent, sell, purchase, provide, or otherwise disclose the Cardholder's account information or other Cardholder information to any third party other than Acquirer's or Merchant's agents and processing organizations for the purpose of assisting Merchant in its business.
B) Merchant and any agent of Merchant shall store in an area limited to selected personnel and prior to discarding, shall destroy in a manner rendering data unreadable all material containing Cardholder account number Card imprints, such as sales slips and credit slips, car rental agreements and carbons.
C) Merchant or any agent of Merchant shall not retain or store magnetic stripe data subsequent to the authorization of a transaction.
D) Merchant further warrants and agrees that in the event of its failure, including bankruptcy, insolvency or other suspension of business operations, it will not sell, transfer, or disclose any materials that contain Cardholder account numbers, personal information or transaction information to any third parties, and shall return the information to Acquirer or provide acceptable proof of destruction to Acquirer.
E) Merchant shall notify Acquirer if it utilizes any third party or third party software products to process, store or transmit any information with respect to transactions.
F) Acquirer shall not disclose or permit access to or use of the non-public personal information of Merchant or its members or customers made available by Merchant to Acquirer for any purposes other than those specifically required to fulfill acquirer's contractual obligations with Merchant. Acquirer shall not sell the information regarding Merchant or its members or customers for any reason. In connection with providing services to Merchant, Acquirer shall comply with Section 3.10 and take all commercially reasonable steps to ensure the privacy and security of the information of Merchant and its members or customers In Acquirer's possession and protect against anticipated threats and hazards to the security of such Information. Acquirer shall take all commercially reasonable steps to prevent unauthorized access to or use of such information that could result in substantial harm or inconvenience to Merchant or its members or customers. In the event any court or regulatory agency seeks to compel disclosure of the Information, Acquirer shall, if legally permissible, promptly notify Merchant of the disclosure requirement and will cooperate so that Merchant may at its expense seek to legally prevent this disclosure of the information.

ARTICLE II – PRESENTMENT PAYMENT AND CHARGEBACK

2.1 Transmission of Data

In lieu of depositing paper sales slips and credit slips with Acquirer, Merchant may transmit to Acquirer, in the form of magnetic tape or electronic data, as specified and acceptable to Acquirer, all data required to appear on the sales slip or credit slip. The term "sales data" as used herein shall mean the data transmitted by Merchant contained in a sales slip or the electronic or magnetic tape record that is the equivalent of such sales slip. The term "credit data" as used in this Agreement shall mean the data transmitted by Merchant contained in a credit slip or the electronic or magnetic tape record that is equivalent thereto. All data (transaction records) transmitted shall be pre-sorted and

organized in a form and format approved and/or instructed in advance by Acquirer. All references to "sales slips" and "credit slips" in this Agreement shall be deemed to include transaction records transmitted by paper, electronically or on magnetic tape.

2.2 Presentment of Transaction Records to Acquirer

A) Merchant may designate a third party who does not have a direct Agreement with Acquirer as its agent for delivering transactions data-captured at the point of sale by such agent if Merchant elects to use such agent. Merchant agrees to the following conditions (for purposes of this Paragraph 2.2, "Merchant" includes any such permitted agent):
   1) Merchant must provide satisfactory notice to Acquirer that Merchant chooses to exercise the option specified above;
   2) The obligation of Acquirer to reimburse Merchant for transactions is limited to the amount (less the applicable or appropriate discount fee) delivered by Merchant's designated Agent; and
   3) Merchant is responsible for its agent's failure to comply with applicable Credit Card Issuer and/or Merchants Regulations, including, but not limited to, any violation resulting in a chargeback.

B) Merchant shall present all sales data relevant to a transaction, except that;
   1) Merchant shall present no sales data until goods have been shipped or the services have been performed and Merchant has otherwise performed all of its principal obligations to the customer in connection with the transaction unless the Cardholder agreed to a delayed delivery of goods and proper disclosures were made at the time of the transaction;
   2) When Merchant requests and receives authorization for delayed presentment and legibly prints on the sales slip the authorization number and the words "Delayed Presentment", Merchant must present the sales data within the permitted period for delayed presentment (not to exceed 30 calendar days).
   3) If Merchant is obligated by law to retain a sales slip or return it to a buyer upon timely cancellation, Merchant must present the sales data within 10 bank business days after the date of the transaction; and
   4) When Merchant has multiple locations or offices and accumulates transaction records at a central facility, Merchant must present the transaction records to Acquirer within 20 calendar days after the transaction date. Merchant with multiple locations must deliver the transaction records in such manner that Acquirer is able to identify the transactions originating at each location.

C) Merchant shall deliver all credit data to Acquirer within 3 bank business days after the credit transaction date, except if Merchant has multiple locations as described in Paragraph (B / 4) above, Merchant must deliver the credit data to Acquirer within 7 business days after the transaction date

D) Merchant shall not present to Acquirer, directly or indirectly, any transaction record that Merchant knows or should have known: to be fraudulent or not authorized by the Cardholder; results from transaction outside Merchant's normal course of business; that results from a transaction not involving Merchant; that contains the account number of a Card account issued to Merchant; or was not the result of a transaction between Merchant and Cardholder.

E) If the transmission of sales data or credit data from Merchant to Acquirer is in the form of magnetic tape or electronic data, Merchant shall preserve a copy of the sales and credit slips pursuant to Paragraph 3.3.

F) Merchant is prohibited from re-depositing any transaction that has previously been charged back and subsequently returned to Merchant. This prohibition applies with or without the Cardholder's consent of the Merchant's actions. Merchant may, at its option, pursue payment from the customer in such event.

G) Merchant shall not deposit duplicate Transactions. Merchant shall be debited for any duplicate Transactions and shall be liable for any Chargebacks and any fines or penalties levied by the Payment Card Brands, which may result therefrom.

H) Merchant shall not present any Transaction representing the refinancing of an existing obligation of a Cardholder including, but not limited to obligations:
   1) Previously owed to Merchant,
   2) Arising from the dishonor of a Cardholder's personal check, and/or
   3) Representing the collection of any other pre-existing indebtedness, including collection of delinquent accounts on behalf of third parties.

2.3 Acceptance and Discount

Subject to the provisions of any agreement of Merchant hereunder and of any chargeback right, Acquirer agrees to accept valid transaction records from Merchant during the term of this Agreement and to pay Merchant the total amount represented by the transaction records less any percentage discount and fees agreed to by the parties. In this regard, Merchant understands and agrees that any fee or charge provide herein is that which is to be initially applicable and imposed and such fees and charges may be increased or otherwise amended from time to time by Acquirer with or without advance notice to Merchant except as otherwise herein specifically provided. Any payment made by Acquirer to Merchant shall not be final but shall be subject to subsequent review and verification by Acquirer and may be subject to chargeback until the chargeback period expires.

2.4 Insecurity

Notwithstanding Paragraph 2.3, Acquirer may withhold payment to Merchant or prohibit Merchant's withdrawal of funds then on deposit with Acquirer for any of the following reasons:

A) Acquirer is suspicious of any transaction records;
B) Merchant's volume of sales exceeds a stipulated amount or amounts that are typically generated during a particular period;
C) Merchant's average ticket amount exceeds a stipulated amount;
D) Merchant does not swipe Cards through electronic terminals;
E) Merchant fails to authorize transaction;
F) Acquirer receives excessive retrieval request against Merchant's account as prior activity;
G) Excessive chargebacks are debited against Merchant's account as prior activity; or
H) If for any other reason, including but not limited to fines or penalties that are, or Acquirer reasonably assumes will be, assessed against Merchant based on its violation of any Card Issuer Regulations, and/or its breach of this Agreement such that Acquirer reasonably determines that withholding funds or preventing withdrawals of funds previously deposited with Acquirer is necessary to cover anticipated charges, fines and/or penalties resulting from Merchant's Card activities.

2.5 Endorsement

Merchant agrees that Merchant shall be deemed to have endorsed in Acquirer's favor any transaction records Merchant presents to Acquirer and Merchant hereby authorizes Acquirer to supply such endorsement on Merchant's behalf.

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2.6 Prohibited Payment

Merchant agrees that Acquirer has the sole right to receive payments on any accepted transaction record as long as:

A) Acquirer has paid Merchant the amount represented by the transaction record less the discount and fees; and
B) Acquirer has not charged such transaction record back to Merchant unless specifically authorized in writing by Acquirer. Merchant agrees not to make or attempt to make any collections on any transaction record, and promptly to deliver the same in kind to Acquirer as soon as received, together with the Cardholder's name and account number and any correspondence accompanying the payment.
C) A merchant may not accept a Card for an unlawful Internet gambling transaction.
D) Merchant will pay all Card Association fines, fees, penalties and all other assessments or indebtedness levied by Card Associations to Bank which are attributable, at the Bank's discretion, to Merchant's Transaction processing or business.

2.7 Chargeback

A) Under any one or more of the following circumstances, Acquirer has accepted, and Merchant shall repay Acquirer the amount represented by the transaction record:
   1) The transaction record or any material information on a sales slip (such as the account number, expiration date of the Card, Merchant description, transaction amount, or date), is illegible, incomplete, is not endorsed, or is not delivered to Acquirer within the required time limits;
   2) The transaction received a negative account verification service response (or would have received a negative account verification service response if Merchant had contacted the service on the transaction date) and Merchant did not reject the transaction or receive prior authorization for the transaction, as applicable;
   3) The sales slip does not contain the required imprint of a Card that was valid, effective, and unexpired on the transaction date;
   4) The transaction was one for which prior credit authorization was required and prior credit authorization was not obtained, or a valid authorization number is not correctly and legibly included on the transaction record;
   5) The transaction record is a duplicate of an item previously paid, or is one of two or more transaction records generated in a single transaction in violation of this Agreement;
   6) The Cardholder disputes the execution of the transaction record, the sale, delivery, quality, or performance of the goods or services purchased, or alleges that a credit adjustment was requested and reissued or that a credit adjustment was issued by Merchant but not posted to the Cardholder's account;
   7) The price of the goods or services shown on the transaction record differs from the amount shown on the copy of the sales slip or the receipt delivered to the customer at the time of the transaction;
   8) Acquirer reasonably determines Merchant has violated any term, condition, covenant, warranty, or other provision of this Agreement in connection with the transaction record or the related transaction;
   9) Acquirer reasonably determines the transaction record is fraudulent or that the related transactions were not a bona fide transaction in Merchant's ordinary course of business, or is subject to any claim of illegality, cancellation, recession, avoidance, or offset for any reason whatsoever, including without limitation negligence, fraud, or dishonesty on the part of Merchant or Merchant's Agents or employees;
   10) The transaction record arises from a mail or telephone order transaction which the Cardholder disputes entering into or authorizing, or which involves an account number that never existed or that has expired and has not been renewed;
   11) Merchant fails to provide any sales slip or credit slip to Acquirer in accordance with Paragraph 3.1 of this Agreement.
   12) Any other Merchant transaction charged back to Acquirer for whatever reason pursuant to Card Issuer Regulations.

B) In the event Merchant believes a chargeback to be improper, Merchant must notify Acquire of this in writing within 10 calendar days of the date of the chargeback or forfeit its right to contest the chargeback.
C) Except in the case of chargebacks based solely on the Merchant's failure to obtain an authorization, Acquirer may chargeback a transaction in accordance with this section even if an authorization was obtained in connection therewith. Merchant's obligation to reimburse, indemnify Acquirer for the amount of any chargeback shall survive termination of this Agreement.
D) Guarantors are personally liable for all chargebacks. In the event Merchant sells its business, and the new owner incurs chargebacks from transactions during the period Guarantors owned business, the original Merchant and all guarantors will continue to be held personally liable for the chargebacks.

2.8 Merchant's Business

A) Merchant shall provide Acquirer and REPAY with immediate notice of its intent to
   1) Transfer or sell any substantial part of its total assets, or liquidate;
   2) Change the basic nature of its business, including selling any products or services not related to its current business;
   3) Change fifty percent (50%) or more of the ownership or transfer control of its business;
   4) Enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes any interest in Merchant's business; or
   5) Alter in any way Merchant's approved monthly volume and average ticket;

B) Failure to provide notice as required above may be deemed a material breach and shall be sufficient grounds for termination of this Agreement, or, at REPAY option may result in REPAY amending the terms of this Agreement, including, but not limited to, holding funds and/or altering the Merchant funding schedule if REPAY and Acquirer deem it necessary to protect against financial loss. If any of the changes listed above occur, Acquirer and REPAY shall have the option to re-negotiate the terms of this Agreement or provide immediate notice of termination;
C) Failure to provide REPAY with the merchant's correct federal tax identification number(s) with the completed processing application may result in fines assessed to the merchant. Moreover, failure to provide REPAY with an updated federal tax number(s) for the merchant within 15 days of any change may result in fines assessed to the merchant;
D) Merchant will immediately notify REPAY, with a copy to Acquirer, of any bankruptcy, receivership, insolvency or similar action initiated by or against Merchant or any of its principals. Merchant will include Acquirer and REPAY on the list of creditors filed with the Bankruptcy Court, whether or not a claim exists at the time of filing;
E) Merchant must notify REPAY, with a copy to Acquirer, in writing of any changes to the information in the Merchant Application, including but not limited to: any additional location or new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and how sales are completed. Merchant must also notify REPAY in writing, with a copy to Acquirer, if Merchant sells or closes its business. Except for a change to the financial condition, REPAY and Acquirer must receive all such notices 7 days before the change. Merchant will provide updated information

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to REPAY upon request. Merchant is liable to REPAY and Acquirer for all losses and expenses incurred by REPAY and Acquirer arising out of Merchant's failure to report changes. REPAY and Acquirer may immediately terminate this Agreement upon a change to the information in the Merchant Application, whether REPAY and Acquirer independently discover such change or whether Merchant notifies REPAY and Acquirer of such change.

ARTICLE III – MISCELLANEOUS

3.1 Imprinters and Terminals

A) Merchant shall keep all imprinter(s) and terminal(s) used to process Card transactions in good working order and shall notify Acquirer prior to any change in imprinted or programmed information.
B) Merchant is required to immediately notify in writing Acquirer in the event a Point of Sale terminal becomes lost or stolen.

3.2 Forms

Merchant shall use only such forms or modes of transmission for sales data and credit data as are provided or approved in advance by Acquirer, and Merchant shall not use forms or equipment provided by Acquirer other than in connection with Card transactions hereunder.

3.3 Records

A) Merchant shall, for Visa/MasterCard/Discover purposes, preserve a copy of the actual paper sales slips and credit slips for at least 6 months after the date Merchant presents the transaction data to Acquirer, and Merchant shall make and retain for at least 3 years from such date legible microfilm copies of both sides of such actual paper transaction records.
B) Merchant agrees to immediately notify Acquirer of any Merchant location(s) added after the date of this Agreement, and agrees to the establishment of a separate processing account for said location(s).

3.4 Request for Copies

A) Within 1 business day of receipt of any request by Acquirer, Merchant shall fax or mail to Acquirer either the actual paper transaction record, if requested by Acquirer, or a legible copy thereof (in size comparable to the actual paper transaction records), and any other documentary evidence available to Merchant and reasonably requested by Acquirer to meet its obligations under law (including its obligations under the fair credit billing act) or otherwise to respond to questions concerning Cardholders accounts.
B) For purposes of retrieval or records, Merchant must retain sale slips and credit slips by reference number within date sequence.
C) If Merchant does not provide a requested copy of sales slip(s) to Acquirer within the time frame specified, in addition to other rights and remedies available to Acquirer under this Agreement:
   1) Acquirer may charge Merchant a penalty fee; and
   2) Acquirer may charge Merchant the transaction amount of the requested sales slip.
   3) Acquirer may, at its option, charge Merchant the transaction amount of the requested sales slip at the time of the request. Such amount will be reimbursed to the Merchant upon delivery of a valid and correct sales slip.

3.5 Disputes with Cardholder; Indemnification of Acquirer

All disputes between Merchant and any Cardholder relating to any Card transaelion shall be settled between Merchant and such Cardholder. Merchant shall defend, indemnify and hold Acquirer harmless from all claims, liabilities, damages, losses (including but not limited to those arising from fraud or similar activities whether or not Merchant participated in any way), and expenditures (including but not limited to investigation expenses, resaarch time, reasonable attomey's fees and other costs of defense whether or not provided by Acquirer's personnel or others) relating to or arising out of any such Card transactions and/or from Merchant's failure to comply with any of its obligations under this Agreement. The obligations under this Paragraph 3.5 shall survive termination of this Agreement.

3.6 Excessive Chargebacks and/or Retrievals

Merchant agrees that in the event Acquirer is presented, during any monthly period, with chargebacks and/or retrieval requests relating to the transactions of the Merchant processed by Acquirer in excess of one percent (1%) of interchange volume of such transactions, such chargeback and/or retrieval requests will conclusively be deemed to be excessive under applicable Card Issuer Regulations which shall allow Acquirer to take such action as may be authorized herein or by applicable Card Issuer Regulations, including, but not limited to, terminating this Agreement and/or passing through to Merchant any charges and/or penalties that may be imposed by Visa/MasterCard/Discover. In addition to any other remedies provided herein, Acquirer may impose an excessive chargeback fee of Twenty-Five Dollars ($25) per occurrence if Merchant's monthly chargeback volume exceeds one percent (1%) of monthly sales.

3.7 Terms, Termination and MATCH and/or the Consortium Merchant Negative File (the CMNF) published by Discover (formerly Combined Terminated Merchant Files "CTMF")

A) The initial term of this Agreement shall be two (2) years from the date this Agreement is executed by Acquirer. Thereafter, the Agreement will automatically renew on a month to month basis until either party provides thirty (30) days' prior notice to the other party of its intention to terminate. Merchant's obligations under this Agreement remain in full force and effect relative to all transactions submitted under this Agreement prior to the date of termination. This Agreement may be terminated at any time by either party with or without cause upon ninety (90) days' written notice to the other party. Such notice shall be effective when hand delivered or three (3) days following the date the notice is deposited in the mail or upon any late date specified in the notice. Acquirer may terminate this Agreement without prior notice in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due, or if Acquirer reasonably determines that Merchant has violated any term, condition, covenant, or warranty of this Agreement and fails to cure such breach within thirty (30) days' notice.
B) Upon the effective date of any such termination, Merchant's rights hereunder to make Card transactions, to deposit transaction records with Acquirer, and to use sales slip forms, credit slip forms, promotional material, and any other items provided by Acquirer hereunder shall cease, but Merchant's obligations in connection with any transaction record accepted by Acquirer (whether before or after such termination), including without limitation Merchants chargeback obligations, shall survive such termination.
C) Merchant expressly acknowledges that a MATCH/CMNF file is maintained by Visa/MasterCard/Discover containing information on Merchants terminated for one of more reasons specified in Visa/MasterCard/Discover operating rules and regulations. Such reasons generally include, but are not limited to; fraud, counterfeit paper, unauthorized transaction, excessive chargebacks or highly suspect activity. Merchant acknowledges that Acquirer is required to report the Merchant business name and the names of its principals to MATCH/CMNF when Merchant is terminated due to one or more of the foregoing reasons. Merchant expressly agrees and consents to such reporting by Acquirer in the event of the termination of this Agreement due to one or more of such reasons.

3.8 Limitation of Liability

Acquirer's liability to Merchant or to any party claiming by, through or under Merchant, shall be limited in the aggregate for the term of this Agreement (as may be extended) to the average of one month's fees paid by the Merchant for the services rendered hereunder by Acquirer. In determining the average of the month's fees, the fees paid for the three months' ending on the last day of the month immediately preceding the month in which Acquirer first sends notice of a claim to Merchant shall be averaged. This Agreement is a service agreement. Acquirer disclaims all other representations or warranties made to Merchant or to any other person. **Acquirer shall in no event be liable for any incidental, exemplary, punitive, indirect or consequential damages whatsoever, regardless of whether such damages were foreseeable or whether any party or entity has been advised of the possibility of such damages.** Acquirer is not liable to Merchant for errors made by account number verification service or for Merchants failure to contact same. The above limitations shall not apply to a breach by Acquirer of Sections 1.13(F) or 3.10 or to an indemnification obligation of Acquirer.

3.9 Supplementary Documentation; Fees; Fines and Penalties

All reference herein to this "Agreement" shall collectively include current schedules, amendments, Merchant application, change notices, addendum, appendices and attachments and associated reference materials, all or which are incorporated herein by reference and made a part of this Agreement as if fully set forth. Merchant agrees to pay the fees and charges identified in this Merchant application or in any other schedule of fees and charges provided to Merchant, which may be amended from time to time as provided in Paragraph 3.18. All fees and charges charged to the Merchant shall be presumed correct unless the Merchant notifies Acquirer in writing within thirty (30) days from the date of a monthly statement which includes the disputed item. Merchant shall be liable to Acquirer for all fees, fines and penalties that may be assessed against Acquirer by either Visa/MasterCard/Discover as a result of Merchant's activities hereunder. An administrative fee will be applicable.

3.10 Compliance with Law; PCI Security Program, Non-Disclosure and Storage of Cardholder and Transaction Information Requirements

Each party confirms that it is, and shall be, in full compliance during the term of this Agreement with all laws, statutes and federal and/or state regulations, as well as rules and operating regulations and bylaws imposed by Visa/MasterCard/Discover applicable to its business and any Card transaction, including without limitation all state and federal consumer credit and consumer protection statutes and regulations, non-disclosure of Cardholder information and transaction documents, and other security procedures adopted by Visa/MasterCard/Discover. Merchant hereby certifies that it (and any outside agent that it may utilize to submit transactions to Acquirer and/or third party software provider) complies with the Payment Card Industry ("PC I") instituted by Visa/MasterCard/ Discover hereby certifies that it (and any outside agent that it may utilize to process transactions submitted to Acquirer and/or third party software provider) complies with the Payment Card Industry ("PCI") instituted by Visa/MasterCard/Discover, including the PCI Cloud Computing Standards. Each Party hereby agrees to pay any fines and penalties that may be assessed by Visa/MasterCard/Discover as a result of such party's breach of this paragraph, including but not limited to any fines or penalties that may be assessed based on its noncompliance with the requirements of PCI, or by its failure to accurately validate its compliance, or as a result of any data breaches resulting from its storage of Cardholder information. Each party will review and/or monitor the requirements at https:llwww.pcisecuritystandards.org to determine compliance under PCI. As part of this Agreement, Merchant must validate PCI compliance by completion of annual Self Assessment Questionnaires and if applicable, quarterly system scans with an Approved Scanning Vendor as determined by the PCI Security Standards Organization. The foregoing is an ongoing obligation during the term of this Agreement and as it may be renewed. Merchant acknowledges and understands that Merchant may be prohibited from participating in Visa/MasterCard/Discover programs if it is determined that Merchant is noncompliant. The following lists certain of the current PCI requirements, all of which Merchant and Acquirer shall comply with, if applicable: (i) install and maintain a working network firewall to protect data accessible via the Internet; (ii) keep security patches up-to-date;(iii) encrypt stored data; (iv) encrypt data sent across networks; (v) use and regularly update anti-virus software; (vi) restrict access to data to business "need to know," (vii) assign a unique ID to each person with computer access to data; (viii) do not use vendor supplied defaults for system passwords and other security parameters; (ix) track access data by unique ID; (x) maintain a policy that addresses information security for employees and contractors; and (xi) restrict physical access to Cardholder information.

A) Merchant agrees to validate compliance with the requirements of the Payment Card Industry (PCI) Data Security Standards, including, but not limited to, satisfactory completion and submission of Self Assessment Questionnaires (SAQs), and quarterly system scans if determined as necessary by the PCI Data Security Standards on a continual basis. Merchant will be provided with the tools and resources required to complete the validation process. Failure to provide successful PCI validation will cause the Merchant to be subject to a monthly PCI Non Compliance Fee. The PCI Non Compliance fee will be assessed ninety (90) days after approval of Merchant account if merchant has not validated PCI compliance, or after any ninety (90) day consecutive period for which Merchant was not in compliance with validation standards.
B) if (a) a party becomes aware of a breach of the security of its (or its vendors or subcontractors) systems, (b) any Personal Data is disclosed by a party in violation of the Data Protection Standards, or (c) a party becomes aware that an unauthorized access, disclosure or use of such personal data has occurred or is likely to occur as a result of an act or omission of such party or any subcontractor or vendor of such party (each such event, an **"Information Security Breach"**), such party shall immediately notify the other party of such Information Security Breach, and at the discretion of the other party shall promptly: (a) reasonably investigate, remediate, and mitigate the effects of the Information Security Breach and (b) provide the other Party with assurances reasonably satisfactory to such party that such Information Security Breach shall not recur. Additionally, if any Information Security Breach occurs and the Data Protection Standards require notification of public authorities or of individuals whose data was so affected or require other remedial actions, or the other party determines that other remedial measures are warranted, including such party responding to reasonable requests from the other party regarding, and cooperating with the other Party in connection with, any investigation, incident management, media relations or law enforcement activities, and providing consumer remedies such as credit monitoring or ID theft insurance (the foregoing, collectively, the **"Remedial Actions"**), such Party shall, at the other party's request undertake such Remedial Actions or cooperate with the other Party in undertaking Remedial Actions in accordance with industry best practices. For purposes of this Agreement, **"Data Protection Standards"** means Data Protection Laws and Data Security Guidelines; **"Data Protection Laws"** means all federal, state, local laws that pertain to data protection and privacy to the extent such laws are applicable to the activities of the parties under this Agreement; **"Data Security Guidelines"** means all standards, guidelines, practices or procedures required by under applicable laws or regulations or by the payment networks with respect to data security or protection of Personal Data, as such may be amended from time to time, to the extent applicable to the obligations to be performed under this Agreement, including: the Payment Card Industry Data Security Standards ("PCI-DSS") and the PCI Cloud Computing Guidelines; and "Personal Data" means information, data and materials relating to identified or identifiable individuals, including enrollment records, billing and payment records, physical addresses, email addresses, and other personal information, data

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and materials relating to a party's or its customers, including 'Cardholder Data" (as such term is defined in the Data Security Guidelines).

3.11 Modification

This Agreement is subject to such modifications, changes, and additions as may be required, or deemed by Acquirer to be required by reason of any state or federal statute, judicial decision, Visa/MasterCard/Discover rule or regulation, or the regulation or ruling of any federal agency having jurisdiction over Acquirer or Merchant.

3.12 Changes in Transmission Mode

The means of transmission indicated below shall be the exclusive means utilized by Merchant for the transmission of sales data or credit data to Acquirer. Merchant shall give Acquirer at least thirty (30) days prior written notice of Merchants desire to deliver and deposit actual sales slips and credit slips or otherwise to alter any material in respect to Merchants medium of transmission of sales data and credit data to Acquirer. Following termination, Merchant shall upon request provide Acquirer with all original and microfilm copies required, to be retained as of the date of termination.

3.13 Penalty Fees

A) Acquirer, for the following reasons, may charge a higher discount fee rate on transactions with the following event(s) in accordance with the Visa/MasterCard/Discover published interchange rates:

1) Batches not closed within two (2) business days of the earliest transaction date in the batch;
2) Non-authorized transactions over floor limit;
3) Credit cards not swiped through POS terminal;
4) Terminal did not read the entire content of the magnetic stripe
5) Transaction did not meet Visa/MasterCard/Discover requirements for the best interchange fee.
6) Actual monthly processing volume exceeds approved monthly volume in this Agreement.

3.14 Description of Fees

A) Discount Fees in accordance with the Visa/MasterCard/Discover published interchange rates

1) **Retail Qualified Rate:** Swiped consumer credit or check Card transactions that are electronically authorized and closed in a daily batch and include all minimum authorization and transaction information as required for the Visa Custom Payment Service ("CPS") or MasterCard Merit III interchange programs.
2) **MO/TO & Internet Qualified Rate:** Mail Order, Telephone Order or Internet key-entered transaction where the Card is not present and an Address Verification Service is required. Must be a consumer credit or check Card transaction and is electronically authorized and closed in a daily batch and includes all minimum authorization and transaction information as required for CPS Card not Present or CPS Key-Entered or MasterCard Key-Entered interchange programs.
3) **Mid-Qualified (Retail only):** Includes consumer credit and check Card transactions that are a) key-entered, b) not settled within two business days, c) made with cards that have missing or unreadable magnetic stripe or chip data, d) made using a Visa Rewards Card at a T&E Merchant, e) made when the Card is not present.
4) **Non-Qualified (Retail, MO/TO & Internet):** All credit and check Card transactions that do not meet the requirements of the other rate categories. Also includes any transactions made on any Visa Corporate and Signature Card types, MasterCard Commercial or WorldCard Card types or any foreign cards.

3.15 Independent Sales Organization/Member Service Provider

A) Merchant acknowledges that:
1) Acquirer may use an Independent Sales Organization (ISO) or Member Service Provider (MSP) operating under applicable Card Issuer Regulations who is an independent contractor and not an agent of Acquirer,
2) No ISO or MSP has authority to execute this Agreement on Acquirer's behalf or to alter the terms hereof without Acquirer's prior written approval.

3.16 Hold Back

Subsequent to a termination of this Agreement for any reason or upon receipt of actual notice or knowledge that Merchant has or intends to cease operations, Merchant agrees that Acquirer may hold from Merchant's or final settlement amounts a reasonable amount for any items returned, reversed or charged back subsequent to the effective date of termination or cessation of business operations. Acquirer shall forward to Merchant verifications of these items as same are received. Acquirer shall return such withheld amounts to Merchant on the first business day that is ninety (90) days from the effective date of termination, or receipt of notice or knowledge of a location closure as described above.

3.17 General

A) The paragraph headings and captions contained in this agreement are for convenience only, and should not be deemed to define, limit or describe the scope or intent of this agreement to the extent that they conflict with the Substance of this Agreement.
B) This Agreement shall be binding upon and insure to the benefit of the parties hereto and their successors and assigns; provided, however this Agreement may not be assigned by Merchant without the written consent of Acquirer. Any such assignment by Merchant without Acquirer's prior written consent shall be null and void.
C) Should any provision of this Agreement contravene any law, or valid regulation to rule of any regulatory agency of self regulatory body having jurisdiction over either party hereto, or should any provision of this Agreement otherwise be held invalid, or unenforceable by a court or other body of competent jurisdiction, then each such provision shall be automatically terminated and performance hereof by both parties waived, and all other provisions of this Agreement then in effect shall never the less remain in full force and effect.
D) No failure by Acquirer to insist upon strict performance of any term or obligation set forth in this Agreement or to exercise any right or remedy under this Agreement nor acceptance of partial performance during continuance of default hereunder, shall constitute a waiver of any such term, obligation, right or remedy, or a waiver of any such default by Acquirer.
E) Applicable law; venue and mutual jury trial waiver. This Agreement shall be governed and construed exclusively in accordance with the laws of the State of Nevada without reference to its conflicts of laws rules. All of the parties hereto, whether or not actually signatories to this document, agree that the exclusive venue for any and all proceedings relating to this agreement shall be the courts located in the State of Nevada. Furthermore, as material condition to one another in entering into said agreement, each of the parties hereby waive their right to trial by jury in any action or proceeding based upon, arising out of, or in any way relating to this agreement or the relationship between or among said parties, whether sounding in contract or tort or otherwise.
F) All notices or other communications required to be given by either party shall be in writing and shall be effective when hand delivered, emailed, or sent by United States mail, postage prepaid (whether or not sent with a Merchant Statement) and shall be deemed to be given when hand delivered or upon deposit in email or the mail as indicated. Notices shall be addressed to the parties at the address identified below, or such other address as may be specified by either party by notice to the other party.
G) Acquirer may not appoint an Agent(s) to do or take any actions that may be done or taken by Acquirer under this Agreement without Merchant's prior written consent; provided, however, Merchant acknowledges and agrees that it consents to ABC Fitness Solutions, LLC. and/or Trisource Solutions, LLC d/b/a REPAY acting as Agent for Acquirer hereunder. Acquirer shall be responsible for all actions of any approved Agents. Any breach of this Agreement by any Agent of Acquirer (and any act or omission by any Agent of Acquirer that would be a breach of this Agreement if such act or omission were by Acquirer) shall be deemed a breach by Acquirer.
H) This Agreement is intended by the parties as a final expression of and a complete and exclusive statement of the terms of this Agreement there being no conditions to the enforceability of this Agreement. This Agreement may not be amended, supplemented or modified except in writing executed by the parties or unless otherwise provided in this Agreement.
I) Effective date or start date of agreement begins when merchant application is accepted and boarded onto ISO systems. This effective date may vary from merchant acceptance signature date on agreement.

3.18 Electronic Debit/Credit Authorization

Merchant authorizes Acquirer or third party in accordance with this Agreement, to initiate debit/credit entries to Merchant's deposit account, as indicated on Merchant Processing Agreement. This authorization is to remain in full force and effect until:

A) Acquirer has received written notification from Merchant of its termination, in such a manner as to afford Acquirer reasonable opportunity to act on it and
B) All obligations of Merchant to Acquirer that have arisen under this Agreement have been paid in full. This authorization extends, but is not limited, to such entries to this account which concern discount fees, transaction fees, chargebacks, penalties, service fees, return item fees, lease, rental and purchase charges involving Point-Of-Sale ("POS") and credit Card Imprint equipment.
C) Merchant shall regularly and promptly review all statements of account, banking statements, and other communications sent to Merchant and to immediately notify REPAY if any discrepancy exists between Merchant's records and those provided by REPAY, the Merchant's bank, or with respect to any transfer that Merchant believes was not authorized by Merchant or Customer. If Merchant fails to notify REPAY in writing within fourteen (14) calendar days after the date that REPAY mails or otherwise provides a statement of account or other report of activity to Merchant, Merchant will be solely responsible for all losses or other costs associated with any erroneous or unauthorized transfer. The foregoing does not limit in any way Merchant's liability for any breach of this Agreement.

3.19 Representations and Warranties of Merchant

Merchant represents and warrants to Acquirer and REPAY at the time of execution and during the term of this Agreement that:

A) All information contained in the Merchant Application or any other documents delivered to Acquirer and/or REPAY in connection therewith is true and complete and properly reflects Merchant's business, financial condition and principal partners, owners or officers;
B) Merchant has the power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and does not and will not violate any provisions of Federal or state law or regulation, or conflict with any other agreement to which Merchant is subject;
C) Merchant has all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so;
D) There is no action, suit or proceeding now pending or to Merchant's knowledge, threatened by or against or affecting Merchant which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations;
E) To the best of Merchant's knowledge and belief, each Sales Draft presented to Acquirer for collection is genuine and is not the result of any fraudulent transaction or telemarketing sale or is not being deposited on behalf of any business other than Merchant. Further, Merchant warrants that each Sales Draft is the result of a bona fide Card Transaction for the purchase of goods or services by the Cardholder in the total amount stated on the Sales Draft;
F) Merchant has performed or will perform all of its obligations to the Cardholder in connection with the Card Transaction evidenced thereby;
G) Merchant has complied with Acquirer's and REPAY' procedures for accepting Cards, and the Card Transaction does not involve any element of credit or debit for any purpose other than as set forth in this Agreement and shall not be subject to any defense, dispute, offset or counter claim which may be raised by any Cardholder under the Rules, the Consumer Credit Protection Act (15 USC 1601) or other relevant state or federal statutes or regulations;
H) Any Credit Voucher which it issues represents a bona fide refund or adjustment on a Card sale by Merchant with respect to which a Sales Draft has been accepted;
I) Unless Merchant notifies REPAY in writing (either on the Merchant Application or otherwise), no other processing relationship exists between Merchant and another bankcard processing institution, for this, or any other business run or owned by Merchant.
J) With respect to all Card Transactions that Merchant requests REPAY and Acquirer to originate, Merchant continuously represents and warrants to Acquirer and REPAY that:
1) Each Customer has authorized the debiting and/or crediting of its account;
2) Each Entry is for an amount the customer has agreed to; and
3) Each Entry is in all other respects properly authorized.

3.20 Privacy Policy

This Agreement incorporates by reference our Privacy Policy, which may be found at www.trisourcesolutions.com/privacypolicy.pdf

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PR APPROVED:

3.21 Definitions

In addition to terms otherwise defined in this Agreement, capitalized terms shall have the meaning ascribed to them in this section.

"Account" means a commercial checking or demand deposit account maintained by Merchant for the crediting of collected funds and the debiting of fees and charges under this Agreement.

"ACH" means the Automated Clearing House paperless entry system controlled by the Federal Reserve Board.

"Agreement" means the Merchant Application, and these Terms and Conditions, and any supplementary documents referenced herein, and schedules, exhibits and amendments to the foregoing.

"American Express" means the Cards bearing the Marks of, and Card Network operated by, American Express Travel Related Services Company, Inc. or its affiliates.

"Authorization" means a computerized function or a direct phone call to a designated number to examine individual Transactions to obtain approval from the Card Issuer to charge the Card for the amount of the sale in accordance with the terms of this Agreement and the Network Rules.

"Bank" has the meaning set forth on the Merchant Application.

"Card" means (i) a valid credit card or debit card in the form issued under license from a Card Network. ("Bank Card"); or (ii) any other valid credit card or debit card or other payment device approved by Bank and accepted by Mer-chant.

"Card Issuer" means the financial institution or company which has provided a Card to a Cardholder.

"Card Network" means Visa U.S.A., Inc., MasterCard International, Inc., American Express Travel Related Services Company, Inc., DFS Services LLC (the owner of Discover) and their affiliates, or any other payment networks approved by Bank that provide Cards accepted by Merchant.

"Card Not Present" or "CNP" means that an Imprint of the Card is not obtained at the point-of-sale.

"Cardholder" (sometimes referred to as "Card Member" in certain Card Network materials) shall mean any person authorized to use the Cards or the accounts established in connection with the Cards.

"Credit Voucher" means a document executed by a Merchant evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder account.

"Discover Card" means a Card bearing the Discover Marks and accepted as part of the DFS Services Network.

"Guarantor" has the meaning set forth on the Merchant Application.

"Guaranty" has the meaning set forth on the Merchant Application.

"ISO" has the meaning set forth on the Merchant Application

"Merchant" has the meaning set forth on the Merchant Application.

"Merchant Application" has the meaning set forth on the Merchant Application.

"Network Rules" means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Networks and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBT, the Quest Operating Rules and with respect to PIN debit cards, the rules, regulations, policies and procedures of the applicable debit network).

"Provider" as provided by the introductory paragraph to these Terms and Conditions, means ISO and Bank together.

"Transaction" means any sale of products or services, or credit for such, from a Merchant for which the Cardholder makes payment through the use of any Card and which is presented to Provider for collection.

"Voice Authorization" means a direct phone call to a designated number to obtain credit approval on a Transaction from the Card Issuer, whether by voice or voice-activated systems.

3.22 Merchant Statement Key

Brand-Originated Fee Names	The names given to particular fees by the card brands (Visa, MasterCard, Discover, American Express)
Statement Fee Names	The names of particular fees as they appear on the repay monthly merchant statement
Fee Descriptions	Explanation/Descriptions of a particular fee

Visa Fee Names	**Statement Names**	**Fee Descriptions**
Visa Auth	Auth fee	Authorization Fee on Visa Transactions
Visa ARU	ARU auth	Authorization Fee for Automated Response Unit on Visa transactions
Visa Voice Auth	Voice auth	Authorization Fee for Voice Authorization on Visa transactions
VISA APF credit	APF credit	Acquiring Processing Fee for Visa Credit Transactions
VISA APF Debit	APF debit	Acquiring Processing Fee for Visa Debit Transactions
VISA Misuse Auth	Misuse auth system	Fee for Misuse of Authorization System on Visa Transactions
Visa FANF	FANF	Fixed Acquirer Network Fee for access to Visa networks
Visa Integrity Fee	Trans Integrity fee	US domestic debit & prepaid card failing CPS qualifications on Visa transactions
Visa Floor Limit Rate	Floor Limit Rate	Transactions without matching authorizations through EQT device on Visa transactions
Visa IAF	IAF	International Acquiring Fee on foreign issued Visa transactions
Visa ISA	ISA	International Service Assessment on Visa transactions
File Transfer	File Transfer	File transfer fee on all Visa transactions
V Excess Att	V Excess Att	Fee for domestic authorization reattempt in excess of 15 within 30 days.
V Excess Att XB	V Excess Att XB	Fee for Cross-Border authorization reattempts in excess of 15 within 30 days.
V High Fallbck	V High Fallbck	Visa Fallback rate of 10% or higher
V AppAtt	V AppAtt	Domestic system integrity fee per transaction assessed for the first and each subsequent reattempt.
V AppAtt Xb	V AppAtt XB	Cross-border system integrity fee per transaction assessed for the first and each subsequent reattempt.
V AVS	V AVS	Assessed per AVS request on all transactions.

MasterCard Fee Names	**Statement Names**	**Fee Descriptions**
MC Auth	Auth fee m	Authorization Fee on MasterCard Transactions
MC ARU	ARU auth m	Authorization Fee for Automated Response Unit on MasterCard transactions
MC Voice Auth	Voice auth m	Authorization Fee for Voice Authorization on MasterCard transactions
MC Misuse Fee	Misuse auth system m	Fee for Misuse of Authorization System on MasterCard Transactions
MC Cross Border/Acq Sup %	Cross Border/Acq Sup	Fees on MasterCard foreign authorizations and/or transactions
MC DEF	DEF	The Digital Enablement Fee will be assessed on all MasterCard card not present sale transactions.
M Acq Merch Advice	M Acq Merch Advice	Fee assessed on CNP where in the past 30 days a transaction on the same card for the same amount is declined with MAC 03 or 21.
MLocation Fee	MLocation Fee	Monthly fee for opened merchants
NABU	NABU	Network Brand Access Usage for MasterCard authorizations
MC Exc Auth	MC Exc Auth	Fee assessed on authorization attempts in excess of 10 declined attempts
MC Decline RC CNP	MC Decline RC CNP	Fee assessed on authorizations processed on MasterCard network where enhanced intelligence is provided

Discover Fee Names	**Statement Names**	**Fee Descriptions**
Discover Network Auth Fee	DNAF	Network Access Fee on Discover Transactions
Disc IPF/ISF	IPF/ISF	International Processing Fee/International Service Fee on Discover foreign transactions
D Trans Integrity	D Trans Integrity	Program Integrity fee applied to all card sales which are submitted at a Mid or Base level program
Disc DUC	DUC	Data Usage Fee on Discover authorizations
Disc Auth	Auth fee d	Authorization Fee on Discover Transactions
Disc ARU	ARU auth d	Authorization Fee for Automated Response Unit on Discover transactions
Disc Voice Auth	Voice auth d	Authorization Fee for Voice Authorization on Discover transactions
D AVS Fee	D AVS Fee	Assessed per AVS request on all transactions
D DigInv Fee	D DigInv Fee	Assessed on gross sales for keyed and ecommerce transactions
D Acct Verify Serv	D Acct Verify Serv	Fee assessed per account verification request

Amex Fee Names	**Statement Names**	**Fee Descriptions**
Assessment Fee	Assessment Fee	The fee applies to gross American Express card volume.
Card-Not-Present Fee	Non-Swiped	The fee applies to gross card-not-present volume, such as keyed and e-commerce transactions. The CNP surcharge is charged in addition to to the sponsorship fee of 0.15%, making the total assessment on card-not-present volume 0.45%.
Inbound Fee	Inbound Fee	The American Express international assessment applies to gross sales volume involving a card issued outside of the United States.
Data Quality Fee	Data Quality Fee	The fee applies to any American Express transaction that does not meet data quality standards, e.g. incorrect MID numbers or incorrect MCCs. The fee is 0.75% of the face amount of the transaction amount.
AcqTran A	AcqTran A	Assessed to all OptBlue US Credit and prepaid transactions. Excludes debit card trans and Refunds
Auth	Auth Fee A	Authorization fee on American Express (AXP) transactions
ARU	ARU auth a	Authorization Fee for Automated Response Unit on AXP authorizations
Voice Auth	Voice auth a	Authorization Fee for Voice Authorization on AXP authorizations
AX OB Pgm Fee	AX OB Pgm Fee	Fees assessed on each AXP OptBlue transaction when AXP volume exceeds $3M.

PR APPROVED:

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SCHEDULE A – RATES & FEES Cost Plus

Merchant Business Name: _____

Interchange Plan: **Cost Plus** MID (last 6): _____ Date: _____

Summary of Fees

Rate filled in below must reflect true quoted rate

Processing Fees	Visa	bp + $	per tran	MC	bp + $	per tran	AXP	bp + $	per tran	Discover	bp + $	per tran

V Small Merch: ☐ Application Fee: ☐ Agent collect ☐ TriSource collect $_____ ☐ Gateway Set-up Fee or ☐ Wireless Set-up Fee $_____

Visa/MC/Disc/AXP Fees	Rates	Trans Fees
Program Pricing	Pass Through	Pass Through
Dues/Assessments Fees	Pass Through	Pass Through

PIN Debit Interchange Plus uplift ..... _____ bp

PIN Debit Flat Rate ..... _____ %

PIN Debit Transaction Fee ..... $_____

Customer Service Fee ..... $_____

Monthly Minimum Visa/MC/Discover/AXP Fee ..... $_____

Debit Access Fee (PIN Debit monthly) ..... $_____

Chargeback Fee (per chargeback) ..... $_____

Annual Fee Yr ..... $[redacted]

AVS/Address Verification (per AVS) ..... $_____ Start: _____ End: _____

Batch Fee (per batch) ..... $_____ Start: _____ End: _____

Disc Network Fee (monthly) ..... $_____ Start: _____ End: _____

Dispute Resolution Fee (per dispute) ..... $[redacted] Start: _____ End: _____

Elevate Merch Access Fee (monthly) ..... $_____ Start: _____ End: _____

Flex Fee Start & End Dates

Other Recurring Fees

Gateway Fee (Monthly) ..... $_____ Start: _____ End: _____

Gateway Trans Fee (per transaction) ..... $_____ Start: _____ End: _____

Mailed Chargeback Fee (per mailed chargeback) ..... $_____ Start: _____ End: _____

Misuse Pct M (MC Misuse Final Authorizations) ..... [redacted]

M Claims Fee (per MC claim/dispute) ..... $_____ Start: _____ End: _____

PCI Monthly Fee (PCI vendor w/breach protection) ..... $_____ Start: _____ End: _____

PCI Management Fee (monthly) ..... $_____ Start: _____ End: _____

Regulatory Fee ☐ Annual or ☐ Monthly ..... $_____ Start: _____ End: _____

Retrieval Fee (per retrieval request) ..... $_____ Start: _____ End: _____

Return Item Support ..... $_____ Start: _____ End: _____

VForeign Fee (International Credit Auth) ..... $[redacted] Start: _____ End: _____

Wireless Monthly Fee (per wireless activation) ..... $_____ Start: _____ End: _____

PIN Debit/EBT Per Authorization Fee ..... $_____

Visa/MC/Discover/AXP Per Authorization Fee ..... $_____

Voice Per Authorization Fee ..... $[redacted]

ARU/Touchtone Per Authorization Fee ..... $[redacted]

Other ..... $_____ Start: _____ End: _____

Special Fee Conditions / Notes:

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Fees Disclosures

Program Pricing

Visit the following links for a breakdown of Interchange Rates and Fees charged by MasterCard®, Visa®, Discover Network® and American Express®:

MasterCard: http://www.mastercard.us/merchants/interchange.html
Visa: http://usa.visa.com/merchants/merchant-support/interchange-reimbursement-fees.jsp
Discover: http://www.discovernetwork.com/merchants/FAQ/merchants-faq.html
AXP: http://www.americanexpress.com/merchantopguide

Dues & Assessments

MasterCard® transactions are calculated at 13bp and transactions equal to or greater than $1,000 will be calculated at 14bp. Visa Assessments Debit products will be calculated at 13bp and Credit products will be calculated at 14bp. Discover Network® transactions are calculated at 14bp. ***Card network dues and assessments are subject to periodic adjustments.***

Processing Fees

These fees are assessed by TriSource Solutions against each MasterCard, Visa, Discover and AXP transaction and are calculated as a percentage of the transaction amount and/or transaction fee against each item.

MasterCard/Visa/Discover/AXP Card Brand Fees

Other fee categories charged by MasterCard, Visa, Discover and/or AXP, which include but are not limited to:

NABU (MasterCard Network Access & Brand Usage Fee) per Auth [redacted]
Misuse Auth M (MasterCard Misuse of Authorization Fee) per Auth [redacted]
DEF (MasterCard Digital Enablement Fee) [redacted]
DEF Min (MasterCard Digital Enablement Fee) [redacted]
DEF Max (MasterCard Digital Enablement Fee) [redacted]
M Acq Merch Advice [redacted]
MC Exc Auth [redacted]
MC Decline RC CNP [redacted]
APF Credit (Visa Acquirer Processing Credit Fee) per Auth and Reversals [redacted]
APF Debit (Visa Acquirer Processing Debit Fee) per Auth and Reversals [redacted]
File Transfer Fee [redacted]
Misuse Auth V (Misuse of Authorization Fee) per Auth [redacted]
Floor Limit Rate (Visa Floor Limit Fee) per Auth [redacted]
Trans Integrity fee (Visa Debit Integrity Fee) per Auth [redacted]
V Excess Att [redacted]
V Excess Att XB [redacted]
V High Fallbck [redacted]
V AppAtt [redacted]
V AppAtt XB [redacted]
V AVS [redacted]
DUC (Discover Data Usage Charge) per Trans [redacted]
DNAF (Discover Network Authorization Fee) per Auth [redacted]
D Trans Integrity [redacted]
D AVS Fee [redacted]
D DigInv Fee [redacted]
D Acct Verify Serv [redacted]
Acq Tran A [redacted]
Assessment A Fee (Applies to Gross AXP Card Volume) [redacted]
Non-Swiped A Fee (Applies to Gross AXP Card-Not-Present Volume) [redacted]
Data Quality Fee (Applies to all AXP transactions that do not meet quality standards) [redacted]
AX OB Pgm Fee [redacted]

MasterCard/Visa/Discover/AXP International Fees

Cross Border/Acq Sup (MasterCard Cross Border/Acquirer Support Fee) [redacted]
IAF (Visa International Acquirer Fee) [redacted]
IAF (Visa International Acquirer Fee--higher risk merchant categories) [redacted]
ISA (Visa International Service Assessment Fee) [redacted]
IPF/ISF (Discover International Processing/Service Fee) [redacted]
Inbound Fee (AXP International Assessment Fee) [redacted]

Other Fees

Transaction Reversals [redacted] per transaction
Software/Gateway /Unsupported Terminals [redacted]
Fixed Acquirer Network Fee (FANF) Variable (dependent on classification)
Merchant Link Authorization surcharge [redacted]
Research Fee Variable [redacted] /hour)
Per ACH Reject Fee [redacted]
3rd Party Help Desk Calls POS Terminal Merchants [redacted]
MasterCard Service Provider Fee Variable
PCI Non Compliance Fee [redacted]
MLocation Fee [redacted] per month
Over Limit Fee [redacted]

Authorized Merchant Signature

Name:_____ Title:_____ Date:_____

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PLANET FITNESS®

EXHIBIT “L”
TO THE DISCLOSURE DOCUMENT

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All owners are responsible to ensure that their business practices comply with all applicable laws and regulations. If anything in this Operations Manual conflicts with any applicable law or regulation, the law or regulation shall govern and take precedence over this Operations Manual. If you believe that anything in this Operations Manual violates any law or regulation, please contact Planet Fitness® Club Support Center. Owners are solely responsible for all matters concerning the terms and conditions of employment of the employees at their clubs.

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Legal Statement

To Franchisees and employees of Franchisees:

The Operations Manual has been developed by Planet Fitness® Club Support Center ("PF CSC" or "the Franchisor") to provide you with standards and procedures that will help you comply with the Planet Fitness® Methods of Operation requirements outlined in the Franchise Agreement.

The information contained herein establishes our standard procedures and should be considered part of our Methods of Operation effective immediately.

Notwithstanding the information contained herein, Franchisees and their employees are responsible for ensuring compliance with local, state, and federal law and/or regulations. If those laws and/or regulations impose different requirements than what is outlined in the Operations Manual, it is your obligation to understand and comply with the applicable legal requirements. There are a variety of regulatory agencies that may have an impact on the operation of your franchise; be certain to learn which agencies govern your business and the scope of your legal obligations.

Employees at a franchise location are employed by the Franchisee and are not employees of PF CSC as Franchisor. PF CSC neither dictates nor controls labor or employment matters for Franchisees and their employees. PF CSC does not retain any reserved authority to control the terms and conditions of employment for Franchisees and/or their employees. All suggestions contained herein pertaining to the terms and conditions of employment for employees of Franchisees shall be implemented at the discretion of each Franchisee, if at all.

All owners are responsible to ensure that their business practices comply with all applicable laws and regulations. If anything in this Operations Manual conflicts with any applicable law or regulation, the law or regulation shall govern and take precedence over this Operations Manual. If you believe that anything in this Operations Manual violates any law or regulation, please contact Planet Fitness® Club Support Center. Owners are solely responsible for all matters concerning the terms and conditions of employment of the employees at their clubs.

PLANET FITNESS®

EXHIBIT “M”
TO THE DISCLOSURE DOCUMENT

STATE ADDENDA

ADDENDUM TO
PLANET FITNESS®
DISCLOSURE DOCUMENT FOR THE
STATE OF CALIFORNIA

The following information applies to franchises and franchisees subject to the California Franchise Investment Act. Item numbers correspond to those in the main body:

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.

THESE FRANCHISES WILL BE/HAVE BEEN REGISTERED (OR EXEMPT FROM REGISTRATION) UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

Before the franchisor can ask you to materially modify your existing franchise agreement, Section 31125 of the California Corporations Code requires the franchisor to file a material modification application with the Department that includes a disclosure document showing the existing terms and the proposed new terms of your franchise agreement. Once the application is registered, the franchisor must provide you with that disclosure document with an explanation that the changes are voluntary.

No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Item 3.

Item 3 is amended to provide that neither we nor any other person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

Item 6.

Item 6, under the heading entitled "Interest," shall be amended to provide that the highest interest rate allowed by law in California is ten percent (10%).

Item 17.

1. California Business & Professions Code Sections 20000 through 20043 provide rights to you 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.

2. Termination of the Franchise Agreement by us because of your insolvency or bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

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

4. You must sign a general release if you are granted a successor franchise or transfer your franchise. These provisions may be unenforceable under California law. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

5. The Franchise Agreement requires the application of the laws of New Hampshire. This provision may not be enforceable under California law.

6. The Franchise Agreement requires binding arbitration. The arbitration will occur in Portsmouth, New Hampshire (or in the city of our then-current headquarters).

7. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

8. The Franchise Agreement contains a waiver of punitive damages provision, which may not be enforceable.

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Addendum.

AMENDMENT TO
PLANET FITNESS®
FRANCHISE AGREEMENT FOR THE
STATE OF CALIFORNIA

Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Franchise Agreement is amended to include the following:

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

2. The Franchise Agreement requires the application of the laws of New Hampshire. This provision may not be enforceable under California law.

3. The Franchise Agreement gives us the right to terminate the Franchise Agreement in the event of Franchisee's bankruptcy. This provision may not be enforceable under federal bankruptcy laws (11 U.S.C. Section 101, et seq.).

4. Any and all provisions of the Franchise Agreement that provide for periods of notice less than those required by California law, or provide for transfer, termination, cancellation, nonrenewal, or the like other than in accordance with California law, shall, to the extent such are not in accordance with California law, be superseded by said law.

5. Article 1.2 of the Franchise Agreement (Acknowledgments) shall be deleted in its entirety and replaced with the following language:

> You acknowledge that, 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 dealing between you and such persons as a result of this Agreement are solely between you and us.

6. The second to last sentence of Article 4.1 of the Franchise Agreement (Location Selection and Acceptance) is hereby deleted in its entirety.

7. The two paragraphs immediately preceding the "[FRANCHISEE]" signature block of the Franchise Agreement are hereby deleted in their entirety.

8. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law and California Franchise Relations Act are met independently without reference to this Amendment.

10. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Amendment and consents to be bound by all of its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement as of the Effective Date of the Franchise Agreement.

[FRANCHISEE]	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name:_____	Print Name:
Title: _____	Title:

AMENDMENT TO
PLANET FITNESS®
AREA DEVELOPMENT AGREEMENT FOR THE
STATE OF CALIFORNIA

Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Area Development Agreement is amended to include the following:

1. The Area Development Agreement contains a covenant not to compete which may extend beyond the term of the franchise. This provision may not be enforceable under California law.

2. The Area Development Agreement requires the application of the laws of New Hampshire. This provision may not be enforceable under California law.

3. Any and all provisions of the Area Development Agreement that provide for periods of notice less than those required by California law, or provide for transfer, termination, cancellation, nonrenewal, or the like other than in accordance with California law, shall, to the extent such are not in accordance with California law, be superseded by said law.

4. The two paragraphs immediately preceding the "[AREA DEVELOPER]" signature block of the Area Development Agreement are hereby deleted in their entirety.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law and California Franchise Relations Act are met independently without reference to this Amendment.

7. In all other respects, the Area Development Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Amendment and consents to be bound by all of its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Area Development Agreement as of the Effective Date of the Area Development Agreement.

[AREA DEVELOPER]	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name:_____	Print Name:
Title: _____	Title:

ADDENDUM TO
PLANET FITNESS®
DISCLOSURE DOCUMENT FOR THE
STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/1 et. seq. and related regulations, the Franchise Disclosure Document of Planet Fitness Franchising LLC for use in the state of Illinois shall be amended to include the following:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum.

AMENDMENT TO
PLANET FITNESS®
FRANCHISE AGREEMENT FOR THE
STATE OF ILLINOIS

Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Franchise Agreement is amended to include the following:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement as of the Effective Date of the Franchise Agreement.

[FRANCHISEE]	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name:_____	Print Name:
Title: _____	Title:

AMENDMENT TO
PLANET FITNESS®
AREA DEVELOPMENT AGREEMENT FOR THE
STATE OF ILLINOIS

Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Area Development Agreement is amended to include the following:

Illinois law governs the Area Development Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Amendment.

Each of the undersigned hereby acknowledges having read and understood this Amendment and consents to be bound by all of its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Area Development Agreement as of the Effective Date of the Area Development Agreement.

[AREA DEVELOPER]	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name:_____	Print Name:
Title: _____	Title:

ADDENDUM TO
PLANET FITNESS®
DISCLOSURE DOCUMENT FOR THE
STATE OF MARYLAND

The following applies to franchises and franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body:

No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Item 5.

Item 5 is supplemented by the addition of the following language:

"We will defer collection from you of the Initial Franchise Fee and any other fees due to us from you before the opening of your Planet Fitness location, until we have completed our pre-opening obligations to you under the Franchise Agreement.

We will defer collection from you of the Area Development Fee and any other fees due to us from you before the opening of your Planet Fitness area development business, until we have completed our pre-opening obligations to you under the Area Development Agreement. In addition, all Area Development Fees and initial payments by Area Developers shall be deferred until the first franchise under the Area Development Agreement opens."

Item 8.

Item 8 is supplemented by the addition of the following language:

"Our affiliate, Planet Fitness Distribution LLC ("PF Equipment"), is the sole distributor of fitness equipment for your Business. PF Equipment's costs for the equipment include the cost of salaries and commission payments, administrative costs and profit. We believe the amounts you pay PF Equipment for these products is approximately equal to or less than the prevailing market price you would pay if you purchased fitness equipment of a comparable quality (including with respect to extended warranties and unique branding applications) from a third-party.

If PF Equipment is no longer able to provide you with fitness equipment, we will endeavor to provide such equipment through one or more alternate suppliers at comparable cost."

Item 17.

1. Any claims arising under the Maryland Franchise Registration and Disclosure law must be brought within 3 years after we grant you a **PLANET FITNESS®** franchise.

2. Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law. (11 U.S.C.A. 101 et seq.)

3. Any claims under the Maryland Franchise Registration and Disclosure law may be brought in the State of Maryland.

4. Pursuant to COMAR 02.02.0816L, the general release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

AMENDMENT TO
PLANET FITNESS®
FRANCHISE AGREEMENT FOR THE
STATE OF MARYLAND

Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Franchise Agreement is amended as follows:

1. Article 1.2 of the Franchise Agreement (Acknowledgments) shall be deleted in its entirety.

2. The second to last sentence of Article 4.1 of the Franchise Agreement (Location Selection and Acceptance) is hereby deleted in its entirety.

3. Article 5.1 (Initial Franchise Fee) is amended to provide that we will defer collection of the Initial Franchise Fee and any other fees you owe us under the Franchise Agreement before your **PLANET FITNESS®** business opens, until we have completed our initial obligations to you under the Franchise Agreement.

4. Article 19.11 (Consent to Jurisdiction) is amended to provide that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The second to last sentence of Article 19.20 (Entire Agreement Between the Parties) is hereby deleted in its entirety.

6. The two paragraphs immediately preceding the "[FRANCHISEE]" signature block of the Franchise Agreement are hereby deleted in their entirety.

7. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the date of the Franchise Agreement.

8. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, assignment or transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure law.

Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

Each of the undersigned hereby acknowledges having read and understood this Amendment and consents to be bound by all of its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement as of the Effective Date of the Franchise Agreement.

[FRANCHISEE]	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name:_____	Print Name:
Title: _____	Title:

AMENDMENT TO
PLANET FITNESS®
AREA DEVELOPMENT AGREEMENT FOR THE
STATE OF MARYLAND

Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Area Development Agreement is amended as follows:

1. Article 6 (Fees) is amended to provide that we will defer collection of the Area Development Fee and any other fees you owe us under the Area Development Agreement before your area development business opens, until we have completed our initial obligations to you under the Area Development Agreement.

2. Articles 22 (Dispute Resolution) and 24 (Consent to Jurisdiction) are amended to provide that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The two paragraphs immediately preceding the "[AREA DEVELOPER]" signature block of the Area Development Agreement are hereby deleted in their entirety.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

6. Each of the undersigned hereby acknowledges having read and understood this Amendment and consents to be bound by all of its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Area Development Agreement as of the Effective Date of the Area Development Agreement.

[AREA DEVELOPER]	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name:_____	Print Name:
Title: _____	Title:

ADDENDUM TO
PLANET FITNESS®
DISCLOSURE DOCUMENT FOR THE
STATE OF MINNESOTA

The following applies to franchises and franchisees subject to Minnesota statutes and regulations. Item numbers correspond to those in the main body.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Item 13.

To the extent required by Minnesota Statutes, Chapter 80C, we will protect your rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols related to the trademarks or indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the trademarks, provided you are using the names in marks in accordance with the Franchise Agreement. You must cooperate with the defense in any reasonable manner we prescribe.

Item 17.

1. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (a) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and (b) that consent to the transfer of the franchise will not be unreasonably withheld.

2. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the 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.

3. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

4. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.17, Subd. 5 with respect to limitation of claims.

5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief.

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of Minnesota Statutes, Chapter 80C, are met independently without reference to this Addendum.

AMENDMENT TO
PLANET FITNESS®
FRANCHISE AGREEMENT FOR THE
STATE OF MINNESOTA

Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Franchise Agreement is amended as follows:

1. **THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

2. **THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE**.

3. We will undertake the defense of any claim of infringement by third parties involving the **PLANET FITNESS®** mark, and you will cooperate with the defense in any reasonable manner prescribed by us with any direct cost of such cooperation to be borne by us.

4. With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statutes, Section 80C.14, subd. 3-5, which require (except in certain specified cases) (a) that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and (b) that consent to the transfer of the franchise will not be unreasonably withheld.

5. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the 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.

6. Minn. Rule 2860.4400 prohibits us from requiring a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

7. No Article providing for a general release as a condition to renewal or transfer will act as a release or waiver of any liability incurred under the Minnesota Franchise Act; provided that this part shall not ban the voluntary settlement of disputes.

8. The Franchise Agreement is revised to comply with Minnesota Statutes, Section 80C.17, subd. 5 with respect to limitation of claims.

9. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of Minnesota Statutes Sections 80C.01 to 80C.22 are met independently without reference to this Amendment.

11. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Amendment and consents to be bound by all of its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement as of the Effective Date of the Franchise Agreement.

[FRANCHISEE]	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name:_____	Print Name:
Title: _____	Title:

AMENDMENT TO
PLANET FITNESS®
AREA DEVELOPMENT AGREEMENT FOR THE
STATE OF MINNESOTA

Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Area Development Agreement is amended as follows:

1. **THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

2. **THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE**.

3. With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statutes, Section 80C.14, subd. 3-5, which require (except in certain specified cases) (a) that Franchisee be given 90 days' notice of termination (with 60 days to cure); and (b) that consent to the transfer of the franchise will not be unreasonably withheld.

4. No release language set forth in the Area Development Agreement will relieve Franchisor or any other person, directly or indirectly from liability imposed by the laws concerning franchising of the State of Minnesota, provided that this paragraph will not be for the voluntary settlement of disputes.

5. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or Area Development 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.

6. The Area Development Agreement is revised to comply with Minnesota Statutes, Section 80C.17, subd. 5 with respect to limitation of claims.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of Minnesota Statutes Sections 80C.01 to 80C.22 are met independently without reference to this Amendment.

9. Except as amended herein, the Area Development Agreement will be construed and enforced according to its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Area Development Agreement as of the Effective Date of the Area Development Agreement.

[AREA DEVELOPER]	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name:_____	Print Name:
Title: _____	Title:

ADDENDUM TO
PLANET FITNESS®
DISCLOSURE DOCUMENT FOR THE
STATE OF NEW YORK

The following information applies to franchises and franchisees subject to New York statutes and regulations. Item numbers correspond to those in the main body.

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

Item 3.

The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Item 5.

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

Items 17(c) and 17(m).

To the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

Item 17(d).

You may terminate the agreement on any grounds available by law.

Items 17(v) and 17(w).

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or franchisee by the General Business law of the State of New York, Article 33.

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of New York General Business Law, Article 33, Sections 680 through 695, are met independently without reference to this Addendum.

Franchise Questionnaires or Acknowledgments.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO
PLANET FITNESS®
DISCLOSURE DOCUMENT FOR THE
STATE OF RHODE ISLAND

The following applies to franchises and franchisees subject to Rhode Island statutes and regulations. Item numbers correspond to those in the main body of the Disclosure Document:

Item 17.

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision of a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act."

Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum.

AMENDMENT TO
PLANET FITNESS®
FRANCHISE AGREEMENT FOR THE
STATE OF RHODE ISLAND

Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Franchise Agreement is amended to include the following:

1. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision of a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act."

2. Each provision of this Amendment shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Amendment.

3. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement as of the Effective Date of the Franchise Agreement.

[FRANCHISEE]	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name:_____	Print Name:
Title: _____	Title:

ADDENDUM TO
PLANET FITNESS®
DISCLOSURE DOCUMENT FOR THE
STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Planet Fitness Franchising LLC for use in the Commonwealth of Virginia shall be amended as follows:

No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act, effective July 1, 2026 it is unlawful to offer or enter into a franchise agreement or area development agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement or area development agreement. However, subsection B of § 13.1-563 of the Virginia Retail Franchising Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

Item 17.

"Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.)."

"Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.

AMENDMENT TO
PLANET FITNESS®
FRANCHISE AGREEMENT FOR THE
STATE OF VIRGINIA

Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Franchise Agreement is amended to include the following:

1. Pursuant to the Virginia Retail Franchising Act, Section 13.1-564, it is unlawful for Franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchise Act or the laws of Virginia, that provision may not be enforceable.

2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Effective July 1, 2026 notwithstanding anything set forth in the Franchise Agreement to the contrary, the Franchise Agreement shall be governed by the laws of the Commonwealth of Virginia.

4. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act, effective July 1, 2026 it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Virginia Retail Franchising Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Amendment.

6. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement as of the Effective Date of the Franchise Agreement.

[FRANCHISEE]	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name:_____	Print Name:
Title: _____	Title:

AMENDMENT TO
PLANET FITNESS®
AREA DEVELOPMENT AGREEMENT FOR THE
STATE OF VIRGINIA

Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Area Development Agreement is amended to include the following:

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Effective July 1, 2026 notwithstanding anything set forth in the Area Development Agreement to the contrary, the Area Development Agreement shall be governed by the laws of the Commonwealth of Virginia.

3. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act, effective July 1, 2026 it is unlawful to offer or enter into an area development agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the area development agreement. However, subsection B of § 13.1-563 of the Virginia Retail Franchising Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

4. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Amendment.

5. Except as amended herein, the Area Development Agreement will be construed and enforced in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Area Development Agreement as of the Effective Date of the Area Development Agreement.

[AREA DEVELOPER]	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name:_____	Print Name:
Title: _____	Title:

ADDENDUM TO
PLANET FITNESS®
DISCLOSURE DOCUMENT FOR THE
STATE OF WISCONSIN

In recognition of the restrictions contained in the Wisconsin Fair Dealership Law, the Franchise Disclosure Document for Planet Fitness Franchising LLC for use in Wisconsin shall be amended as follows:

1. The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, non-renewal, or substantial change in competitive circumstances of a dealership agreement without good cause. The law further provides that 90 days' prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Disclosure Document and Franchise Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions of the Franchise Agreement that are inconsistent with the law Wis.Stat.Ch.135, the Wisconsin Fair Dealership Law, § 32.06(3), Wis. Code.

2. Each provision of this addendum to the Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently without reference to this addendum.

AMENDMENT TO
PLANET FITNESS®
FRANCHISE AGREEMENT FOR THE
STATE OF WISCONSIN

Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Franchise Agreement is amended to include the following:

1. The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, non-renewal, or substantial change in competitive circumstances of a dealership agreement without good cause. The law further provides that 90 days' prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Franchise Agreement is hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions of the Franchise Agreement that are inconsistent with the law Wis. Stat. Ch. 135, the Wisconsin Fair Dealership Law, § 32.06(3), Wis. Code.

2. Each provision of this Amendment shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently without reference to this Amendment.

Each of the undersigned hereby acknowledges having read and understood this Amendment and consents to be bound by all of its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement as of the Effective Date of the Franchise Agreement.

[FRANCHISEE]	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name:_____	Print Name:
Title: _____	Title:

AMENDMENT TO
PLANET FITNESS®
AREA DEVELOPMENT AGREEMENT FOR THE
STATE OF WISCONSIN

Notwithstanding anything which may be contained in the body of the Area Development Agreement to the contrary, the Area Development Agreement is amended to include the following:

1. The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, non-renewal, or substantial change in competitive circumstances of a dealership agreement without good cause. The law further provides that 90 days' prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Area Development Agreement is hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions of the Area Development Agreement that are inconsistent with the law Wis. Stat. Ch. 135, the Wisconsin Fair Dealership Law, § 32.06(3), Wis. Code.

2. Each provision of this Amendment shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently without reference to this Amendment.

Each of the undersigned hereby acknowledges having read and understood this Amendment and consents to be bound by all of its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Area Development Agreement as of the Effective Date of the Area Development Agreement.

[AREA DEVELOPER]	PLANET FITNESS FRANCHISING LLC
By: _____ (Authorized Representative)	By: _____
Print Name:_____	Print Name:
Title: _____	Title:

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State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	**Effective Date**
California	May 22, 2026
Illinois	May 22, 2026
Indiana	May 22, 2026
Maryland	Pending
Michigan	May 22, 2026
Minnesota	Pending
New York	May 22, 2026
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	See Separate FDD
Wisconsin	May 22, 2026

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Planet Fitness Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Michigan requires that Planet Fitness Franchising LLC give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Planet Fitness Franchising 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 the appropriate state agency identified on Exhibit A.

Planet Fitness Franchising LLC authorizes the agents listed in Exhibit A to receive service of process on its behalf.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

☐ _____

☐ _____

Issuance Date: May 22, 2026

I have received a Disclosure Document dated May 22, 2026 that included the following Exhibits:

A. List of State Agencies and Agents to Receive Service of Process
B. Nondisclosure & Non-Use Agreement
C. Franchise Agreement (including Addenda and Appendices)
D. Acquisition Amendment to Franchise Agreement
E. Successor Amendment to Franchise Agreement
F. Conversion Amendment to Franchise Agreement
G. Area Development Agreement (including Addenda and Appendices)
H. Financial Statements
I. List of Franchise and Corporate Locations
J. Form of General Release
K-1. Equipment Terms
K-2. Co-op Bylaws
K-3. POS Agreements
L. Table of Contents to Operations Manual
M. State Addenda

Date	Signature	Printed Name
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and keep it for your records.

Prospective Franchisee's Copy

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Planet Fitness Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Michigan requires that Planet Fitness Franchising LLC give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Planet Fitness Franchising 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 the appropriate state agency identified on Exhibit A.

Planet Fitness Franchising LLC authorizes the agents listed in Exhibit A to receive service of process on its behalf.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

☐ _____

☐ _____

Issuance Date: May 22, 2026

I have received a Disclosure Document dated May 22, 2026 that included the following Exhibits:

A. List of State Agencies and Agents to Receive Service of Process
B. Nondisclosure & Non-Use Agreement
C. Franchise Agreement (including Addenda and Appendices)
D. Acquisition Amendment to Franchise Agreement
E. Successor Amendment to Franchise Agreement
F. Conversion Amendment to Franchise Agreement
G. Area Development Agreement (including Addenda and Appendices)
H. Financial Statements
I. List of Franchise and Corporate Locations
J. Form of General Release
K-1. Equipment Terms
K-2. Co-op Bylaws
K-3. POS Agreements
L. Table of Contents to Operations Manual
M. State Addenda

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and return it to Manager of Business Development, 4 Liberty Lane West, Floor 2, Hampton, NH

Franchisor's Copy

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