

FRANCHISE DISCLOSURE DOCUMENT



OTF Franchisor, LLC
a Delaware limited liability company
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Boca Raton, FL 33487
(954) 530-6903
info@orangetheory.com
www.orangetheory.com

OTF Franchisor, LLC offers franchises for the operation of health and fitness studios that offer members access to exercise equipment, including cardio and strength equipment, in a simple, contemporary atmosphere characterized by our signature, energizing orange color scheme and trade dress under the ORANGETHEORY® trademarks (a “**Studio**”).

The total investment necessary to begin operation of an ORANGETHEORY® franchised business is \$729,352 to \$1,628,992 This includes \$217,820 to \$295,720 that must be paid to the franchisor or an affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in a different format, contact Franchise Sales at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487, sales@orangetheory.com, and (954) 530-6903.

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

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

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

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

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G-1 and Exhibit G-2.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only ORANGETHEORY® business in my area?	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What’s it like to be an ORANGETHEORY® franchisee?	Item 20 or Exhibit G-1 and Exhibit G-2 list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Florida. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Florida than in your own state.
2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
4. **Spousal Liability.** Your spouse may be required to sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
5. **Mandatory Minimum Payments.** You must make royalty payments, regardless of your sales levels. Failure to make the payments may result in termination of your franchise and loss of your investment.
6. **Unopened Franchises.** The Franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attn: Franchise
525 West Ottawa Street
Williams Building, 1st Floor
Lansing, Michigan 48933
Telephone Number: (517) 335-7567

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

Franchisor

The Franchisor is OTF Franchisor, LLC, referred to as “we,” “us” or “our.” “You” or “your” means the person who buys the franchise. If you are a corporation, partnership or other entity (an “Entity”), certain provisions of the Franchise Agreement will apply to any owners of a legal or beneficial interest in you (“Owners”). This disclosure document will indicate when your Owners are also covered by a particular provision.

We are a Delaware limited liability company formed on December 10, 2018. We do business under our company name and under the trade and service marks ORANGETHEORY®, OT FIT®, OTF® and related trademarks, service marks and logos listed in Item 13 (collectively, the “Marks”). Our principal business address is 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487. Our agents for service of process and state administrators, if applicable, are listed in Exhibit A to this disclosure document.

We began to offer franchises in March 2019. We are not engaged in any other business activities and have never offered franchises in any other lines of business, except we have offered franchises for Area Representative Businesses (as defined below in this Item 1) since March 2019. We do not operate any Studios.

Parents, Predecessors and Affiliates

Parents

On April 2, 2024 we became an indirect, wholly-owned subsidiary of TGR Parent, LLC (“Parent”). We are a direct, wholly-owned subsidiary of SEB Systems LLC (“Systems”). Systems is a direct, wholly-owned subsidiary of SEB Funding LLC (“Funding”), which is a direct, wholly-owned subsidiary of SEB SPV Guarantor LLC (“SEB Guarantor”). SEB Guarantor is a direct, wholly-owned subsidiary of one of our managers, Anytime Fitness, LLC (“AFLLC”). AFLLC is a direct, wholly-owned subsidiary of Self Esteem Brands, LLC (“SEB”). SEB is a direct, wholly-owned subsidiary of TGR Intermediate LLC (“Intermediate”), which is a direct, wholly-owned subsidiary of Parent. Parent is jointly owned by Anytime Worldwide, LLC (“AW”) and Ultimate Fitness Holdings, LLC (“UFH”). All of the entities disclosed in this paragraph have a principal business address at 111 Weir Drive, Woodbury, Minnesota 55125, with the exception of UFH, which shares our principal business address.

Predecessors

On December 31, 2019, OTF Royalties, LLC, a Delaware limited liability company that shared our principal business address (“OTFR”), merged with us. From March 2019 to December 2019, OTFR was our direct parent company and acted as the franchisor for, and provided ongoing support services to, franchised Studios and Area Representative Businesses that operated under franchise and area representative agreements executed prior to March 4, 2019. During that same period, we served as the franchisor for all ORANGETHEORY® franchise, area representative, and related agreements that were executed after March 4, 2019, including any transfers or renewals

made by OTFR's franchisees and area representatives. Due to this arrangement, OTFR did not offer franchises in any line of business. As a result of the merger, we became the sole franchisor of the ORANGETHEORY® system, responsible for providing support to all ORANGETHEORY® franchisees and area representatives.

We are affiliated with Ultimate Fitness Group, LLC, a Delaware limited liability company that shares our principal business address ("**UFG**"). From July 2010 to March 2019, UFG offered and sold franchises for Studios and Area Representative Businesses. Pursuant to a management agreement, UFG has provided management and support services to us as our manager from March 2019 to April 2024 and as our sub-manager since April 2024.

As we obtained the majority of our assets as a result of our merger with OTFR and OTFR originally obtained the majority of its assets from UGF, both OTFR and UFG are considered to be our predecessors.

Affiliates that Provide Services to Franchisees

Our affiliate, OTF Product Sourcing, LLC, a Delaware limited liability company ("**OTF Sourcing**"), is the approved supplier for certain products and services that our franchisees are required to purchase for use in the Studios. OTF Sourcing shares our principal business address.

We have a management agreement with AFLLC in which AFLLC has agreed to provide certain management and support services to us. AFLLC has delegated that responsibility to UFG, as sub-manager, pursuant to the terms of the management agreement. As a result of the management agreement, AFLLC and/or UFG, acting on our behalf, may fulfill certain contractual obligations to our franchisees and area representatives, though we will be responsible and accountable to you to make sure that all services we promise to perform under a franchise agreement or other agreement with you are performed in compliance with the applicable agreement.

Affiliates that Operate Studios

Our affiliates, OTF Studios, LLC, a Delaware limited liability company ("**OTF Studios**"), and OTF Property Holdings, LLC, a Delaware limited liability company ("**OTFPH**"), directly or through wholly-owned subsidiaries own and operate certain Studios (the "**Affiliate-Owned Studios**"). As of December 31, 2023, there were 22 Affiliate-Owned Studios in operation. OTF Studios and OTFPH share our principal business address.

Affiliates with Franchise Programs

The following franchisors became affiliated with us on April 2, 2024, as a result of a transaction:

Our affiliate, Anytime Fitness Franchisor, LLC ("**Anytime**"), is the franchisor of the Anytime Fitness® brand. Its principal business address is 111 Weir Drive, Woodbury, Minnesota 55125. Anytime offers franchises under the Anytime Fitness name for the operation of fitness centers designed to operate with minimal overhead and labor costs. It or its predecessor, AFLLC, have been offering Anytime Fitness franchises since October 2002 and Anytime Fitness Express franchises from October 2006 to April 2024.

As of December 31, 2023, Anytime Fitness had 2,298 franchised and 12 affiliate-owned centers in operation in the United States.

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

Our affiliate, Waxing the City Franchisor LLC (“**Waxing**”), is the franchisor of the Waxing the City® brand. Its principal business address is 111 Weir Drive, Woodbury, Minnesota 55125. Waxing offers salon franchises under the Waxing the City name that focus on body waxing for men and women, and that sell related products and services. Waxing or its predecessor Waxing the City Worldwide, LLC, have offered these franchises since October 2012. As of December 31, 2023, Waxing had 150 franchised studios operating in the United States.

Our affiliate, The Bar Method Franchisor LLC (“**Bar Method**”), is the franchisor of the The Bar Method® brand. Its principal business address is 111 Weir Drive, Woodbury, Minnesota 55125. Bar Method offers boutique fitness studio franchises under the The Bar Method name that offer barre-based exercise classes using proprietary and non-proprietary instructional techniques, formats and methods designed to provide fitness training in an attractive atmosphere. Bar Method or its predecessors (The Bar Method Franchising, LLC and The Bar Method, LLC) have offered these franchises since June 2003. As of December 31, 2023, Bar Method had 73 franchised studios and one affiliate-owned studio in operation in the United States.

Our affiliate, Basecamp Fitness Franchisor LLC (“**Basecamp**”), is the franchisor of the Basecamp Fitness® brand. Its principal business address is 111 Weir Drive, Woodbury, Minnesota 55125. Basecamp offers studio fitness center franchises under the Basecamp Fitness name that offer memberships allowing members to take short, regularly scheduled group training classes designed using high-intensity interval training strategies. Basecamp or its predecessor, Basecamp Fitness, LLC, have offered these franchises since April 2020. As of December 31, 2023, Basecamp had 16 franchised and five affiliate-owned studios operating in the United States.

Except as described above, we do not have any affiliates that offer franchises or have offered franchises in any line of business. Except for our affiliates described above that have operated fitness businesses under different brands, OTF Studios, and OTFPH, we do not have any affiliates that conduct or have conducted a business of the type that you will operate. Except for OTF Sourcing, AFLLC, and UFG, we do not have any affiliates that provide products or services to our franchisees.

The Franchise

We offer Studio franchises (the “**Franchises**”) to qualified individuals and entities to develop and operate ORANGETHEORY® Studios under a comprehensive system we and our affiliates have developed (the “**System**”). Studios operate as contemporary fitness studios identified by an orange color scheme and trade dress, offering members access to exercise

equipment, including cardio and strength equipment, and other related services and ancillary merchandise related to the ORANGETHEORY® concept. We market our services to customers of all ages above the age of 13 and all economic levels, but target adults between the ages of 18 and 60. While franchisees may from time to time, in our sole discretion, be permitted to participate in certain virtual or web-based platforms, the Franchises described in this Disclosure Document are for physical locations at which products and services are provided to customers on-site inside the Studio.

A typical Studio occupies approximately 1,800 to 4,000 square feet of space that may be either owned or leased from a third party. All Studios are constructed to our specifications as to size, layout, décor and the like. Studios are typically located in a metropolitan area or surrounding suburbs, and proximity to high traffic areas is desirable. A Studio may be located either in a freestanding building or in an in-line retail plaza space, but, in any event, ample parking, good visibility and availability of prominent signage are a necessity. Preferred locations for Studios are strip shopping centers with a mixture of residences and commercial facilities (offices and businesses) nearby.

Studios operate under the Marks, plus designs, artwork, trade dress, commercial symbols and e-names, all of which have gained and continue to gain public acceptance and goodwill. We may in the future create, use and license additional trademarks, service marks, logos, commercial symbols, e-names, designs, artwork and trade dress in conjunction with the operation of Studios.

Studios operate in accordance with the System. The distinguishing characteristics of the System include, but are not limited to, our Studio designs, layouts, and identification schemes (collectively, the “**Trade Dress**”), our specifications for equipment, inventory, and accessories; our website or series of websites for the promotion of the brand and the Studios (the “**System Website**”); our relationships with vendors; our software and computer programs; our online booking system; our reservation procedures; any fitness programs and classes that we have developed or may develop; the accumulated experience reflected in our training program, operating procedures, customer service standards, methods, and marketing techniques; and the mandatory and suggested policies, procedures, standards, specifications, rules, and requirements (“**System Standards**”) set out in our operations manuals (“**Manuals**”) and otherwise in writing. We may change, improve, add to, and further develop the elements of the System from time to time.

You may purchase an ORANGETHEORY® franchise to develop and operate one Studio at a mutually agreed upon site (the “**Site**”) within an area that we will specify (the “**Site Selection Area**”) in a franchise agreement (the “**Franchise Agreement**”) that we and you will execute. Our current form of Franchise Agreement is included as Exhibit B to this disclosure document. You will have no obligation, nor any right, to open any additional Studios. Under the Franchise Agreement, you have no right to use the Marks or the System at any location other than the Site or to use the Marks or the System in any wholesale, e-commerce, or other channel of distribution other than the operation of the Studio at the Site.

You will operate a Studio as an independent business unit utilizing the Marks, business concepts, support, guidance and materials developed by us. You will offer and provide products and services to the general public under the terms and conditions contained in the Franchise Agreement and Manuals, which you will be provided access to via our intranet. You must offer for sale all services, products, and merchandise we designate, unless you obtain our approval not to offer certain services, products or merchandise. You may not offer other services, merchandise or products without our prior written approval.

You must designate a single non-Entity Owner to serve as the “**Managing Owner**,” with the responsibility of supervising the daily operations of the Studio and the power to bind you in their dealings with us.

Our Area Representative Program

In a separate disclosure document, we offer to persons who own or will own a Studio franchise and meet our qualifications the opportunity to become an ORANGETHEORY® area representative (an “**Area Representative**”) and operate an area representative business (“**Area Representative Business**”). Area Representative Businesses solicit and screen prospective franchisees for the right to own and operate Franchises under Franchise Agreements which are between us and the franchisee (the Area Representative is not a party). Area Representative Businesses assist us in providing full support and rendering certain services to franchisees within the Area Representative’s territory, including making the Area Representative Business’ franchised Studio available for training franchisees and their employees; overseeing the development and construction process for franchised Studios; assisting franchisees with membership presales, core business reviews and marketing, in addition to conducting regular visits to determine the franchisees’ compliance with our operation and system standards, and applicable performance standards under the Franchise Agreement; and conducting regular consultation meetings with franchisees in the Area Representative’s territory. The Area Representative Business also renders certain services directly to us, including delivery of annual business plans; audit reports of franchisees in the Area Representative’s territory; regular reports on business activities; and other activities that we deem necessary from time to time. See Exhibit E for information regarding our Area Representatives.

Market

Your Studio will compete with other health clubs and businesses that offer similar products and services, including other national chains. The market is developed and competitive but has been continuing to expand to satisfy the needs of health and fitness enthusiasts. Depending upon your Studio’s location and demographics, certain high/low seasons may exist. You will offer your products and services to the general public, although we target adults between the ages of 18 and 60.

Industry Regulations

You will have to comply with laws and regulations that are applicable to business generally (such as workers’ compensation, OSHA, and Americans with Disabilities Act requirements). In addition, certain states and local governments have laws relating specifically to health and fitness clubs, including laws requiring postings concerning steroids and other drug use, requiring certain medical equipment in the club, limiting the supplements that health and fitness clubs can sell, requiring bonds if a health or fitness club sells memberships valid for more than a specified period of time, requiring club owners to deposit into escrow certain amounts collected from members before the club opens (so-called “presale” memberships), and imposing other restrictions on memberships that health or fitness clubs sell. You also must comply with all applicable laws, rules, and orders of any governmental authority concerning any pandemic or public health crisis, which may require businesses in the fitness industry to materially modify, limit, or cease operations for an indeterminate period.

Federal, state and local governmental laws, ordinances and regulations periodically change. It will be your responsibility to ascertain and comply with all federal, state and local

governmental requirements in your jurisdiction. We do not assume any responsibility for advising you on these regulatory matters. You should consult with your attorney about laws and regulations that may affect your Studio.

ITEM 2

BUSINESS EXPERIENCE

Unless otherwise noted, all individuals serve in their current capacities in Boca Raton, Florida.

Chief Executive Officer and Manager: David Long

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

President Emeritus: David Carney

Mr. Carney has been our President Emeritus since January 2023. He served as our President from December 2018 to January 2023 and as President of UFG from July 2016 to January 2023, OTF Sourcing from December 2018 to January 2023, and OTFR from January 2019 to December 2019. He also served as Chief Operating Officer of UFG from September 2014 to June 2018. Since February 2016, he has also served as a Manager of UFH.

President of International of UFG: Jason Dunlop

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

Chief Operating Officer: J.J. Creegab

Mr. Creegab has been our Chief Operating Officer since February 2024. From January 2023 to February 2024, he served as our Senior Vice President, U.S. Studios. From March 2020

to December 2022, he served as our Senior Vice President, Operations. From April 2014 to November 2019, he was the Chief Operating Officer for You Fit, LLC in Deerfield Beach, Florida.

Chief Financial Officer: R. John Pindred

Mr. Pindred has been our Chief Financial Officer since April 2024. Mr. Pindred has also served as the Chief Financial Officer of (i) our Parent since April 2024, (ii) Anytime, Bar Method, Basecamp, and Waxing since October 2021, and (iii) The Bar Method Franchising, LLC since September 2019. Mr. Pindred has also served as the Chief Financial Officer/Treasurer of AFLLC and Waxing the City Worldwide, LLC since November 2014 and Basecamp Fitness, LLC since August 2018.

Chief Development Officer: Richard Armstrong

Mr. Armstrong has been our Chief Development Officer since December 2022. From January 2016 to November 2022, he served as Vice President, Franchise Sales and Administration for Panera Bread Company in Needham, Massachusetts.

General Counsel: Joseph Rubbone

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

Chief Technology Officer: Ameen Kazerouni

Mr. Kazerouni has been our Chief Technology Officer since February 2023. From October 2020 to February 2023, he was the Chief Analytics Officer of us and UFG. From January 2019 to October 2020, he was Head of ML/AI Research and Platforms for Zappos in Seattle, Washington. From April 2017 to January 2019, he was Lead Data Scientist for Zappos in Las Vegas, Nevada.

Senior Vice President of Global Studio Operations: APAC of UFG: Paul Reuter

Mr. Reuter has been UFG's Senior Vice President of Global Studio Operations: APAC since January 2023. Mr. Reuter served as the Senior Vice President of Global Studio Operations of UFG from January 2020 to December 2022. From January 2018 to December 2019, he served as the Senior Vice President of Operations of UFG.

Senior Vice President of Global Products and Supply Chain of UFG: David Urban

Mr. Urban has served as the Senior Vice President of Global Products and Supply Chain of UFG since March 2018. From October 2017 to March 2018, he was UFG's Director of Supply Chain.

See Exhibit F for information regarding Area Representatives.

ITEM 3

LITIGATION

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

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

See Exhibit F for any required disclosure relating to Area Representatives.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

See Exhibit F for any required disclosure relating to Area Representatives.

ITEM 5

INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee equal to \$59,950 for a single franchise (the "**Initial Franchise Fee**"), when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable. We charge the Initial Franchise Fee uniformly to all franchisees. We have no intention, now or in the future, of reducing the Initial Franchise Fee for any prospective franchisee, although we reserve the right to do so in our sole discretion, on a case-by-case basis, or if we run a franchise marketing promotion. The Initial Franchise Fees paid to us during the fiscal year ended December 31, 2023 ranged from \$0 to \$59,950.

Technology Fees

Before you begin operating your Studio, you must license the web-based business management software that we designate (“**Management Software**”) and other software that we or our designee prescribe from time to time. We charge an initial non-refundable \$575 setup fee for the Management Software account. In addition, beginning with the month that you set up your Management Software account (typically, five months prior to the opening of your Studio), you must begin paying us a monthly technology fee (the “**Technology Fee**”) for certain products, services, licenses, and sublicenses related to the Technology System that we specify from time to time (as described in Items 8 and 11). Currently, the Technology Fee is \$899 per month. The Technology Fee currently is used to cover costs to license, sublicense, or otherwise give you access to the Management Software, intranet (“**OTCONNECT**”), learning management system (“**Orange University**”), mobile app platforms, e-mail system, reporting platform, billing portal, video content platform (known as Splat TV), music platform, e-mail marketing platform, lead management (CRM) system, front desk applications, site selection assistance software, and other software and applications that we periodically specify (the “**Required Software**”). We may change the Technology Fee and the products, services, software, licenses, and sublicenses covered by the Technology Fee from time to time in the Manuals or otherwise in writing.

Purchases from OTF Sourcing

Before your Studio opens, you must purchase the following items from our affiliate, OTF Sourcing: (a) fitness equipment for your Studio, including free weights and cardiovascular equipment; (b) the proprietary OTBEAT™ heart rate monitoring system (“**OTbeat™ System**”) and an initial inventory of heart rate monitors and straps for membership presales; (c) OT Connect tablets and/or displays; and (d) an initial inventory supply of ORANGETHEORY® retail merchandise for display and sale at your Studio. We estimate the cost of the fitness equipment, the OTbeat™ System, and the OT Connect tablets or displays will range from \$149,250 for a 1,800 square foot Studio to \$214,750 for a 4,000 square foot Studio. We estimate the cost of the initial inventory supply of retail merchandise (including shirts, hats, shorts, gym bags, water bottles and other items as we periodically determine) will range from approximately \$4,000 to \$6,000. These payments are non-refundable.

Presales Training Program

For your first Studio, we require you to participate in our presales training program, which is designed to assist you in marketing your Studio in the community to create brand awareness and drive traffic, leads and membership sales during the presale/grand opening period (the “**Presales Training Program**”). We or our representatives will provide the Presales Training Program for a non-refundable fee of \$4,900, plus the travel and living expenses of our representatives. We may change this fee from time to time. For your subsequent Studios, we may require you to use this service in our sole discretion. Typically, we will require you to use this service if you fail to achieve a minimum of 60 presale memberships in the first four weeks of your presales activities.

Other Initial Fees

At your reasonable request, we may, in our sole discretion and subject to the availability of our personnel, furnish you with additional site selection and/or development guidance and assistance which is beyond the nature and scope of the services we are then providing to new franchisees as part of the Initial Franchise Fee. If, in our sole discretion, we elect to provide such

additional services, you and we will agree upon and document the nature and scope of this additional assistance. We may charge you a reasonable fee for such additional services, including, but not limited to, *per diem* charges for travel and living expenses for our personnel. Such fees are not refundable. We estimate that the fee will range from \$2,500 to \$5,500.

ITEM 6

OTHER FEES

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Royalty Fee ⁽²⁾	8% of Gross Sales	Weekly	See Note 3 for the definition of Gross Sales. We will debit your bank account for the Royalty due.
Brand Fund Contributions	Currently, 3% of Gross Sales. May be increased up to 5% of Gross Sales.	Monthly	We may change the Brand Fund Contribution from time to time. We will debit your bank account for the Brand Fund Contributions due and contribute this amount to the Brand Fund, which is described in Item 11.
Cooperative Advertising	As determined by the Co-op, if one is formed in your area	As determined by Cooperative	We may establish an association of franchised and affiliate-owned Studios located in a designated geographic area (a “ Co-op ”). Each Studio in a Co-op is entitled to a single vote, whether operated by a franchisee or us or our affiliates. We and our affiliates currently do not control a majority of votes in any Co-op. There is no minimum or maximum Co-op contribution. We may collect funds on behalf of Co-ops that we manage. Co-op contributions count toward your required local advertising spend.
Successor Franchise Fees	50% of then-current initial franchise fee for new franchisees	Before renewal	Payable when, and if, you renew your Franchise Agreement. There are other conditions to renew.
Transfer/Assignment Fee	50% of then-current Initial Franchise Fee for new franchisees for a Control Transfer. 25% of the then-current Initial Franchise Fee for all other transfers (other than transfers to an Entity formed to operate the Studio).	Before consummation of the transfer or sale	Payable when, and if, you transfer or sell your franchise. There are other conditions to transfer. A “ Control Transfer ” means any transfer of (i) any interest in the Franchise Agreement; (ii) the Studio or all or substantially all of its assets; (iii) a 20% or greater interest in your Entity; or (iv) an ownership interest that results in a change in control over your Entity.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Interest and Late Fees	Lesser of 18% per annum or the highest rate permitted by law, plus \$100 per week or portion of a week that the payment or report is overdue	On demand	Payable on all overdue amounts and reports. Interest begins from the date of non-payment or underpayment.
Audit Expenses	The cost of the audit, including any charges of independent accountants, travel expenses and per diem personnel charges	On demand	If you understate any payment owed to us by more than 2%, you must reimburse us for our actual costs incurred in conducting the audit, including attorneys' fees, accountants' fees, travel expenses and compensation of our employees. These fees will not exceed our actual costs.
Additional Initial Training	Reasonable fee, currently \$1,000 per person per session	On demand	We provide initial training for all owners who sign the franchise agreement. Should space permit, we may allow you to bring up to 2 additional persons for training, normally a studio manager and your head trainer, on an abbreviated basis. We will train up to three trainees at no charge, but may charge you a fee for all additional, replacement, or repeat trainees. You are responsible for travel and living expenses incurred during training.
Studio Launch Training	Reasonable fee, currently \$1,400 per person per session (for additional, replacement, or repeat trainees)	On demand	We provide training related to sales/operations and fitness programs (" Studio Launch Training ") at no charge for up to eight fitness coaches and four sales associates attending the same initial program, but may charge this fee for all additional, replacement, or repeat trainees participating in Studio Launch Training.
Refresher Training Fees	Reasonable fee, currently, \$250 per day per person trained	On demand	We periodically may require you (or your Managing Owner) and/or, at our option, the Studio's studio manager to attend and complete to our satisfaction any supplemental or refresher training programs we choose to provide.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Conference Fees	Reasonable registration fees; varies by program	On demand	We may require you (or your Managing Owner), your lead trainer and/or your Studio manager to attend various conferences. Currently, we require attendance at our Annual Convention (which we expect will be less than \$1,000 per person in 2024) and Annual Training Summit (which we expect will be less than \$600 per person in 2024). You are responsible for all travel and living expenses incurred by you and your personnel for attendance at any conferences.
On-Site Evaluation Fees	Our costs and expenses in connection with the on-site evaluation	On demand	Payable only if we determine that on-site evaluations are or become excessive. In that case, we may require you to reimburse us for our costs and expenses in relation to each evaluation, including the cost of travel, meals and lodging for our personnel.
Insurance Premiums	Amount of unpaid premiums, plus a reasonable administrative fee	On demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Product Purchases	See Item 8	See Item 8	You must buy products that (i) meet our standards and specifications and (ii) are purchased from suppliers designated or approved by us. We reserve the right to designate ourselves or affiliates as the exclusive supplier for certain products. If we do so, then you must purchase them from us.
Technology Fee	Currently, \$899 per month, plus a \$575 Management Software setup fee	As invoiced	Currently, this fee includes access to the Designated Platforms that we prescribe and require from time to time for use in the operation of Studios. This fee is paid during the month of service and payments will commence upon the opening of your Management Software account for membership presales for your Studio. We may change this fee and the included products and services from time to time without any limitation.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
OTbeat Fees	Currently, \$149 per month and a one-time setup fee of \$250	As invoiced	You must purchase the OTbeat™ System from our affiliate upon opening your Studio and pay a one-time setup fee and a monthly technology fee to us and/or our affiliate for the related software. OTbeat Fees may increase and additional technology fees may be incurred from time to time.
Non-Compliance Fee	Up to \$1,000 per notice of violation	10 days after notice of violation	We may assess a non-compliance for violations of the Franchise Agreement and/or the Manuals. We reserve all other rights and remedies.
Product/Supplier Approval Costs	Reasonable cost of inspection or testing plus actual cost of laboratory fees, professional fees and travel and living expenses of our personnel	When billed	We may require you to pay us or an independent laboratory for the cost of inspection or testing if you desire to purchase or lease items to be used in the Studio from sources we have not previously approved.
Management Fee	A fee that we specify up to 15% of Gross Sales plus our actual costs and expenses	On demand	If you are in default of the Franchise Agreement, fail to maintain the Studio in accordance with our standards, or fail to have a trained manager on staff, we may send in our personnel to manage the Studio until the default is cured or you are able to meet our standards. If we manage your Facility, after a death or disability, the fee shall be 3% of Gross Sales plus our actual costs and expenses.
Indemnification	Will vary under circumstances	On demand	You must indemnify us and our affiliated parties when certain of your actions result in loss to us under the Agreements.
Costs and Attorneys' Fees	Will vary under circumstances	On demand	You will reimburse us for all costs in enforcing obligations if we prevail.

NOTES:

- (1) All fees and expenses described in this Item 6 are non-refundable. Except as otherwise indicated in the chart above, we impose all of the fees and expenses listed, and they are payable to us. We may require you to pay any or all periodic or recurring fees to us by electronic funds transfer.
- (2) You are responsible for the payment of Royalties to us even if your minimum performance levels have not been met. We require you to meet the following minimum performance standards during the term of your Franchise Agreement (the “**Performance Standards**”):

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

*Year 1 begins on the date on which the Studio first opens for member workouts of any kind and ends on the day before the first anniversary of such date. Each subsequent year runs for the same 12-month period thereafter.

If you do not achieve the Performance Standards during any year, then (i) you must pay to us the difference between the Royalties actually paid and the amount of Royalties you would have paid if you had met the Performance Standards, within 10 days of our invoice; and (ii) develop and implement a business plan that we must approve in writing to improve performance. If you do not achieve the Performance Standards in two consecutive years, we may, among and in addition to other possible remedies, (a) terminate your protected rights to the Territory; (b) reduce the scope of the geographic area comprising the Territory in which you will have protected rights; or (c) terminate the Franchise Agreement.

- (3) **“Gross Sales”** means the total gross revenue from the provision of all products and services sold or performed anywhere through or by means of the Studio’s business. For example, Gross Sales includes (a) membership fees, initiation fees, enrollment fees, processing fees, paid-in-full dues, renewal fees, corporate/third-party payor fees, monthly dues and any fees or revenue generated and derived during any presales; (b) fees and charges for optional services; (c) fees charged to non-members using the Studio’s services; (d) revenue derived from merchandise and product sales and other Core Business Operations and any Ancillary Business Operations that you or your affiliates perform; (e) payments (for example, rent and license fees) that contractors make to you relating directly or indirectly to their performance of Ancillary Business Operations; and (f) payments you receive from an insurer to replace or compensate you for revenue lost as a result of an insured risk that interrupted the operation of your Studio.

The term **“Core Business Operations”** means all mandatory business activities of or associated with the Studio, including, without limitation, the Studio's front desk and membership operations, all cardio and weight training functions, personal training services, group exercise classes, towel/locker services, and other services we designate from time to time. The term **“Ancillary Business Operations”** means business activities other than Core Business Operations, such as tanning services, massage services, chiropractic services, physical therapy services, and others we approve in writing. We may specify in the Manuals and periodically modify those business activities that will be deemed Ancillary Business Operations.

“Gross Sales” does not include taxes collected from the customer and paid to a taxing authority, refunds and credits provided to customers, and rent or fees collected from an unrelated business that is not directly accessible from the Studio.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Low	High	Method of Payment	When due	To whom payment is to be made
Initial Fee ⁽¹⁾	\$59,950	\$59,950	Lump Sum	On signing Franchise Agreement	Us
Travel and Living Expenses During Training ⁽²⁾	\$1,200	\$4,800	Lump Sum	As incurred	Outside suppliers
Deposit for Leasehold ⁽³⁾	\$0	\$60,000	Lump Sum	On signing lease or sublease	Landlord
Rent (one month) ⁽³⁾	\$3,360	\$40,000	Installments	As agreed in lease or sublease	Landlord
Leasehold Improvements and Construction Costs ⁽⁴⁾	\$380,000	\$1,000,000	As Agreed	As incurred	Outside contractors and suppliers
Fitness Equipment (including installation) and OTbeat™ Start-Up System ⁽⁵⁾	\$149,250	\$214,750	Lump Sum	As incurred	OTF Sourcing; Third party (installation)
Technology - Software Licensing Fee ⁽⁶⁾	\$4,495	\$4,495	As Agreed	Monthly	Us or our affiliates
OTbeat Fee (3 months) ⁽⁷⁾	\$697	\$697	As Agreed	Monthly	Us or our affiliates
Fitness Equipment Maintenance ⁽⁸⁾	\$900	\$2,400	As Agreed	Monthly	Outside suppliers
Initial Inventory of Orangetheory® Fitness Retail Merchandise ⁽⁹⁾	\$4,000	\$6,000	Lump Sum	As incurred	OTF Sourcing
AED and First Aid Equipment/Training ⁽¹⁰⁾	\$1,000	\$5,000	Lump Sum	As incurred	Outside suppliers
Exterior Signage	\$5,000	\$14,000	As Agreed	As incurred	Outside suppliers
Technology System ⁽¹¹⁾	\$70,000	\$98,500	As Agreed	As incurred	Outside suppliers
Pre-Sale and Grand Opening Advertising ⁽¹²⁾	\$30,000	\$40,000	As Agreed	As incurred	Outside suppliers
Presales Training Program ⁽¹³⁾	\$0	\$4,900	As Agreed	As incurred	Us
Business Licenses/ Miscellaneous Opening Costs ⁽¹⁴⁾	\$1,000	\$3,000	Lump Sum	As incurred	Outside suppliers

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

NOTES:

- (1) Initial Fee. The low estimate is for franchisees who are opening their second or subsequent Studio. The high estimate is for a franchisee's first Studio. See Item 5.
- (2) Travel and Living Expenses During Training. We provide initial training for up to three trainees for no charge. You must arrange and pay for all travel and living expenses for the people who attend the initial training program. Costs vary depending on the distance traveled and the type of lodging. This estimate does not include the cost of transportation. See Item 11 for a description of the initial training program.
- (3) Deposit for Leasehold and Rent (one month). If you do not already own suitable commercial space, the premises must be purchased or leased. We anticipate that most Franchisees will lease the premises. We require a commercial space of 1,800 to 4,000 square feet of interior space. We have based our estimate off of our affiliates' experience operating Studios and reviewing site leases. The cost of leasing or purchasing space will vary, depending on location and other market factors, and cannot be accurately projected by us; as a result, the costs shown above may be low or high. In certain markets, especially major metropolitan markets (e.g., New York, San Francisco, Chicago), costs could be substantially higher due to prevailing market rates. In our experience, the landlord will typically offer free rent for an initial period, but we have not included the potential for free rent in the estimate. The initial investment includes your first month of rent and the security deposit. The amount of the security deposit may vary significantly depending on whether you provide a personal guarantee to your landlord. If you purchase the premises, your initial investment will increase dramatically.
- (4) Leasehold Improvements and Construction Costs. You will need to engage architects that we designate or approve to adapt our prototype designs and plans for the building in which you will locate your Studio in accordance with state and local building codes. Construction costs vary depending upon numerous factors, including the size and configuration of the premises and the cost of materials and labor for construction. The cost shown does not include the cost to purchase the building or site for the Studio. The range shown includes costs for end-cap, free-standing and in-line Studios. We have based our estimate on our affiliates' experience constructing Studios. The cost of leasehold improvements depends on the condition and size of the site, the local cost of contract work, and the location of the Studio. In certain markets, especially major metropolitan markets (e.g., New York, San

Francisco, Chicago), costs could be substantially higher due to prevailing market rates for labor and materials. These estimates may also vary substantially based upon your ability to negotiate with your landlord. Some landlords provide a tenant improvement allowance that will cover some of these costs. In our last fiscal year, our franchisees reported receiving tenant improvement allowances ranging from \$0 to \$350,000, with \$101,000 as the average reported allowance. The estimate has not been adjusted to reflect any potential tenant improvement allowances. The high estimated figures include remodeling walls, ceilings, floors, and other construction including electrical, plumbing, HVAC and carpentry work. This estimate also takes into account the cost of permitting.

- (5) Fitness Equipment (including installation) and OTbeat™ Start-Up System. This includes free weights, cardiovascular equipment, and installation; the proprietary OTbeat™ System equipment; OT Connect tablets and displays; and an initial inventory of heart rate monitors and straps for membership presales. The cost will vary based on the size of your Studio. Additional heart rate monitors range from \$32 to \$75 each and additional straps costs approximately \$10 each, each of which must be ordered for all members. (We also recommend that you keep extra straps on hand).
- (6) Technology – Software Licensing Fee. We charge a monthly Technology Fee to all franchisees for accessing the Required Software. The Technology Fee is currently \$899 per month and must be paid one month in advance, commencing with the month that you set up your Management Software account for membership presales for your Studio. This estimate includes five months of fees, as well as the \$575 fee to set up the Management Software account.
- (7) OTbeat Fee (3 months). We charge a monthly OTbeat Fee to all franchisees to use the OTbeat™ System. The OTbeat Fee is currently \$149 per month. This estimate includes three months of OTbeat Fees and the one-time setup fee of \$250.
- (8) Fitness Equipment Maintenance. An equipment maintenance contract is required prior to opening your Studio and evidence of such must be provided to us. The current cost of the maintenance contract is \$300 to \$800 per month. The estimate in the table is based on three months. This fee is charged by a third-party provider and is subject to change. Neither we nor our affiliates currently provide any equipment maintenance services.
- (9) Initial Inventory of Orangetheory® Fitness Retail Merchandise. This estimate includes an initial mandatory start-up kit of inventory of branded merchandise, which includes items such as shirts, hats, shorts, gym bags, water bottles, towels, and related items as we determine. You should not assume that you can purchase inventory or other supplies on credit. See Item 8.
- (10) AED and First Aid Equipment/Training. This estimate includes the cost of one automated external defibrillator (“**AED**”) and training for CPR and AEDs, which every Studio must have.
- (11) Technology System. You must obtain, maintain, and use the hardware, software, other equipment, and network connections that we specify periodically in the Manuals necessary to operate our point of sale system, the membership management system, the accounting system, the OTbeat™ System, the training system, the online reservation system, the audio-visual system, and other technology systems that we designate (collectively, the “**Technology System**”). This estimate includes the cost of acquiring the

required equipment in the Technology System, including desktop computers, televisions, entertainment devices, laptops, tablets, proprietary tablets for all rowers and treadmills, and all audio equipment for your sound system. This also includes music licensing fees paid to third-party music licensors. The Technology System is described in more detail in Item 11.

- (12) Pre-Sale and Grand Opening Advertising. You must conduct a presale/grand opening program we approve, with a minimum cost of \$30,000, as determined by us. See Item 11.
- (13) Presales Training Program. For your first Studio, we require you to participate in the Presales Training Program, as described in Item 5. For your subsequent Studios, we may require you to use this service in our sole discretion.
- (14) Business Licenses/Miscellaneous Opening Costs. This estimate is subject to any state and local requirements for licenses and permits.
- (15) Insurance. Insurance must be obtained to meet the minimum requirements established by the System Standards. See Item 8.
- (16) Additional Assistance. At your reasonable request, we may, in our sole discretion and subject to the availability of our personnel, furnish you with additional site selection and/or development guidance and assistance which is beyond the nature and scope of the services we are then providing to new ORANGETHEORY® franchisees as part of the Initial Franchise Fee. We estimate that the fee will range from \$2,500 to \$5,500. The low estimate assumes that you do not request additional assistance.
- (17) Additional Funds – 3 Months. This is an estimate of the amount of additional operating capital that you may need during the first three months after opening your business based on the costs our affiliates have incurred opening and operating similar Studios. This estimate includes additional funds you may need to pay employee salaries and wages, utilities, payroll taxes (including payroll to cover the pre-opening training period for your staff), rent, fees payable to us, legal and accounting fees, additional advertising, health and workers' compensation insurance, bank charges, miscellaneous supplies and equipment, staff recruiting expenses, state tax and license fees, deposits, prepaid expenses, and other miscellaneous items.
- (18) Total Estimated Initial Investment (excluding real estate purchase costs). The estimated initial investments shown are based primarily on the costs our affiliates have incurred in constructing and operating similar Studios, encompassing approximately 1,800 to 4,000 square feet. Your Studio may be larger or smaller, and your actual costs will vary depending on the size and location of your Studio. The amounts shown are estimates only and may vary for many reasons. Your actual costs will depend on factors such as how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the prevailing wage trade; competition; and the sales level reached during the initial period. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise.

We do not offer any direct or indirect financing for your initial investment for a Studio (see ITEM 10). The availability and terms of financing with third-party lenders will depend on factors

such as the availability of financing generally, your credit, and policies of lending institutions concerning the type of business operated.

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

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Authorized Products and Services. We have the right to require that furniture, fixtures, signs, and equipment (the “**Operating Assets**”) and products, supplies, and services that you purchase for resale or purchase or lease for use in your Studio: (i) meet specifications that we establish from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from suppliers or service providers that we have expressly approved; and/or (iv) be purchased or leased only from a single source that we designate (which may include us or our affiliates or a buying co-operative organized by us or our affiliates).

You must offer to customers only the products, services, and classes we approve in writing. In addition, you must offer the specific products, services, and classes that we require in the Manuals or otherwise in writing. We may change these specifications periodically, and we may designate specific products or services as optional or mandatory. You must offer all products or services that we designate as mandatory. You may sell products and services only in the varieties, forms, and packages that we have approved in accordance with our System Standards. You must maintain a sufficient supply of required products to meet the inventory standards we prescribe in the Manuals (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards).

You may be required to purchase certain products, equipment or services directly from us or our affiliates. Currently, we are the only approved supplier of the Management Software and other prescribed Required Software and are one of the approved suppliers for a cloud-based customer relationship management system. Our affiliate, OTF Sourcing, is the only approved supplier for: (a) fitness equipment, free weights and cardiovascular equipment; (b) the proprietary OTBEAT™ heart rate monitoring system; (c) certain Orangetheory® Fitness retail merchandise and promotional items; and (d) certain printed promotional materials. OTF Sourcing is also one of the approved suppliers for networking hardware and related installation and support services, but franchisees are not required to purchase these services from them.

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

We may change approved and required suppliers from time to time, and we or our affiliates may be approved or designated suppliers for certain items. We will provide you with a current list of approved suppliers (including required and recommended suppliers) through updates to the

Manuals or other forms of communication, including, but not limited to, OTCONNECT and Orange University. One of our officers owns an indirect ownership interest in us and OTF Sourcing. There are no other suppliers in which any of our officers own an interest.

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

You are obligated, at your expense, to have an architect designated or approved by us prepare all required construction plans and specifications, based on our design drawings and specifications. You must, at your expense, use construction contractors designated or approved by us. You will not engage any architects or contractors that we have not approved.

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

Type of Coverage	Minimum Amount
General Liability	\$1,000,000 each occurrence / \$2,000,000 aggregate
Property	Not less than actual replacement cost plus \$25,000 utility services direct damage, \$25,000 utility services business income, \$15,000 sign coverage, \$50,000 computer hardware and software coverage, \$25,000 employee dishonesty coverage, \$25,000 forgery and alteration coverage, \$20,000 money and securities coverage, and tenant building glass coverage
Professional Liability	\$1,000,000 each occurrence / \$3,000,000 annual aggregate \$100,000 each occurrence for sexual misconduct \$300,000 aggregate for sexual misconduct
Workers' Compensation	As required by law
Automobile Liability and Property Damage	\$1,000,000 per occurrence
Employment Practices Liability	\$250,000 annual aggregate with \$25,000 maximum deductible
Business Interruption and Extra Expense Limit	Not less than 75% of your annual revenue
Cybersecurity	\$250,000 per occurrence

These amounts are minimum requirements. You should consult with your own insurance broker and advisors to determine the types and amounts of coverage that you need or desire to provide sufficient coverage for your business in addition to the coverage required by us. We may periodically modify the types of coverage required or increase or decrease the amounts of coverage required.

You must also carry the insurance required by your landlord and applicable law. We may specify an insurance agency or insurer as the designated supplier for this service. The cost of

your insurance coverage will vary depending on the insurance carrier's charges, the terms of payment, and your insurance history.

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

Technology System. Currently, we require you to purchase or lease most of the components of the Technology System, including specific products that we specify, from a single designated supplier. We may require you to purchase installation services from a vendor that we approve or designate. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute any software license agreements that we or the licensor of the software require and any related software maintenance agreements. We may require you to maintain service support contracts and/or maintenance service contracts and implement and periodically make upgrades and changes to the computer hardware and software, and credit card, debit card and other non-cash payment systems.

Approval Process. If you would like to offer products or use any supplies, Operating Assets, or services that we have not approved or to purchase or lease from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We may specify in the Manuals, but are not required to, our criteria for approving suppliers, service providers, or particular items. We have the right to inspect the proposed supplier's facilities and test samples of the proposed products and to evaluate the proposed service provider and the proposed service offerings. We may require the proposed supplier or service provider to visit our headquarters to evaluate the proposed supplier or service provider in person. You agree to pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed product or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of products, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 90 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. You acknowledge that the products and services that we approve for you to offer in your Studio may differ from those that we permit or require to be offered in other Studios.

We reserve the right to re-inspect the facilities and products of any approved supplier and to reevaluate the services provided by any service provider at and to revoke approval of the item, service, supplier, or service provider if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you must cease purchasing or leasing the formerly-approved item or service or any items or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory of the formerly-approved items and services as we direct. If we revoke approval of a previously-approved product that you have been selling to customers or service that you have been offering to customers, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After

the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly-approved inventory as we direct.

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

Standards and Specifications. You must operate the Studio according to our System Standards. System Standards may regulate, among other things, the types, models and brands of required fixtures, furnishings, equipment, signs, software, materials and supplies to be used in operating the Studio, required or authorized products and product categories and designated or approved suppliers of such items (which may be limited to or include us or our affiliates). We do not make any express or implied warranties with respect to any products or goods we recommend for your use. Our standards and specifications may impose minimum requirements for quality, cost, delivery, performance, design and appearance, delivery capabilities, financing terms, and ability to service our franchise system as a whole. We may, at any time, change, delete, add to or modify any of our standards and specifications. These changes, deletions, additions or modifications, which will be uniform for all franchisees, may require additional expenditures by you. We will notify you in our Manuals or other communications of any changes to our System Standards or approved suppliers or service providers.

Revenues and Payments from Required Purchases. We or our affiliates may derive revenue or other benefits based on your purchases and leases, including from charging you for products and services we or our affiliates provide to you and from promotional allowances, volume discounts, and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. We and our affiliates may use all amounts received from you or suppliers and/or distributors, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our affiliates deem appropriate.

OTF Sourcing has arrangements with certain suppliers to receive rebates as a result of required purchases from these suppliers. During the fiscal year ended December 31, 2023, OTF Sourcing earned \$2,482,521 from rebates.

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

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

Proportion of Purchases Subject to Specifications. We estimate that the cost to purchase and lease all equipment, inventory and other items and services that we require you to obtain from us or our affiliates, from designated suppliers, or in accordance with our specifications is approximately 90% of the total cost to purchase and lease equipment, inventory, and other items necessary to establish a Studio and 70% of the total cost to purchase and lease equipment, inventory, and other items to operate a Studio.

Cooperatives and Purchase Arrangements. We are not involved in any purchasing or distribution cooperatives. We may, but are not obligated to, negotiate purchase arrangements with suppliers for the benefit of franchisees. As of the issuance date of this disclosure document, we have not negotiated any such arrangements.

Material Benefits. We do not provide material benefits to franchisees (for example, renewal of existing or granting additional franchises) based on their use of designated or approved suppliers.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligations	Section In Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 3(a) and 3(b)	7, 8, 11 and 12
b. Pre-opening purchases/leases	Sections 3(c), 3(g), and 6(j)	5, 6, 7, 8, and 11
c. Site development and other pre-opening requirements	Sections 3(c), (d), (e), (f) and (g); Section 4(a)	6, 7, 8, and 11
d. Initial and ongoing training	Section 4	6, 7, and 11
e. Opening	Section 3(e)	11
f. Fees	Sections 1(f), 2(b), 3(a)(iii), 4(a), 4(b), 5, 6(j), 9(b), 10(c), 10(d), 11(b), 16(c)(ii), 17(a), 18(a), and 21(l)	5, 6, 7, and 11
g. Compliance with standards and policies/Operating Manual	Sections 4(d) and 6	5, 8, 11, 12, 13, 14, 15, and 16
h. Trademarks and proprietary information	Sections 12, 13, and 15	13, 14, and 17
i. Restrictions on products/services offered	Sections 3(c), 3(d), 3(f), 3(g), and 6	8, 11, and 16
j. Warranty and customer service requirements	Sections 6(a) and 6(h)	11
k. Territorial development and sales quotas	Section 1(f)	12
l. On-going product / service purchases	Section 3(g), 6(c), 6(f), 6(g), 6(h), 6(i), 6(j), and 6(l)	8, 11, and 16
m. Maintenance, appearance and remodeling requirements	Section 2(b)(vi) and 6(l)	7 and 11
n. Insurance	Section 18(b)	7 and 8
o. Advertising	Sections 3(f), 7 and 8	6, 7, 8, and 11

Obligations	Section In Agreement	Disclosure Document Item
p. Indemnification	Section 18(a)	6
q. Owner's participation/ management/ staffing	Sections 4(c), 6(k), 14 and 20	11 and 15
r. Records and reports	Section 9(c)	6, 11, and 17
s. Inspections and audits	Sections 9(a) and 9(b)	6 and 11
t. Transfer	Section 10	6 and 17
u. Renewal	Section 2(b)	6 and 17
v. Post-termination obligations	Section 17	17
w. Non-competition covenants	Sections 14 and 17(d)	17
x. Dispute resolution	Sections 21	17

ITEM 10

FINANCING

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

ITEM 11

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

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

As noted in Item 1, under a management agreement with AFLCC for the provision of support and services to ORANGETHEORY® franchisees, AFLCC and/or UFG, as sub-manager, may provide the training, support, marketing, and other services described in this Item 11 to you on our behalf and will have the authority to exercise many of our rights and perform many of our obligations under the Franchise Agreement. However, we remain responsible for all of the support and services required under the Franchise Agreement.

If we have appointed, or appoint in the future, an Area Representative to operate an Area Representative Business in the area in which your Studio is located, such Area Representative may provide the training, support, marketing, and other services described in this Item 11 to you on our behalf and will have the authority to exercise many of our rights and perform many of our obligations under the Franchise Agreement.

Pre-Opening Obligations

Before you open your Studio, we will:

1. Designate your Site Selection Area if a Site has not already been selected. (Franchise Agreement §1(a))
2. Furnish to you site selection guidelines, site selection counseling and assistance, and such on-site evaluation(s) as we consider necessary and appropriate as part

of our evaluation of your request for acceptance of a proposed site. We do not typically own sites that we lease to franchisees. (Franchise Agreement §3(a)(i))

3. Review and accept or reject a site you propose within 15 days after receiving the complete site proposal and other materials. (Franchise Agreement §3(a)(v))
4. Review and, in our reasonable judgment, approve each letter of intent, lease, sublease, or purchase agreement (and any renewals and amendments thereof) that will govern your acquisition, occupancy and/or lawful possession of the Site (collectively, "**Site Agreements**"). (Franchise Agreement §3(b)(i))
5. Loan to you a set of sample architectural and design plans and mandatory and suggested specifications including requirements for dimensions, design, color scheme, image, interior layout, décor, fixtures, equipment, signs and furnishings, for a Studio. You must independently, at your expense, have the architectural and design plans and specifications adapted for construction of the Studio in accordance with our approved plans and specifications. (Franchise Agreement §3(c))
6. Review and, in our judgment approve, your initial space plans in writing and then approve your final architectural plans, construction plans and specifications through a Certificate of Approval. In developing your Studio, you must follow the steps described under "Site Selection and Studio Development" below. (Franchise Agreement §3(c))
7. Provide you with access to our Manuals, which are currently accessible through OTCONNECT and Orange University. (Franchise Agreement §4(d))
8. If the Franchise Agreement relates to your first Studio, we will provide the Initial Training Program, Studio Launch Training, and Presales Training Program described below. (Franchise Agreement §4(a))
9. Assist you in planning the pre-opening and grand opening marketing program for the Studio, which will include parameters that must be met before you obtain our approval to open your Studio, including at least 250 qualified presale memberships for your Studio. (Franchise Agreement §3(f))
10. Provide you with information regarding approved, required and preferred products, classes, services and suppliers. (Franchise Agreement §6(c) and (f))
11. Make available to you the Required Software. (Franchise Agreement §6(c))
12. Arrange for you to purchase the certain required equipment and products from OTF Sourcing. (Franchise Agreement §6(c) and (f))
13. Provide you with recommend pricing tiers for your market based on local market conditions. If we determine that we may lawfully require you to charge certain prices for goods or services, certain minimum prices for goods or services, or certain maximum prices for goods or services, you must adhere to our pricing policies as set forth in the Manuals or otherwise in writing from time to time. For any product or service for which we do not impose a maximum or minimum price,

we may require you to comply with any advertising policies we adopt from time to time which prohibit you from advertising a price for such product or service that is different from our suggested retail price. (Franchise Agreement §6(c)(vii))

Continuing Obligations

After you open the Studio, we will:

1. Provide you with information regarding approved, required and preferred products, classes, services and suppliers. (Franchise Agreement §6(c) and (f))
2. Provide you with ongoing access to the Manuals, which we may update from time to time. (Franchise Agreement §4(d))
3. Provide training programs to your replacement lead trainers for our then-current fee. (Franchise Agreement §4(b))
4. Provide you with a written summary of any evaluations we conduct at your Studio, if we elect to conduct such evaluations. (Franchise Agreement §9(a))
5. Maintain and administer directly or through our affiliates the general marketing and development fund (the “**Brand Fund**”) as described below in this Item. We will prepare an annual statement of monies collected and costs incurred by the Brand Fund and furnish the statement to you upon written request. (Franchise Agreement §4(b))
6. Review and, in our sole judgment, approve your requests to conduct Ancillary Business Operations at the Studio. You must follow any conditions that we specify related to such operations. (Franchise Agreement §4(c))
7. Review and, in our sole judgment, approve your requests to conduct or be involved in any websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, etc.), applications, keyword or adword purchasing programs, mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, “**Digital Marketing**”) that use the Marks or that relate to the Studio or the network. (Franchise Agreement §8(g))
8. Review and, in our sole judgment, approve your request to offer products, services, or classes or use any supplies, Operating Assets, or services that we have not approved or to purchase or lease from a supplier or service provider that we have not approved. (Franchise Agreement §6(f))

Advertising, Marketing, and Promotion

Our Advertising. We are not obligated to develop, produce, or conduct any advertising or promotional programs, other than through the Brand Fund. If we conduct media advertising, we may use direct mail, print, radio, Internet, or television, which may be national, regional, or local in scope. We may produce the marketing materials in-house or employ a local, regional, or national advertising agency. We are not obligated to conduct any advertising or marketing programs within your market.

Brand Fund. We or our affiliates (currently, UFG) administer a Brand Fund to promote Studios on a system-wide basis. Upon the opening of your Studio, you must begin paying a monthly Brand Fund contribution in an amount we designate (currently 3% of Gross Sales). We may increase or decrease the contribution amount in the future in our sole judgment up to 5% of Gross Sales. Currently, all Affiliate-Owned Studios contribute to the Brand Fund on the same basis as you do, but we may change this policy in the future. We reserve the right to defer or reduce contributions of any or all Studio franchisees and, upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the Brand Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Brand Fund.

We or our designee will maintain and administer the Brand Fund as follows:

a. The Brand Fund will be intended to promote recognition and acceptance of the Marks generally. We will direct all advertising programs produced, funded, or sponsored by the Brand Fund. We will have sole discretion to approve or disapprove the creative concepts, materials, and media used in those programs, the placement of the advertisements, and the allocation of the money in the Brand Fund to production, placement, or other costs. The Brand Fund may be used to pay the costs of preparing, producing, and distributing materials in any form or format; administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; developing marketing and advertising training programs and materials; conducting market research and secret shopper programs; creating, maintaining, and optimizing the System Website, other websites, and applications; implementing keyword or adword purchasing programs; conducting and managing social media activities; supporting public relations and other advertising, promotion and marketing activities; and reimbursing administrative costs. (Franchise Agreement - §7(b) and (d))

b. In administering the Brand Fund, we and our designees are not required to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that you or any particular Studio benefits directly or pro rata from the placement of advertising. We are not required to spend any advertising monies in your Territory. (Franchise Agreement - §7(d))

c. The Brand Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we may incur in activities related to the administration of the Brand Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the Brand Fund. We have no fiduciary duty to you, or any other franchisees, or your or their respective owners with regard to the operation or administration of the Brand Fund. (Franchise Agreement - §§7(c))

d. The Brand Fund may from time to time furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges. (Franchise Agreement - §7(b))

e. We may spend in any fiscal year an amount greater or less than the contributions to the Brand Fund in that year, and the Brand Fund may borrow from us or other lenders to cover deficits of the Brand Fund. If we lend money to the Brand Fund, we may charge interest at an annual rate 1% greater than the rates we pay our lenders. If excess amounts remain

in the Brand Fund at the end of the year, the money will remain in the Brand Fund in the next year. (Franchise Agreement - §7(c))

f. An unaudited statement of the operations of the Brand Fund will be prepared annually by us. If you submit a written request to us requesting to review the statement, we will provide you with a copy of the statement after its preparation for the most recently completed fiscal year. We may, from time to time, cause the Brand Fund to be audited, but there is no requirement to do so. (Franchise Agreement - §7(c))

g. Although the Brand Fund is intended to be of perpetual duration, we may terminate the Brand Fund. If the Brand Fund is terminated, all unspent monies, less any outstanding accounts payable and other obligations, on the date of termination will be distributed to our franchisees in proportion to their respective contributions to the Brand Fund during the preceding 12-month period. (Franchise Agreement - §7(a))

h. There is no contractual restriction on our right to use monies from the Brand Fund for preparation of franchise sales solicitation materials. However, we do not anticipate using the Brand Fund for such purposes, other than including a brief statement about the availability of franchises in items produced and/or distributed using the Brand Fund.

During the fiscal year ended December 31, 2023, the Brand Fund expenditures were as follows:

Type of Expenditure	Amount	Percentage
Marketing, Media & Social	\$27,031,988	82.4%
Admin	\$4,494,082	13.7%
Other (Promotional Items)	\$1,288,578	3.9%
TOTAL	\$32,814,648	100%

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

Your Advertising. You must participate in such local, regional, or national advertising, promotional, sweepstakes/giveaway, and community outreach programs that we may specify from time to time, at your own expense. You must use your best efforts to promote the use of the Marks in your Territory. You must spend in each month at least the greater of (a) 2% of your Studio's Gross Sales from the prior month or (b) \$2,500 on advertising, promotions and public relations within the Territory. We recommend spending \$2,500 per month on paid hyperlocal advertising alone, though some larger media markets will require a larger investment. Such expenditures will be made directly by you, subject to our prior approval and direction, using advertising and marketing materials prepared or pre-approved by us. Your local advertising and promotion must follow our guidelines. You must use only digital and media agencies that we approve. You may not use an unapproved website or landing page for any of your marketing or advertising efforts.

Marketing and Advertising Spend Reporting. You must submit to us monthly marketing and advertising expenditure reports accurately reflecting all local advertising expenditures by the marketing categories that we specify in the Manual for the preceding month and year-to-date. If an inspection or report reveals that you failed to make the required monthly local advertising expenditures (the greater of 2% of your Studio's Gross Sales from the prior month or \$2,500), we

may require you to contribute the amount of the deficiency to the Brand Fund within 10 days of your receipt of our invoice. (Franchise Agreement - §7(e))

Presale/Grand Opening Program. You must develop and implement a pre-opening and grand opening promotion approved by us for your Studio. You must spend a minimum of \$30,000, as determined by us, for a grand opening program for your Studio during the period that is at least 12 to 16 weeks before and 30 days following the opening of your Studio (or such other period as we may prescribe in the Manuals). You may spend more than the minimum amount that we require. Pre-opening and grand opening advertising will consist of a variety of meetings with potential members, participation in local events, and public relations, marketing and advertising initiatives intended to publicize the opening of the Studio. Amounts that you spend on pre-opening and grand opening advertising do not count towards any other advertising obligations you have under the Franchise Agreement. (Franchise Agreement - §3(f))

Approval of Advertising. You must ensure that all of your advertising, marketing, promotional, customer relationship management, public relations and other brand related programs and materials that you or your agents or representatives develop or implement relating to the Studio is completely clear, factual and not misleading, complies with all applicable laws, and conforms to the highest ethical standards and the advertising and marketing policies that we periodically specify in the Manuals or otherwise. You must obtain our written approval of all advertising and promotional plans, materials, and marketing assets before their use. You will submit all unapproved plans, materials, and assets to us. If you do not receive written approval within 30 days of our receipt of such items, we will be deemed to have disapproved the items. You will not use any plans, materials, or marketing assets that we have not developed or approved, and will promptly discontinue use of any advertising or promotional plans, materials, or marketing assets, whether or not previously approved, upon notice from us. We will have the final decision on all creative development of advertising and promotional messages. (Franchise Agreement - §7(e))

Marketing Advisory Council. We have established a Marketing Advisory Council (“**MAC**”) for the purpose of advising and working with us on issues related to advertising and marketing. The MAC serves in an advisory capacity only, and its decisions are not binding on us. The council members are elected for a term of two years by our Franchisee Advisory Council (“**FAC**”) after consultation with us. The FAC members are appointed by us for a term of one year and represent different regions of the U.S. market. The FAC members, along with us, will determine additional members to be selected to the FAC, terms and committee appointments. Any franchisee who is in good standing under its Franchise Agreement and all other agreements with us will be considered for appointment to the MAC or FAC. We have the power to form, change, or dissolve the MAC and FAC at any time, and the right to approve the bylaws and governing rules of the MAC, FAC, and any successor councils or committees.

Advertising Cooperatives. If a Co-op is established in a geographic area in which your Studio is located, we will require you to join and actively participate in it. We will determine the area and membership of the Co-op by media coverage or other criteria that we (or our Area Representative) establish, in our sole discretion. We will determine whether a Co-op should be formed, changed, dissolved or merged for your market.

You must contribute to the Co-op such amounts as are determined from time to time by a vote of the members of the Co-op. Each Studio in a Co-op is entitled to a single vote, whether operated by a franchisee or us or our affiliates. We and our affiliates currently do not control a

majority of votes in any Co-op. There is no minimum or maximum Co-op contribution. Your local advertising requirement will be reduced by the amount that you contribute to any Co-op (dollar for dollar), up to the amount of your local advertising requirement. Your failure to timely contribute the amounts required by the Co-op constitutes a material breach of the provisions of this Agreement and we may offset against any amounts we owe to you the amount of your Co-op contributions and pay such contributions for you.

The Co-op will adopt its own rules, regulations and procedures, which you must follow. However, the rules, regulations and procedures of the Co-op must be approved by us. We reserve the right to require that the Co-op prepare annual financial statements. We also reserve the right to audit any accounts or funds collected by the Co-op. All advertising utilized by the Co-op must not be used unless and until we have reviewed and approved it. We also have the right to participate in any meetings of the Co-op and its members. (Franchise Agreement - §7(f))

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

Digital Marketing. We may, in our sole discretion, establish and operate websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, etc.), applications, keyword or adword purchasing programs, mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, “**Digital Marketing**”) that are intended to promote the Marks, your Studio, and the entire network of Studios. (Franchise Agreement - §7(g))

Currently, we and our affiliates maintain an Internet website at the uniform resource locator www.orangetheory.com that provides information about the System and Studios (the “**Website**”). The Website currently includes a series of interior pages that identify Studios by address and telephone number. We may (but are not required to) include at the Website an interior page containing additional information about your Studio. You must give us any information and materials that we request from time to time to develop, update and modify such webpage, but we shall have final approval rights over any content. We may discontinue or modify the Website in our sole discretion.

At our option, we or one or more of our designees may establish and maintain one or more mobile applications for members and/or prospective members to use (“**Mobile Apps**”). We may require you to promote the use of the Mobile Apps in your Studio or to provide content to be included in the Mobile App. We may add, discontinue, or modify any Mobile Apps from time to time in our sole discretion.

Unless we consent otherwise in writing, you, your employees, and any third-party representatives or digital marketing agencies may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Marks or that relate to the Studio or the network. You may not establish or maintain any social media accounts utilizing any usernames, or otherwise associating with the Marks, without our advance written consent.

Currently, you are not permitted to maintain a Studio-specific Twitter account or to create, have, or use an unapproved website or landing page. You must provide us with full admin access

to all Facebook & Instagram pages, business managers, and ad accounts. You must provide ownership-level access to any Google My Business Studio profiles. You must provide, in writing, a list of all brand-related social media accounts that you, your employees, or any third-party representatives control, along with log-in information. If you conduct any e-mail marketing, you must use marketing templates that we have approved and must adhere to all requirements that we specify in the Manual. These policies are subject to change.

If we do permit you or your employees or representatives to conduct Digital Marketing, we may designate from time to time regional or territory-specific usernames/handles that you must maintain. You will be required to adhere to any social media policies that we establish from time to time and will require all of your employees to do so as well. You will be required to ensure that none of your Owners, managers or employees use our Marks on the Internet or any electronic communications network, except in strict compliance with these social media policies. Use of social media, including any pictures that may be posted on, using or through one or more social media sites, must be in compliance with the Manual and System Standards, including our then-current take-down policy.

Technology System

You must obtain, maintain, and use the Technology System that we specify periodically in the Manuals to (i) enter and track purchase orders and receipts, classes and attendance, and customer information, (ii) update inventory, (iii) enter and manage your customer's contact information, (iv) generate sales reports and analysis relating to the Studio, and (iv) provide other services relating to the operation of the Studio.

Currently, as part of the Technology System, we require you to purchase or lease a specific package of hardware and software from a vendor that we have designated that includes: (i) computers capable of connecting to the internet via high speed internet access, (ii) high speed internet access, (iii) entertainment devices, (iv) TV displays, (v) laptops and/or tablets, (vii) a speaker and audio system, (viii) the Management Software, (ix) proprietary OT Connect tablets for treadmills and rowers, and (x) other Required Software that we prescribe that are necessary to operate various systems and platforms. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require. Currently, we do not require you to use a designated vendor for the installation of the Technology System, but we reserve the right to do so.

We estimate that the cost of the Technology System will be approximately \$70,000 to \$98,500 which includes the cost of the hardware, software licenses, related equipment, and network connections and related installation costs. The Technology System estimate does not include the cost of the OTbeat™ System equipment, the monthly OTbeat Fee, or the monthly Technology Fee (for accessing the Designated Platforms). Currently, you must purchase the components of the Technology System from our designated vendor, other than the OTbeat™ system equipment, which must be purchased from us or our affiliates.

You must replace, upgrade, or update at your expense the Technology System as we may require periodically without limitation. We will establish reasonable deadlines for implementation of any changes to our Technology System requirements. We require you to obtain certain components of, or upgrades to, the Technology System and maintenance and support services related to the Technology System from us or our affiliates. We may charge you the Technology Fee, OTbeat Fee, or other reasonable fees for such products and services.

We currently do not require you to enter into any maintenance, updating, upgrading, or support contracts related to the Technology System, but we reserve the right to require you to do so in the future. We, our affiliates, and third-party vendors are not obligated to provide you with any ongoing maintenance, repairs, upgrades, or updates. Currently, if you elect to use our approved vendor for the installation of the Technology System, the vendor will provide ongoing support services as part of the installation fee (which is included in our estimate of the cost of the Technology System). If you elect to use another vendor for installation or support services, we cannot estimate what the vendor you select may charge for such services.

You, at all times, must give us unrestricted and independent electronic access (including users IDs and passwords, if necessary) to the Technology System for the purposes of obtaining the information relating to the Studio, such as information concerning gross revenues, membership information, and inventory. You must permit us to download and transfer data via a high-speed Internet connection or such other connection that we specify on a real-time basis. There are no contractual limitations on our right to access data stored in the Technology System.

Site Selection and Studio Development

Site Selection. You must select the site for the Studio and submit a site approval request, on a form prescribed by us. The proposed site must comply with our site selection criteria (which are included in the Manuals) and be available for lease or purchase in time for you to develop and open the Studio at or before eight months from the date you sign the Franchise Agreement. We do not select or endorse your site. However, we will use our reasonable efforts to review and accept or reject a site you propose within 15 days after receiving the complete site proposal and other materials we request. We will not unreasonably withhold our acceptance of a site that meets our criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics. In determining whether to accept or reject a proposed site, we also may consider the site's proximity to both boundaries of the Site Selection Area and to other existing or proposed Studios located outside the Site Selection Area boundaries. If we do not accept the proposed site within such 15-day period, the proposed site will be deemed rejected. (Franchise Agreement - §§3(a) and (b))

In reviewing the Site, we will provide site selection counseling and assistance, and on-site evaluations, as we consider necessary and appropriate. We may require you to purchase a demographic analysis and/or map for your Site Selection Area. If we determine that on-site evaluation is necessary (on our own initiative or at your request), we will provide such on-site evaluation at our expense, unless we determine that such on-site evaluations (at the same or any other location) are or become excessive, in which case we may require you to reimburse us for all reasonable costs and expenses incurred by us in relation to each such evaluation, including, without limitation, the cost of travel, lodging and meals for our employees and agents. You are limited initially to two site proposals; however, if we do not accept one of those initial proposed sites, you will have the ability at that time to provide an additional site proposal for a different site located within your Site Selection Area.

Site Agreements. You may not proceed to develop a Studio or enter into a binding commitment for the proposed site unless we have approved the site in writing. You must present to us for our review and approval, which we will not unreasonably withhold, each proposed Site Agreement at least 30 days before you intend to sign it. We may (but have no obligation to) provide you guidance or assistance relating to the Site Agreement and its negotiation. You may not sign any Site Agreement unless it contains the terms that we require in accordance with this

Section and until you have received a written "Certificate of Site Agreement Approval" from us. If we have not approved a Site Agreement in writing within 10 business days after we receive a complete clean copy of the Site Agreement from you (containing all negotiated terms and in signature-ready form), then it will be deemed disapproved. You must locate an approved site and provide us with a signed copy of your lease/sublease (including a signed copy of our standard Lease Addendum) or purchase agreement, in each case on terms acceptable to us, within six months from the effective date of the Franchise Agreement (unless we agree in advance to a longer period). If you fail to do so, we may terminate the Franchise Agreement. (Franchise Agreement - §3(b))

Studio Development. It is your responsibility to prepare all required construction plans and specifications for the Studio only in accordance with our approved plans and specifications, and to make sure that these plans and specifications comply with applicable laws. Simultaneously with the negotiation of your Site Agreement, or shortly thereafter, you must provide us with complete space plans, architectural drawings, construction plans and specifications for review, and receive our written approval before you apply for permitting or begin construction or build-out of the Studio. We may require you to use architects and contractors designated or approved by us. (Franchise Agreement - §3(c))

You must follow these steps for building your Studio and preparing for its opening. Failure to do so will result in delays on equipment delivery and installation, initial training and/or final approval for opening.

1. Your construction drawings (“**CDs**”) must be approved by our Construction & Design Department (“**CDD**”). You must receive a written certificate of approval from the CDD before you apply for any state or local permits or place an order for fitness equipment from OTF Sourcing. You and/or your general contractor are not permitted to change the plans once they have been approved by us, and any unauthorized changes will result in a delay in your opening, and you will be required to fix any deviations before opening. Because our review is limited to ensuring your compliance with our design requirements we will not assess compliance with federal, state or local laws and regulations, or state and local environmental requirements and building codes. Compliance with those laws is your responsibility. We may inspect the site while you are developing your Studio.
2. You must provide us with a copy of all required permits and the proposed construction schedule from your general contractor. OTF Sourcing will then provide you with a tentative equipment installation date.
3. Three weeks prior to the tentative installation date, you must provide the CDD with photographs (360° views and angles) and/or 360° live video of the Studio premises, including the exterior and interior (including the lobby, reception area, interior workout room, lavatories and showers) of the Studio.
4. One week prior to the tentative installation date, you must provide a repeat of step (3) above (i.e., provide photographs and video to the CDD and Equipment Team).
5. Upon equipment installation, you must submit the following items to us for review and approval prior to on-site launch training and Studio opening: (a) certificate of occupancy; (b) copies of all required insurance policies or other evidence of coverage satisfactory to us; (c) a complete set of required photographs of the

Studio (we currently require 32 specific photos); (d) completed final pre-training/opening checklist (in form we specify); and (e) final build-out costs (in form we specify).

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

Time to Opening

We estimate that the typical length of time between the signing of the Franchise Agreement or the first payment of any consideration for the franchise (whichever occurs first), and the opening of your Studio is approximately nine to 12 months in most markets. Factors that may affect this period include, among other similar factors, your ability to identify and obtain an acceptable site, arrange leasing and financing, make leasehold improvements, install Operating Assets, decorate the Studio, meet local requirements, obtain inventory, achieve a minimum of 250 presale memberships, and complete all required training programs. (Franchise Agreement - §3(e))

Unless we specify longer deadlines based on your market, market conditions, or your unique circumstances, you must (a) obtain our acceptance of a site within four months from the effective date of the Franchise Agreement, (b) acquire the site and enter into a Site Agreement that we have approved within six months from the effective date of the Franchise Agreement, and (c) open the Studio for business within 12 months from the effective date of the Franchise Agreement. If you fail to begin operations within the specified time period, we may exercise any of the remedies specified in the Franchise Agreement, including terminating the Franchise Agreement. (Franchise Agreement - §16(b)(ii))

Manuals

After you sign the Franchise Agreement, we will provide you with access to our Manuals, which includes approximately 654 pages, via our intranet. A copy of the table of contents of our Manuals is attached as Exhibit D to this disclosure document. We consider the contents of the Manuals to be proprietary, and you must treat them as confidential. You may not make any unauthorized copies of the Manuals. (Franchise Agreement - §4(d))

Franchise Training

Initial Training Program. If the Franchise Agreement relates to your first Studio, we will provide an initial training program on the operation of a Studio (the “**Initial Training Program**”) for all Owners who sign this Agreement (including your Managing Owner, who must be a signatory on this Agreement). If there is room in the training class and all individuals who have signed this Agreement have been trained, we may allow up to two additional people, such as your Studio manager and/or your lead trainer, to attend training for portions of the Initial Training Program related to Studio management and operations. We will train up to three trainees at no charge, and

we may charge a reasonable fee for each additional trainee (currently, \$1,000 per person for each session), including repeat or replacement trainees.

Our current Initial Training Program lasts four days and may be conducted, in our sole discretion, online via live and/or recorded sessions or in person at our headquarters in Boca Raton, Florida. If we conduct in-person training, portions of such training may be provided via online “e-learning” modules through Orange University, our learning management software system. As of the date of this disclosure document, our initial training program occurs quarterly and is held at our headquarters, with some portions provided online; however, the training schedule may change throughout the year. The subjects covered, approximate hours of classroom and on-the-job training, and other information about our initial training as of the date of this disclosure document are described below:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
DAY ONE			
Welcome & Introduction to OTF	2.5	—	Online and/or our headquarters in Boca Raton, FL
Your Role as an Owner	1	—	
Fitness	2	—	
Operations	1	—	
Recap	0.25	—	
DAY TWO			
Questions, Agenda & Expectations	0.5	—	Online and/or our headquarters in Boca Raton, FL
Continuity and Compliance	1	—	
OSC/Retail	1	—	
Overall Learning	1	—	
Hiring and Recruiting	1	—	
DAY THREE			
Questions, Agenda & Expectations	0.5	—	Online and/or our headquarters in Boca Raton, FL
Marketing	2	—	
Presales	2	—	
MindBody Online (“MBO”)	1	—	
Orangetheory Business Intelligence	1	—	
DAY FOUR			
Questions, Agenda & Expectations	0.25	—	Online and/or our headquarters in Boca Raton, FL
Guest Franchisee	1	—	
Real Estate	1	—	
Construction	1	—	
Equipment	0.75	—	
Finance	0.75	—	
Recap	0.25	—	
TOTALS	22.75		

The time periods allocated to the subjects listed above are approximations, and the time actually spent by you and your personnel may vary based on the experience and performance of those persons being trained. The instructional materials used in the initial training will consist primarily of our Manuals, marketing and promotional materials, videos and other handouts.

Our Initial Training Program is led by Deborah Brown, who has been UFG’s Senior Manager International Franchise Sales and Operations since January 2021, has over six years of experience within UFG’s training department, and has over nine years of experience working with us and our affiliates in various roles. Other individuals identified in Item 2 will teach segments of the Initial Training Program. Such individuals have between four and thirty-two years of experience in the subjects they are teaching. Additional employees who have experience in some facet of the operation of a Studio (for example, opening, operations or systems management) may also assist in training. Such persons generally have a minimum of at least twelve months’ experience with our system or have numerous years of training in a corporate and/or franchise capacity.

Studio Launch Training. We or an Area Representative (if one is located in your market) will also provide Studio Launch Training, which includes sales and operations training and OTFit certificate training, at no charge for up to eight fitness coaches and four sales associates. Such training will include online modules in addition to on-site training at your Studio. Your fitness coaches must pass the OTFit certificate training provided in order to participate as a group fitness coach at your Studio. We may charge a reasonable fee for additional trainees in excess of the original eight fitness coaches and four sales associate trainees (currently, \$1,400 per person for each session), including replacement and repeat trainees. See Exhibit F for more information regarding the experience of our Area Representatives who may provide the training.

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

STUDIO LAUNCH TRAINING PROGRAM

SALES AND OPERATIONS TRAINING

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
DAY ONE			
Introduction	0.5	—	Your Studio
Business and Operations Platforms	2.5	—	
Human Resources	0.5	—	
KPI and Reporting	0.75	—	
OBI	1.5	—	
MBO Reporting	1.5	—	
DAY TWO			
Technology	3	—	Your Studio
MBO Basics	1	—	

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Service Standards	0.75	—	
Daily Production Model	0.75	—	
Communication	0.25	—	
Telephone Inquiry	0.75	—	
Prospecting and Marketing	0.75	—	
Lead Management/Orangebook	0.75	—	
DAY THREE			
Membership/Packages Options and Policies	0.75	—	Your Studio
Sales 101	0.75	—	
Sales Process	4	—	
Handling Objections	0.75	—	
Onboarding Process	0.75	—	
DAY FOUR			
Preparing for VIP Classes	0.75	—	Your Studio
Exam	0.5	—	
Breaking the Glass/Member Experience	1.5	—	
Coaching to OTbeat	0.75	—	
Sales, Marketing and Business Policies	0.5	—	
Friends and Family/VIP	—	2	
DAY FIVE			
VIP Class Coaching	—	2	Your Studio
TOTALS	26.25	4	

OTFIT CERTIFICATE TRAINING

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
SESSION ONE			
Expectations	0.5	—	Your Studio
Lobby Experience	0.5	—	
The First Five Minutes	1.5	—	
Bike/Strider	0.75	—	
The Science of OTF	0.75	—	
Mic Presentation	2	—	
SESSION TWO			
Rowing Workshop	1.5	—	Your Studio
Treadmill Workshop	1	—	

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Floor Demos and Treadmill Forecast	1	—	
Mic Presentation	2	—	
SESSION THREE			
How to Transition the Workout	0.75	—	Your Studio
Flexibility Block/ End of Workout	0.25	—	
Mic Presentation	2	—	
Mic Presentation	2	—	
SESSION FOUR			
Training the Floor	1	—	Your Studio
Correcting Common Rowing Errors	0.5	—	
Architecture of the Workout	0.75	—	
Breaking the Glass/Member Experience	1.5	—	
Coaching the OTbeat	1	—	
Sales, Marketing, and Business Policies	0.25	—	
Final Exam	1	—	
Mic Presentation	2	—	
Friends and Family/VIP	—	2	
SESSION FIVE			
VIP Class Coaching	0	2	Your Studio
TOTALS	24.5	4	

Presales Training Program. If this is your first Studio, you, along with all Owners and employees of your Studio, must successfully complete our initial Presales Training Program to our satisfaction before your Studio begins selling memberships in presales. We or our representatives will provide the Presales Training Program for a non-refundable fee of \$4,900, plus the travel and living expenses of our representatives. We may change this fee from time to time. For your subsequent Studios, we may require you to use this service in our sole discretion. Typically, we will require you to use this service if you fail to achieve a minimum of 60 presale memberships in the first four weeks of your presales activities.

Our current Presales Training program lasts four days and is presently conducted on-site at your Studio’s presales location or at an Area Representative’s certified training facility. See Exhibit F for more information regarding our Area Representatives.

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

PRESALES TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
BLOCK ONE			
Owner/Studio Manager Meet & Greet	1	—	On-site at presales location
Review Staff Responsibilities (Including Owner)	1	—	
Staff Assessment	1	—	
Goal Planning and Expectations	1	—	
Market Tour	0.25	1	
BLOCK TWO			
Welcome to Orangetheory	1	—	On-site at presales location
Why presales training	0.25	—	
Presales timeline	1	—	
30 Second Pitch Practical Training	0.5	—	
Business/Studio Policies & Membership Packs	1	—	
Defining Roles & Responsibilities	1	—	
Service Standards, MVV, 7 Exceptional	1	—	
Technology	1	—	
Formula for Success	1	—	
Sales Tools	1	—	
The Workout	1	—	
BLOCK THREE			
Lead Generation & Marketing 101	1	—	On-site at presales location
Business to Business Relationships	0.5	0.5	
Lead Management & Follow Up Strategy	1	—	
Introduction to MBO	1	—	
MBO Practical Training	0.5	—	
Capturing Phone Leads	0.25	—	
Telephone Inquiry Practical Training	0.5	—	
Setting Appointments	0.25	—	
Sales 101/NME	1	—	
Membership Agreement & Client Intake Forms	1	—	
Sales Practical Training	—	1	
BLOCK FOUR			
Presales Site Table Review	1	—	On-site at presales location
Market Presence	1	—	
Engaging the Community	1	—	
Digital Communication	1	—	
Presales Tent Team Practical	—	0.5	

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Outreach Strategy	1	—	
Exam	—	1	
TOTALS	26	4	

Completion of Training. Before you sell any memberships (including, without limitation, through presale), advertise the Studio, or open the Studio to the public: (i) you (or your Managing Owner) must complete our Initial Training Program and Presales Training Program to our satisfaction and (ii) your lead trainer and Studio manager must complete the training program(s) that we require for such positions (which may include abbreviated portions of the Initial Training Program that we provide to franchise owners and the Presales Training Program). We will determine, in our discretion, what constitutes successful completion of the programs. You or your trainees may be required to repeat or send replacement trainees to training programs. If your trainees fail to successfully complete the Initial Training Program and Presales Training Program, we may terminate the Franchise Agreement and we will not refund any initial fees paid by you.

Additional Training. We may require you (or your Managing Owner), your Studio's lead trainer, and/or Studio manager to attend (and, in the case of training programs, successfully complete) any conferences or supplemental or refresher training programs that we choose to provide at locations that we designate, including our annual ORANGETHEORY® conference, our annual training summit, and our annual management training program. We may charge you a reasonable registration fee for each individual that attends or participates in a program or conference. Currently, we charge fees for our conference and annual training summit, but do not charge a fee for our annual management training program.

If you own multiple Studios, we may permit, in our sole discretion, you (or your Managing Owner) and a designated manager and lead trainer from one of your Studios to attend such programs on behalf of all of your Studios, provided that you will be responsible for training all of your managers and other employees at all of your Studios on the subjects taught at the programs to ensure that all such Studios are operated in accordance with System Standards.

Travel and Living Expenses. You will be responsible for the compensation, travel and living expenses of you, your Owners and your employees during any and all training, conferences, and programs.

Training by You. You must implement a training program for all your employees using training standards and procedures we prescribe. While we, or your Area Representative, may provide additional guidance, you are responsible for making all hiring and employment decisions as the owner of the Studio. This includes, but is not limited to, employee selection, hiring, training, promotion, termination, hours worked, rates of pay, benefits, work assigned, supervision, discipline, and working conditions.

ITEM 12

TERRITORY

Site. The Franchise Agreement grants you the right to operate a single Studio at a specific location in the Site Selection Area that you select and we accept, in our sole discretion. You must select and secure a site that we have accepted within the non-exclusive Site Selection Area within four months of the effective date of the Franchise Agreement. The Site will be added to the Franchise Agreement once we accept it and you secure it. Your Site Selection Area is not exclusive and is only intended to give you a general indication of the area within which you may locate the Site for the Studio.

Relocation. You must operate the Studio only at the accepted location and you may not relocate the Studio without obtaining our prior written consent and complying with any conditions that we may require.

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

However, once we have accepted the Site, we will designate a geographic territory for you (the "**Territory**"). As long as you are in compliance with the Franchise Agreement, we and our affiliates will not operate or authorize others to operate a Studio identified by the Marks the physical premises of which are located within your Territory, except we may operate and authorize others to operate Studios located in private businesses, governmental institutions, or other limited access facilities within your Territory ("**Limited Access Locations**"), provided that, if such Studios operate under the Marks, access to those Studios shall be limited to owners, employees, members, transient guests, students, or residents of such businesses, institutions, or facilities. Limited Access Locations include (i) hotels, motels, resorts, casinos, or similar operations, (ii) hospitals and other health care facilities, (iii) universities, schools, and education facilities, (iv) military bases, (v) office buildings and business complexes, (vi) condominiums, apartment buildings, and dormitories, (vii) private clubs, and (viii) other similar facilities that are not accessible to the general public.

We will determine the Territory based on the factors that we deem relevant, which might include population, traffic flow, presence of businesses, location of competitors (including other Studios), demographics, and other market conditions. We do not specify a minimum geographic or population size for the Territory. The Territory may be defined based on geographic boundaries, streets, or other criteria, as we determine appropriate based on the nature of the area surrounding your Studio. Once we have defined the Territory, we will insert a description (including a map) of the Territory in Schedule 1 to Appendix A of the Franchise Agreement. At that point, you will have no territorial or other rights in those portions of the Site Selection Area that are outside the Territory.

As long as you are in compliance with the Franchise Agreement, your protected rights in the Territory will not be modified for any reason, except by mutual written agreement signed by both parties. If you are in default under the Franchise Agreement, we have the right to reduce the size of your Territory or eliminate your protected rights related to your Territory, in addition to other remedies.

Minimum Performance Standards. You must meet certain minimum performance levels during the Term of this Agreement (the "**Performance Standards**"). Your Performance Standards in the Territory are as follows for the following time periods during the Term:

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

"Year 1" begins on the date on which the Studio first opens for member workouts of any kind under this Agreement, regardless of the date on which the Studio's "grand opening" occurs (the "**Actual Opening Date**"), and ends on the day before the first anniversary of the Actual Opening Date. Each subsequent year begins on the anniversary of the Actual Opening Date and ends on the day before the next anniversary of the Actual Opening Date. If you do not achieve the Performance Standards during any year, then you must (i) pay to us the difference between the Royalties actually paid and the Royalties that would have been paid had you achieved the Performance Standards and (ii) develop and implement a business plan that we must approve in writing to improve performance. If you do not achieve the Performance Standards in two consecutive years, we may reduce the size of your Territory, eliminate your protected rights related to your Territory, terminate the Franchise Agreement, or exercise other remedies outlined in the Franchise Agreement.

Reserved Rights. We and our affiliates also reserve all rights not expressly granted to you under the Franchise Agreement, as well as the right to do all things that we do not expressly agree in the Franchise Agreement not to do. Without limitation, we and our affiliates reserve the right to conduct any of the following activities, among others, without any compensation to you:

1. Establish or license franchises and/or company-owned fitness studios or businesses offering similar or identical products, services, classes, and programs and using the System or elements of the System (i) under the Marks anywhere outside of the Territory or (ii) under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Territory;
2. Develop or become associated with other concepts (including other franchise systems), whether or not using the System and/or the Marks, and/or award franchises under such other concepts for locations anywhere;
3. Acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not) with units located anywhere and, even if such businesses are located in the Territory, (i) convert the other businesses to the ORANGETHEORY® brand and Marks and to allow them to operate as part of the System, (ii) permit the other businesses to continue to operate under another name, and/or (iii) permit the businesses to operate under another name and convert existing Studios to such other name;
4. Advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside of the Territory; or
5. Manufacture, distribute, market, ship, sell and provide products and services, including coaching services, identified by the Marks or other trademarks, service marks, commercial symbols or emblems to customers located in the Territory

through any alternative distribution channels (other than Studios located in the Territory), including through catalogs, mail order, retail stores or kiosks, e-commerce, applications, online videos, recorded media, or broadcast media, regardless of proximity to the Studio without compensation to you.

We and our affiliates do not currently operate and/or franchise competitive concepts in the United States, but we or our affiliates may do so in the future. Such competing health or fitness concepts may be established in close proximity to your Studio without compensation to you.

In addition, we and our affiliates intend to offer health and fitness products, services, and/or classes using certain virtual or web-based platforms under the Marks or other marks that we designate. While we may, in our sole discretion, offer you the opportunity to participate in these online offerings, we may offer these product, services, and classes to customers located anywhere without compensation to you.

Restriction on Rights. You do not have the right to open additional Studios nor do you have any rights of first refusal on any other location. You do not have the right to use the Marks or the System at any location other than the Site or in any wholesale, e-commerce, or other channel of distribution besides the retail operation of the Studio at the Site, unless we agree otherwise in writing. You must not use market, advertise, or use the Marks or marketing materials outside of your Territory (whether through social media or other marketing methods or media outlets), unless we agree otherwise in writing. You may not advertise on the Internet or establish or maintain any Website or any presence on the Internet without our prior written consent. You may use the Internet to advertise only in compliance with the Franchise Agreement. There are no territorial restrictions from accepting business from customers that reside or work or are otherwise based outside of your Territory if these customers contact you, but we reserve the right to implement additional rules and restrictions regarding soliciting such customers in the future in our Manuals.

Similar Affiliated Brands. We have not established, and do not intend to establish, other franchised or company-owned facilities or channels of distribution for selling products or services substantially similar to the products and services sold by Studios under a different trademark, although we may do so in the future. However, our current and future affiliates may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell.

Item 1 describes our current affiliates that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. As described in Item 1, we have three affiliates, Anytime, Bar Method, and Basecamp, that offer franchises under different trademarks from us and sell similar goods and services in the fitness space. Anytime offers fitness centers under the Anytime Fitness® mark, Bar Method offers barre-based boutique fitness studios under the The Bar Method® mark, and Basecamp offers high-intensity interval training studio fitness centers under the Basecamp Fitness® mark. Anytime, Bar Method, and Basecamp maintain physically separate offices and training facilities from us.

There may be now, or in the future, Anytime Fitness®, The Bar Method®, and/or Basecamp Fitness® locations in the same market as current or future Orangetheory® franchisee territory(ies). All of the businesses that our affiliates and their franchisees operate may solicit and accept business from customers near your Studio. We do not have a policy related to, and are not






responsible for, resolving conflicts between an Anytime Fitness, The Bar Method, or Basecamp Fitness franchisee and an Orangetheory franchisee.

ITEM 13

TRADEMARKS

We grant you the right to use certain trademarks, service marks and other commercial symbols in operating your Studio. The primary trademarks we use are “ORANGETHEORY®” and related logos.

Trademark Registration. We own the following Marks, among others, which have been registered with the Principal Register of the United States Patent and Trademark Office (“USPTO”):

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

All required affidavits and renewal applications with respect to each of the Marks have been filed.

There are no agreements currently in effect which significantly limit our rights to use or license the use of the Marks in a manner material to the franchise. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringements, opposition or cancellation proceedings, or material litigation involving our principal trademarks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of our principal trademarks in any state.

Use of the Marks. Your right to use the Marks (including any additional trademarks or service marks we authorize you to use) is derived solely from the Franchise Agreement and is limited to the operation of your Studio in accordance with the terms of the Franchise Agreement and the Manuals. You must use the Marks only in strict accordance with the Franchise Agreement and the Manuals. You may not use any Mark (i) as part of any corporate or legal business name,

(ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you), (iii) in selling any unauthorized services or products, (iv) as part of any domain name, electronic address, metatag, social media account, or otherwise in connection with any website or other electronic medium without our consent, or (v) in any other manner we have not expressly authorized in writing. You must display the Marks in a manner that we specify on signage at the Studio and on all written materials, forms, advertising, promotional materials, supplies, employee uniforms, business cards, receipts, letterhead, contracts, stationary, and other materials we designate.

Infringements. You must promptly notify us if any other person or Entity attempts to use any of the Marks or any colorable imitation of any of the Marks. You must immediately notify us of any infringement of or challenge to your use of any of the Marks. We will have the right to take any action that we deem appropriate, but the Franchise Agreement does not require us to take any action to protect your right to use any of the Marks or to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving any of the Marks. We will have the right to control any administrative proceeding or litigation related to the Marks. We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in connection with any such action. You agree to execute all documents and, render any other assistance we may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Marks.

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

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We have no patents, pending patent applications, or registered copyrights that are material to the ORANGETHEORY® franchise described in this disclosure document.

However, we and our affiliates do claim copyright protection and proprietary rights in the original materials used in the System, including our Manuals, bulletins, correspondence and communications with our franchisees, training, advertising and promotional materials, proprietary software and other copyrightable materials relating to the operation of Studios and the System, including our workout templates.

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

Any copyrights used by you in the Studio belong solely to us or our affiliates. You agree to notify us in writing of any suspected infringement of our or our affiliates' copyrights. We and our

affiliates have exclusive rights to bring an action for infringement and retain any amounts recovered with respect to such action, and to control any infringement proceeding whether brought by or against us or you. We have no obligation to defend or otherwise protect you against any claims involving any copyright, including without limitation any copyright infringement claim, or to indemnify you for any losses you may incur as a result of our copyrights infringing the rights of any other copyright owner. If so requested by us, you will discontinue the use of the subject matter covered by any copyright used in connection with the Studio.

During the term of your Franchise Agreement, we or our affiliates may disclose in confidence to you, either orally or in writing, certain information, processes, methods, techniques, procedures and knowledge, including know-how (which includes information that is secret and substantial), Manuals and trade secrets (whether or not judicially recognized as a trade secret), developed or to be developed by us, our predecessor, or our or its Affiliates relating directly or indirectly to the development or operation of a Studio (the “**Confidential Information**”). Our Confidential Information also includes data and information relating to each Studio's members and/or prospective members, including names, addresses, contact information, financial information, demographic information, biometric and physiological data, heart rate telemetry, workout data, data collected from connected fitness devices, and any other related information, including such information that you collect or that is collected through your Studio.

You may disclose the Confidential Information to your Owners and employees only to the extent reasonably necessary for the operation of the Studio. You may disclose your Studio's financial results only to a lender or prospective purchaser in connection with the proposed loan or sale of your Studio or of a direct or indirect ownership interest in you, provided the recipient is subject to a confidentiality obligation with respect to such information. You may not use the Confidential Information in any other business or capacity; must maintain the absolute secrecy and confidentiality of the Confidential Information; must not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible or intangible form; must use best efforts to protect the information if you are legally compelled to disclose the information in a judicial or administrative proceeding; and must adopt and implement all reasonable procedures prescribed from time to time by us to prevent unauthorized use or disclosure of or access to the Confidential Information, including, without limitation, requiring employees who will have access to such information to execute confidentiality agreements in a form periodically prescribed by us.

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

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We do not require, but do recommend, that you (or your Managing Owner) personally supervise your Studio.

You must designate a full-time, on-premises manager who (a) devotes his or her full working time and best efforts to the day-to-day, on-premises operations of the Studio, (b) has

satisfactorily completed our management training program or a comparable program that we have approved, and (c) is not engaged in any other business endeavor (except passive investments which do not interfere with his or her duties as manager). The Studio's manager is not required to have an equity interest in the Studio (or in you). If you for any reason no longer employ a Studio manager, you must arrange for an individual who has been properly trained to temporarily manage the Studio or, in our sole discretion, allow us, on a temporary basis, to assume the management of the Studio ourselves or appoint a third party (who may be our affiliate) to manage the Studio for a reasonable fee until you hire a new trained manager. Unless we approve, no independent consultant or management company may manage the Studio.

We have the right to require you to obtain covenants against the use and disclosure of any confidential information from (i) your owners (and any member of their immediate families or households), (ii) your officers, directors, executives, managers or members of the professional staff and employees of your Studio, and (iii) any other individuals that we designate in the Manuals. Additionally, we have the right to require you to obtain noncompete covenants from any of your owners (and any member of their immediate families or households). All of the required covenants, as applicable, must be in substantially the form of the (i) Nondisclosure Agreement or (ii) Nondisclosure and Noncompetition Agreement attached as Appendix C to the Franchise Agreement that is attached as Exhibit B to this disclosure document. We will be a third-party beneficiary with the right to enforce the covenants contained in such agreements.

We also require each of your Owners holding 15% or more of the legal or beneficial ownership interests in the franchise (and may require, in our sole discretion, any Owners holding less than 15% of the legal or beneficial ownership interests in the franchise) to personally guarantee your obligations to us under the Franchise Agreement, and we may also require such person's spouse to sign the Owner's Guaranty. The current form of Owner's Guaranty is attached as Appendix B to the Franchise Agreement attached as Exhibit B to this disclosure document. All other Owners and, in our discretion, their spouses must sign a nondisclosure and noncompetition agreement in form satisfactory to us, as described above.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

(1) You may offer in the Studio to customers only the products, services, and classes that we have approved in writing. In addition, you must offer the specific products, services, and classes that we require in the Manuals or otherwise in writing. We may change these specifications periodically, and we may designate specific products or services as optional or mandatory. You must offer all products, services, or classes that we designate as mandatory. You may sell products and services only in the varieties, forms, and packages that we have approved in accordance with our System Standards. You must maintain a sufficient supply of required products to meet the inventory standards we prescribe in the Manuals (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards).

(2) You must conduct all classes in accordance with the System. Any classes that you or your instructors develop must be consistent with the System Standards that we specify from time to time. If we disapprove of any class or program that you offer, you must immediately discontinue offering the class or modify the class in accordance with our instructions.

(3) We may, without limitation, change the types, amounts, or specifications of the goods or services that you may offer. We may, without limitation and in our sole discretion, revoke approval of a previously-approved product or service that you have been selling, in which case, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly-approved inventory as we direct.

You must offer or perform (as applicable) in the Studio all Core Business Operations, as we periodically modify them. You and your employees must perform all Core Business Operations at the Studio, and you may not contract with or allow any third party, including any licensee, lessee, consultant or other independent contractor (a "**Contractor**"), to perform them.

You may offer or perform (as applicable) in the Studio any Ancillary Business Operations (if any) that we specify or approve in our sole discretion. We may specify in the Manuals and periodically modify those business activities that will be approved as Ancillary Business Operations. If we withdraw our approval for any Ancillary Business Operations, you must promptly cease offering such Ancillary Business Operations.

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

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

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

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

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

(4) You may not make any sales of products or services outside of the Studio, conduct classes or programs outside of the Studio, or use vendor relationships that you establish through your association with us or the ORANGETHEORY® brand for any other purpose besides the operation of the Studio, unless we consent in writing. You may not offer products or services in connection with the Marks on any website on the Internet or any other electronic communication network unless we consent in writing. Any media advertising or direct mail marketing that you conduct must be predominantly focused within your Territory, unless we agree otherwise. There are no territorial restrictions from accepting business from retail customers that reside or work or are otherwise based outside of your Territory if these customers contact you, but we reserve the right to implement rules and restrictions regarding soliciting such customers in the future in our Manuals or otherwise in writing. You agree to purchase products solely for resale to retail customers, and not for resale or redistribution to any other party, including our other franchisees.

You must comply with the reciprocity and transfer programs we implement, as we periodically modify them, which require certain payments to be made by a member's home Studio to the Studio where the member attends a class and requires a member to be reassigned after once certain conditions are met to the Studio that is more frequently used by such member. Except as provided in this Item, we do not impose any other restrictions in the Franchise Agreement or otherwise as to the goods or services that you may sell or as to the customers to whom you may offer such goods or services, except that such customers must be at least 14 years old.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section In Franchise Agreement	Summary
a. Length of the franchise term	Section 2(a)	10 years from the effective date of the Franchise Agreement, unless the parties mutually agree after the Site Agreement is executed to a longer term (which shall be no longer than 11 years from the effective date of the Franchise Agreement) to better align the term of the Franchise Agreement with the term of the Site Agreement
b. Renewal or extension of the term	Section 2(b)	If you meet requirements, you can renew for one additional consecutive term of 10 years.
c. Requirements for franchisee to renew or extend	Section 2(b) – 2(e)	We do not allow you to “renew” the Franchise Agreement, but we do grant you the right (subject to satisfaction of the conditions described below) to acquire a successor franchise, which requires you to sign our then-current form of Franchise Agreement which may be materially different than the form attached to this disclosure document.

Provision	Section In Franchise Agreement	Summary
		Conditions include, among others: You must give six months' notice, repair and update equipment and remodel Studio premises, not be in breach of any Agreement with us or our affiliates, have the right to remain in possession of Studio premises, have satisfied all monetary obligations to us and our affiliates, pay successor franchise fee, agree to territorial changes, sign current Franchise Agreement and general release, and complete any retraining program we may require.
d. Termination by franchisee	Section 16(a)	You can terminate only if we fail to cure a default under the Franchise Agreement within 30 days after you give us written notice or, if the breach cannot be cured within 30 days, we provide you with reasonable evidence of our effort to correct such breach within a reasonable time period.
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause	Section 16(b)	We can terminate only if you default or if certain events (described in (g) and (h) below) occur. In some instances, you will have an opportunity to cure the default.
g. "Cause" defined - curable defaults	Section 16(b)	You have five days to cure the non-payment of any amounts owed to us or omitted reports; five days to procure required insurance; and 30 days to cure a failure to comply with any other provision of the Franchise Agreement not described above or in (h) below.
h. "Cause" defined - non-curable defaults	Section 16(b)	Non-curable defaults include, among others: you or your Owners make any misrepresentations or omissions to us; you fail to locate a suitable site and sign a lease for the location within the required time period; you fail to open the Studio by the Mandatory Opening Date; you abandon the Studio or lose possession of the Site; you or your Owners, officers or directors engage in activity or are convicted of a crime that may have an adverse effect on your Studio or the Marks; a lender forecloses a lien on a substantial and material portion of the Studio's assets; you or your owners improperly disclose, misuse, or misappropriate any confidential information or violate any competitive restrictions; you violate any material law and do not cure such violation within the time period prescribed by governmental authority; you fail to pay taxes; you, your Owners, or your affiliates commit three defaults within any 12 months under any agreements with us or our affiliates; you, your Owners, or your affiliates repeatedly fail to timely pay amounts owed to suppliers; you, your Owners, or your affiliates fail to cure a default under a loan or financing agreement; you fail to achieve Performance Standards for two consecutive years; we, our affiliates, or our vendors terminate any other franchise agreement or other agreement granted to you, your owners, or your affiliates; you or your parent makes an assignment for the benefit of creditors or become insolvent; or you, your Owners, or your affiliates fail to comply with any other provision of the Franchise Agreement or any

Provision	Section In Franchise Agreement	Summary
		other agreement with us, our affiliates, or our vendors and do not cure within 30 days after notice.
i. Franchisee's obligations on termination/non-renewal	Section 17	Obligations include, among others: you must cease operating the Studio; cease using the Marks and System; completely de-identify the business; cancel or transfer telephone number, post office boxes, domain names, social media accounts, and directory listings; pay all amounts due to us or our affiliates; return all Manuals and software and other proprietary materials; refund monies to members or assign membership agreements; cooperate with our option to purchase the Studio and our right to operate the Studio in the interim period; and comply with confidentiality requirements and post-term restrictive covenants.
j. Assignment of contract by franchisor	Section 10(a)	No restriction on our right to assign.
k. "Transfer" by franchisee - defined	Section 10(b)	Includes transfer of the Franchise Agreement, any interest in the Franchise Agreement, the license to use the System and the Marks, the Studio or substantially all of the assets of the Studio, or an interest in the ownership of or control of you (if you are an Entity).
l. Franchisor approval of transfer by franchisee	Section 10(b)	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 10(c)	Conditions include, among others: you must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release, pay a transfer fee, and continue to be bound by post-termination provisions. Transferee must meet our criteria, assume all obligations, pay an acceptable purchase price, successfully complete training, renovate or modernize the Studio and sign our then-current form of Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 10(e)	In the event of an offer from a third party to purchase your Studio or ownership interests, we have the option, within 30 days after receiving notice, to purchase the transferred interest on the same terms and conditions offered by the third party. We also have a right of first refusal to purchase your or your owner's interest upon death or disability.
o. Franchisor's option to purchase franchisee's business	Section 17(f)	Upon expiration or termination of the Franchise Agreement, we have the option to purchase the Studio from you, including the leasehold rights to the Site, for fair market value.
p. Death or disability of franchisee	Section 11	Upon death or disability, your (or your owner's) interest must be transferred to someone approved by us within a reasonable time (not to exceed 6 months). Such transfers are subject to the same terms and conditions as <u>inter vivos</u> transfers.

Provision	Section In Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	Section 14(b)	You and your Owners (as well as, upon our request, any member of your Owners' immediate families or households and your executives, officers, or directors) may not, directly or indirectly: (a) own, manage, engage in, be employed by, advise, make loans to, act as a lessor to, support (other than as a customer), or have any other interest in any Competitive Business; (b) interfere with our, our affiliate's, or any other Studio owner's relationships with vendors or suppliers; (c) direct, or attempt to direct, any business or customer of us, our affiliates, or any Studio to any competitor; or (d) do or perform any act injurious or prejudicial to the goodwill associated with the Marks and the System. A " Competitive Business " means (i) any business activity involving (x) an athletic or fitness center, health club, gymnasium, exercise or aerobics facility, (y) an indoor or outdoor boot camp style fitness program, or (z) one or more similar facilities or businesses offering health and fitness training to the public through access to classes, training personnel and/or fitness equipment; (ii) any Entity that grants franchises or licenses for any of the businesses described in numerette (i); or (iii) any business in which Confidential Information could be used to the disadvantage of us, our affiliates, or other ORANGETHEORY® franchisees
r. Non-competition covenants after the franchise is terminated or expires	Section 14(c)	Covenants include, among others: You and your Owners (as well as, upon our request, any member of your Owners' immediate families or households and your executives, officers, or directors) are prohibited, for a period of two years following expiration or termination of the Franchise Agreement, from (a) owning, managing, engaging in, being employed by, advising, making loans to, acting as a lessor to, otherwise supporting (other than as a customer), or having any other interest in any Competitive Business that is located within a 10-mile radius of the Studio or within a 10-mile radius of any other Studio in operation or under development on the date of termination or expiration of the Franchise Agreement; (b) interfere with our, our affiliate's, or any other Studio owner's relationships with vendors or suppliers; (c) directing, or attempting to direct, any business or customer of us, our affiliates, or any Studio to any competitor; or (d) performing any act injurious or prejudicial to the goodwill associated with the Marks.
s. Modification of the agreement	Section 19(b)	You must comply with Manuals as may be unilaterally amended. Franchise Agreement may not be modified unless mutually agreed to in writing.
t. Integration/ merger clause	Section 19(a)	Only the terms of the Franchise Agreement are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the disclosure document, its exhibits and amendments.

Provision	Section In Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Sections 21	All disputes must be submitted to binding arbitration under the rules of the American Arbitration Association, subject to applicable state laws.
v. Choice of forum	Section 21(a) and (e)	Arbitration proceedings will be held exclusively in the county of our headquarters (Palm Beach County, Florida). You must bring actions for injunctive relief in the state and federal courts with jurisdiction over Palm Beach County, Florida (subject to applicable state law). We may bring an action for injunctive relief in state or federal courts in Palm Beach County, Florida or any court in the state where you reside or your Studio is located. These provisions are subject to applicable state laws.
w. Choice of law	Section 21(f)	Subject to applicable state laws, the Federal Arbitration Act, and other federal laws, Florida law applies, without regard to Florida conflict-of-laws rules.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

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

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Our fiscal year ends on December 31st of each year. We do not operate any Studios. Our affiliates operate the “Affiliate-Owned Studios” described in this Item 20.

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

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

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

State	Year	Number of Transfers
Arkansas	2021	0
	2022	0
	2023	9
California	2021	4
	2022	1
	2023	0
Colorado	2021	1
	2022	0
	2023	0
Connecticut	2021	4
	2022	0
	2023	0
District of Columbia	2021	6
	2022	0
	2023	0
Florida	2021	4
	2022	6
	2023	4

State	Year	Number of Transfers
Georgia	2021	8
	2022	2
	2023	1
Idaho	2021	0
	2022	3
	2023	0
Illinois	2021	10
	2022	3
	2023	3
Indiana	2021	1
	2022	0
	2023	3
Iowa	2021	0
	2022	1
	2023	1
Kansas	2021	1
	2022	0
	2023	0
Louisiana	2021	0
	2022	1
	2023	0
Maine	2021	2
	2022	0
	2023	0
Maryland	2021	0
	2022	0
	2023	0
Massachusetts	2021	4
	2022	0
	2023	0
Mississippi	2021	0
	2022	2
	2023	0
Missouri	2021	0
	2022	6
	2023	1
Nevada	2021	9
	2022	0
	2023	0
New Hampshire	2021	5
	2022	0
	2023	0
New Jersey	2021	1
	2022	1
	2023	0

State	Year	Number of Transfers
New Mexico	2021	0
	2022	4
	2023	0
New York	2021	6
	2022	1
	2023	1
North Carolina	2021	9
	2022	0
	2023	0
North Dakota	2021	0
	2022	3
	2023	0
Ohio	2021	1
	2022	1
	2023	9
Oregon	2021	4
	2022	0
	2023	0
Pennsylvania	2021	2
	2022	0
	2023	0
South Carolina	2021	4
	2022	0
	2023	0
South Dakota	2021	0
	2022	1
	2023	0
Tennessee	2021	2
	2022	3
	2023	0
Texas	2021	2
	2022	2
	2023	0
Utah	2021	6
	2022	0
	2023	1
Vermont	2021	1
	2022	0
	2023	0
Virginia	2021	22
	2022	2
	2023	0
Washington	2021	22
	2022	0
	2023	0

State	Year	Number of Transfers
Wisconsin	2021	8
	2022	0
	2023	0
Total	2021	149
	2022	43
	2023	33

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

State	Year	Studios at Start of Year	Studios Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Studios at End of the Year
Alabama	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	1	13
Alaska	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Arizona	2021	37	0	0	0	0	0	37
	2022	37	0	0	0	0	2	35
	2023	35	0	0	0	0	0	35
Arkansas	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
California	2021	141	10	1	0	0	0	150
	2022	150	7	0	0	0	2	155
	2023	155	6	0	1	0	0	160
Colorado	2021	33	2	0	0	0	0	35
	2022	35	3	0	0	0	0	38
	2023	38	0	0	0	0	1	37
Connecticut	2021	14	0	0	0	0	0	14
	2022	14	2	0	0	0	0	16
	2023	16	1	0	0	0	0	17
Delaware	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	1	6
District of Columbia	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
Florida	2021	102	3	0	0	0	0	105
	2022	105	2	0	0	6	1	100
	2023	100	5	0	0	0	5	100

State	Year	Studios at Start of Year	Studios Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Studios at End of the Year
Georgia	2021	50	2	0	0	0	0	52
	2022	52	3	0	0	0	0	55
	2023	55	0	0	0	0	0	55
Hawaii	2021	4	0	1	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	2	0	0	0	1	4
Idaho	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Illinois	2021	60	0	0	0	0	0	60
	2022	60	2	0	0	0	0	62
	2023	62	5	0	0	0	1	66
Indiana	2021	17	3	0	0	0	0	20
	2022	20	0	0	0	0	0	20
	2023	20	1	0	0	0	0	21
Iowa	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	1	9
Kansas	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	1	9
	2023	9	1	0	0	0	0	10
Kentucky	2021	9	1	0	0	0	0	10
	2022	10	1	0	0	0	0	11
	2023	11	1	0	0	0	0	12
Louisiana	2021	11	1	0	0	0	0	12
	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	1	11
Maine	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Maryland	2021	14	1	0	0	0	0	15
	2022	15	2	0	0	0	0	17
	2023	17	1	0	0	0	0	18
Massachusetts	2021	34	1	0	0	0	0	35
	2022	35	1	0	0	0	0	36
	2023	36	0	0	0	0	2	34
Michigan	2021	22	0	0	0	0	0	22
	2022	22	1	0	0	0	0	23
	2023	23	3	0	0	0	0	26
Minnesota	2021	21	1	0	0	0	0	22
	2022	22	0	0	0	0	0	22
	2023	22	2	0	0	0	1	23

State	Year	Studios at Start of Year	Studios Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Studios at End of the Year
Mississippi	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
Missouri	2021	19	0	0	0	0	0	19
	2022	19	0	0	0	0	0	19
	2023	19	2	0	0	0	1	20
Montana	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Nebraska	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
Nevada	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
New Hampshire	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	1	8
New Jersey	2021	31	5	0	0	0	0	36
	2022	36	1	0	0	0	0	37
	2023	37	4	0	0	0	0	41
New Mexico	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
New York	2021	60	6	0	0	0	0	66
	2022	66	7	0	0	0	0	73
	2023	73	5	0	0	0	0	78
North Carolina	2021	32	1	0	0	0	0	33
	2022	33	2	0	0	0	0	35
	2023	35	2	0	0	0	1	36
North Dakota	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Ohio	2021	45	3	0	0	0	0	48
	2022	48	2	0	0	0	0	50
	2023	50	0	0	0	0	0	50
Oklahoma	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	1	0	0	0	0	9
Oregon	2021	20	1	0	0	0	0	21
	2022	21	1	0	0	0	0	22
	2023	22	0	0	0	0	0	22

State	Year	Studios at Start of Year	Studios Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Studios at End of the Year
Pennsylvania	2021	30	2	0	0	0	0	32
	2022	32	0	0	0	0	0	32
	2023	32	1	0	0	0	1	32
Rhode Island	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
South Carolina	2021	19	0	0	0	0	0	19
	2022	19	2	0	0	0	0	21
	2023	21	0	0	0	0	0	21
South Dakota	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Tennessee	2021	21	0	0	0	0	0	21
	2022	21	2	0	0	0	0	23
	2023	23	2	0	0	0	0	25
Texas	2021	118	4	0	0	0	0	122
	2022	122	3	0	0	0	0	125
	2023	125	3	0	0	0	2	126
Utah	2021	15	1	0	0	0	0	16
	2022	16	0	0	0	0	0	16
	2023	16	0	0	0	0	0	16
Vermont	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Virginia	2021	50	2	0	0	0	0	52
	2022	52	2	0	0	0	0	54
	2023	54	2	0	0	0	1	55
Washington	2021	31	2	0	0	0	0	33
	2022	33	1	0	0	0	1	33
	2023	33	0	0	0	0	0	33
Wisconsin	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	0	0	11
	2023	11	0	0	0	0	0	11
West Virginia	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
Wyoming	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Totals	2021	1197	52	2	0	0	0	1247
	2022	1247	47	0	0	6	7	1281
	2023	1281	53	0	1	0	22	1311

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

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

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

State	Franchise Agreement Signed But Studio Not Opened	Projected New Franchised Studios in the Next Fiscal Year (2024)	Projected New Affiliate-Owned Studios in the Next Fiscal Year (2024)
Alabama	1	0	0
Arizona	1	2	0
Arkansas	5	1	0
California	8	2	0
Colorado	5	1	0
Connecticut	0	1	0
District of Columbia	2	1	0
Florida	5	2	0
Georgia	1	0	0
Hawaii	2	0	0
Idaho	2	0	0
Illinois	7	1	0
Indiana	1	0	0
Iowa	1	0	0
Kentucky	1	1	0
Louisiana	1	0	0
Maine	1	0	0
Maryland	5	0	0
Massachusetts	1	2	0
Michigan	5	2	0
Minnesota	5	0	0
Mississippi	0	0	0

State	Franchise Agreement Signed But Studio Not Opened	Projected New Franchised Studios in the Next Fiscal Year (2024)	Projected New Affiliate-Owned Studios in the Next Fiscal Year (2024)
Missouri	3	0	0
Nevada	2	3	0
New Hampshire	1	0	0
New Jersey	4	2	0
New Mexico	0	0	0
New York	12	6	0
North Carolina	4	0	0
North Dakota	1	0	0
Ohio	4	1	0
Oklahoma	3	3	0
Oregon	1	0	0
Pennsylvania	1	0	0
Rhode Island	1	0	0
South Carolina	1	0	0
Tennessee	0	1	0
Texas	9	0	0
Utah	6	1	0
Virginia	3	2	0
Washington	4	0	0
Wisconsin	2	0	0
Wyoming	2	0	0
TOTALS	124	35	0

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

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

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

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

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

We have established the FAC for the purpose of advising us on issues related to advertising and marketing, operations, and other matters. The e-mail address of the FAC is fac@orangetheory.com. The FAC does not maintain a telephone number, mailing address, or website.

There are no other franchisee organizations sponsored or endorsed by us. One independent franchisee association has asked to be included in this Disclosure Document: Team Orange Independent Franchise Council, Inc., c/o Dady & Gardner, P.A., 5100 IDS Center, 80 South Eighth Street, Minneapolis, Minnesota 55402, email: otfffc@gmail.com.

ITEM 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit C is our audited financial statements as of and for the fiscal years ended December 31, 2023, December 31, 2022, and December 31, 2021.

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

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

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

ITEM 22

CONTRACTS

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

1. Franchise Agreement (with attachments) Exhibit B
Appendix B – Guaranty of Performance
Appendix C – Nondisclosure and Noncompetition Agreements
Appendix D – Lease Addendum

2. State Specific Addenda
3. Franchise Compliance Certification

Exhibit E
Exhibit H

ITEM 23

RECEIPTS

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

OTF Franchisor, LLC
6000 Broken Sound Parkway NW, Suite 200
Boca Raton, Florida 33487
Attn: Legal Department
(954) 530-6903

EXHIBIT A TO THE DISCLOSURE DOCUMENT

STATE AGENCIES AND ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

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

Our registered agent in the State of Delaware is:

The Corporation Trust Company
Corporation Trust Center
1209 Orange St.
Wilmington, DE 19801

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

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

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

EXHIBIT B TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT



OTF FRANCHISOR, LLC
FRANCHISE AGREEMENT

Effective Date

Franchisee Name

Studio Number

Address of Studio:

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APPENDIX A – Franchisee-Specific Terms

Schedule 1 to Appendix A – Studio Detail Schedule

Schedule 2 to Appendix A – Territory Map

APPENDIX B – Guaranty of Performance

APPENDIX C – Nondisclosure and Noncompetition Agreements

APPENDIX D – Lease Addendum (Current Form)

ORANGETHEORY® FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“**Agreement**”) is made and entered into as of the date set forth on Appendix A of this Agreement (the “**Effective Date**”) (Appendix A and all appendices and schedules attached to this Agreement are hereby incorporated by this reference) by and between **OTF FRANCHISOR, LLC**, a Delaware limited liability company whose principal business address is 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 (“**we**,” “**us**,” “**our**” or “**Franchisor**”), and the person or Entity identified on Appendix A as the franchisee (“**you**,” “**your**” or “**Franchisee**”).

A. We and our Affiliates have developed valuable and proprietary business formats and systems (collectively, the “**System**”) used in developing and operating health and fitness studios that operate under the ORANGETHEORY® mark (“**Studios**”).

B. The distinguishing characteristics of the System include, but are not limited to, our Studio designs, layouts, and identification schemes (collectively, the “**Trade Dress**”), our specifications for equipment, inventory, and accessories; our website or series of websites for the promotion of the brand and the Studios (the “**System Website**”); our relationships with vendors; our software and computer programs; our online booking system; our reservation procedures; any fitness programs and classes that we have developed or may develop; the accumulated experience reflected in our training program, operating procedures, customer service standards methods, and marketing techniques; and the mandatory and suggested policies, procedures, standards, specifications, rules, and requirements (“**System Standards**”) set out in our operations manuals (“**Manuals**”) and otherwise in writing. We may change, improve, add to, and further develop the elements of the System from time to time.

C. We identify the Studios operating under the System by means of the trade and service marks “ORANGETHEORY®”, “OT FIT®”, “OTF®” and certain other trademarks, service marks, trade names, signs, associated designs, artwork, and logos set forth on Appendix B (collectively, the “**Marks**”). We may designate for your use other trade names, service marks, and trademarks as Marks from time to time. These marks will also be included in the term the “Marks.”

D. We may have engaged an area representative to provide certain services to you under this Agreement pursuant to an Area Representative Agreement. If an area representative will be providing you with services as of the Effective Date, the area representative will be listed on Appendix A (the “**Area Representative**”). We may, without your consent, appoint an Area Representative or a substitute for the Area Representative at any time.

E. As used in this Agreement, “**Affiliate**” as used with respect to you or us, means any corporation, limited liability company, partnership, or other form of entity (“**Entity**”) directly or indirectly owned or controlled by, under common control with, or owning or controlling, you or us (as applicable). “**Parent**” refers to any Entity that directly or indirectly controls you. “**Owner**” refers to a person or Entity that has a legal or beneficial interest in you. For purposes of these definitions, “**control**” of a person means ownership or control of a majority of the voting ownership of the person or any combination of voting ownership and/or one or more agreements that together afford control of the management and policies of such person. We refer to you, your Owners, and/or your Affiliates individually or collectively as the “**Franchisee Parties**.”

F. We franchise others the right to establish and operate one or more Studios within defined territories. You have applied for a franchise to own and operate a single Studio at a location that you select and we approve, and we wish to grant you such a franchise on the terms and conditions contained in this Agreement.

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

1. GRANT OF FRANCHISE

(a) **Rights Granted.** On the terms and conditions of this Agreement, we grant to you a franchise to operate one Studio using the System and the Marks (the “**Franchise**”) at the site identified in Schedule 1 to Appendix A (the “**Site**”). If the Site has not been determined as of the Effective Date, it will be (i) located within the site selection area set forth on Appendix A (the “**Site Selection Area**”), (ii) determined in accordance with Section 3(a) (Site Selection), and (iii) subsequently listed on the Studio detail schedule that is attached as Schedule 1 to Appendix A (the “**Studio Detail Schedule**”). You hereby accept the Franchise and agree to operate the Studio according to the provisions of this Agreement for the entire Term, as defined in Section 2(a) (Term).

(b) **Location.** You may not operate the Studio from any location other than the Site without our prior written consent.

(c) **Determination of the Territory.** Once the Site has been determined in accordance with Section 3(a) (Site Selection), we will, in our sole discretion, designate an area as your protected territory (the “**Territory**”) based on the factors that we deem relevant, which might include demographics, the character of the Site, and nearby businesses and residences. You do not have any territorial protection in your Site Selection Area or Territory, unless and until (i) you have acquired the Site that we have accepted and (ii) we and you both execute the Studio Detail Schedule that defines the Territory. Once the Studio Detail Schedule has been signed by both parties, you will have no territorial or other rights in those portions of the Site Selection Area that are outside the Territory.

(d) **Territorial Rights.** Subject to the exceptions listed in this Section 1(d), our reservation of rights described in Section 1(e) (Reservation of Rights), and your compliance with this Agreement, during the Term, we and our Affiliates will not ourselves operate or authorize others to operate a Studio identified by the Marks the physical premises of which are located within your Territory. However, notwithstanding the foregoing, we may operate and authorize others to operate Studios located in private businesses, governmental institutions, or other limited access facilities within your Territory (“**Limited Access Locations**”), provided that, if such Studios operate under the Marks, access to those Studios shall be limited to owners, employees, members, transient guests, students, or residents of such businesses, institutions, or facilities. Limited Access Locations include (i) hotels, motels, resorts, casinos, or similar operations, (ii) hospitals and other health care facilities, (iii) universities, schools, and education facilities, (iv) military bases, (v) office buildings and business complexes, (vi) condominiums, apartment buildings, and dormitories, (vii) private clubs, and (viii) other similar facilities that are not accessible or made available to the public generally.

(e) **Reservation of Rights.** We reserve all rights not expressly granted to you in this Agreement, as well as the right to do all things that we do not expressly agree in this Agreement

not to do. Without limitation and without regard to proximity to the Studio, we and our Affiliates reserve the right, on such terms and conditions as we deem appropriate, ourselves or through authorized third parties (including our Affiliates), to:

(i) establish or license franchises and/or company-owned fitness studios or businesses offering similar or identical products, services, classes, and programs and using the System or elements of the System (i) under the Marks anywhere outside of the Territory or (ii) under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Territory;

(ii) develop or become associated with other concepts (including other franchise systems), whether or not using the System and/or the Marks, and/or award franchises under such other concepts for locations anywhere;

(iii) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not) with units located anywhere and, even if such businesses are located in the Territory, (i) convert the other businesses to the ORANGETHEORY® brand and Marks and to allow them to operate as part of the System, (ii) permit the other businesses to continue to operate under another name, and/or (iii) permit the businesses to operate under another name and convert existing Studios to such other name. Such transactions are expressly permitted under this Agreement, and you agree to participate at your expense in any such conversion as may be required by us and to waive any claims, demands or damages arising from or related to the loss of our name, the Marks (or any variation thereof) and the System and/or the loss of association with or identification of ORANGETHEORY® under this Agreement;

(iv) advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside of the Territory; or

(v) manufacture, distribute, market, ship, sell and provide products and services, including coaching services, identified by the Marks or other trademarks, service marks, commercial symbols or emblems to customers located in the Territory through any alternative distribution channels (other than Studios located in the Territory), including through catalogs, mail order, retail stores or kiosks, e-commerce, applications, online videos, recorded media, or broadcast media, regardless of proximity to the Studio without compensation to you.

(f) Performance Standards. You must meet certain minimum performance levels during the Term of this Agreement (the "**Performance Standards**"). Your Performance Standards in the Territory are as follows for the following time periods during the Term:

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

"Gross Sales" is defined in Section 5(b)(ii) (Definition of Gross Sales). "Year 1" begins on the date on which the Studio first opens for member workouts of any kind under this Agreement, regardless of the date on which the Studio's "grand opening" occurs (the "**Actual Opening Date**"), and ends on the day before the first anniversary of the Actual Opening Date. Each subsequent

year begins on the anniversary of the Actual Opening Date and ends on the day before the next anniversary of the Actual Opening Date. If you do not achieve the Performance Standards during any year, then you must (i) pay to us the difference between the Royalties actually paid and the Royalties that would have been paid had you achieved the Performance Standards and (ii) develop and implement a business plan that we must approve in writing to improve performance. If you do not achieve the Performance Standards in two consecutive years, it shall be an Event of Default, entitling us to exercise any of the remedies specified in Section 17(c) (Our Remedies After An Event of Default).

(g) Entity. If you are an Entity, you agree and represent that:

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

(ii) your organizational or governing documents will recite that the issuance and transfer of any Ownership Interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing Ownership Interests in you will bear a legend referring to the restrictions of this Agreement. **“Ownership Interest”** means: (a) in relation to a corporation, shares of capital stock or other equity interests in the corporation; (b) in relation to a limited liability company, membership interests or other equity interests in the limited liability company; (c) in relation to a partnership, a general or limited partnership interest; or (d) in relation to a trust, the ownership of the beneficial interest of such trust;

(iii) Appendix A will completely and accurately describe all of your Owners and their interests in you;

(iv) you and your Owners agree to revise the information in Appendix A as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation or your Owners as we may request (no ownership changes may be made without our approval);

(v) each of your Owners owning, directly or indirectly, at any time during the Term of this Agreement, 15% or more of the legal or beneficial interests in the Entity must sign and deliver to us our standard form of Owner’s Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us. We may require, in our sole discretion, Owners with less than a 15% legal or beneficial interest in the Entity or spouses of Owners to also sign the Owner’s Guaranty. A copy of our current form of Owner’s Guaranty is attached as Appendix B. All Owners that do not sign an Owner’s Guaranty and, in our sole discretion, spouses of such Owners will be required to sign a nondisclosure and noncompetition agreement in substantially the form attached as Appendix C;

(vi) you will designate a single non-Entity Owner to serve as the **“Managing Owner,”** with the responsibility of supervising the daily operations of the Studio and the power to bind you in their dealings with us. We have the right to approve the Managing Owner, and you will promptly inform us of any proposed changes to the Managing Owner. We may, in our sole discretion permit you to appoint an individual who is not an Owner to serve in the role of Managing Owner; and

(vii) at our request, you will furnish true and correct copies of all documents and contracts governing the operation of your Entity and the rights, obligations, and powers of your Owners and agents (including the (a) articles of incorporation or organization, (b) partnership, operating or shareholder agreements, (c) bylaws, and (d) resolutions or similar authorizations for the Entity and any Parents).

2. TERM AND SUCCESSOR FRANCHISE

(a) **Term.** The initial term of the Franchise (the “**Term**”) begins on the Effective Date and ends on the Expiration Date, unless sooner terminated in accordance with the terms of this Agreement. The Expiration Date shall be 10 years from the Effective Date, unless the Parties mutually agree in the Studio Detail Schedule to a longer term (which is intended to be no longer than 11 years from the Effective Date) to better align the Term with the lease term set forth in the Site Agreement (as defined below). We will not be obligated to agree to extend the Expiration Date past 10 years from the Effective Date.

(b) **Successor Franchise.** Upon the expiration of the Term, if you comply with the terms of this Section 2(b), you will have the right to acquire a successor Franchise (a “**Successor Franchise**”) to operate the Studio at the Site or such substitute Site, as described in clause (vi) below, for one additional consecutive ten-year term (the “**Successor Term**”), if:

(i) you give us written notice of your election to acquire a Successor Franchise at least six, but no more than 12, months prior to the expiration of the Term;

(ii) all of the Franchisee Parties have fully complied with this Agreement and all other agreements between any of the Franchisee Parties, on one hand, and us, our Affiliates, and/or our approved vendors, on the other hand, related to this Studio or any other Studios or ORANGETHEORY® businesses (collectively, the “**Related Agreements**”), including having (a) timely paid all amounts due under such agreements, (b) not received more than one default notice under such agreements, and (c) not received more than three failed inspection reports relating to our System Standards;

(iii) at the time you provide written notice of your intent to enter into a Successor Term and at the expiration of the Term, all of the Franchisee Parties are in full compliance with this Agreement and all Related Agreements, including (i) operating all Studios in compliance with all System Standards and (ii) being current (i.e., not delinquent) with respect to all fees or payments due;

(iv) the Franchisee Parties have no pending or threatened litigation or disputes with us, our Affiliates, or our approved vendors;

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

(vi) you either (a) secure the right from your landlord to continue operating the Studio at the Site for the remainder of the Successor Term and agree to remodel the Studio, add or replace improvements, equipment, fixtures, furnishings, and signs, and otherwise modify the Studio as we require to bring it into compliance with the System Standards then applicable for new Studios; or (b) if you are unable to maintain possession of the Site, or if, in our reasonable judgment based on changed market and economic

conditions then in effect in your local market, the Studio should be relocated, you: (x) secure a substitute Site we approve; (y) develop the substitute Site in compliance with specifications and standards then applicable for new Studios; and (z) continue to operate the Studio at the original Site as is reasonable until operations are transferred to the substitute Site. If we require you to relocate the Studio, we will not require you to relocate the Studio until the then-current term of the lease or sublease for your Studio expires (if this Agreement expires before your then-current lease term expires), but you must begin preparing to relocate the Studio to a new location before the then-current term of your lease or sublease expires in order to minimize as reasonably as practicable the time period during which you do not have a Studio open for business;

(vii) you pay us a Successor Franchise fee equal to 50% of the standard initial franchise fee that we then are charging to new Studio franchisees;

(viii) you and your Owners (as applicable) must execute and return to us the successor Franchise Agreement, Owner's Guaranty, and ancillary agreements we provide to you to govern your ownership and operation of the Studio during the Successor Term (the "**Successor Agreements**"). The Successor Agreements will be based on the forms of agreements we are then using to grant Franchises, the terms of which may be materially different those of this Agreement, including potentially requiring higher or new fees, changing your rights and obligations, and modifying the protected rights you will be granted in the Territory. The Successor Agreements will be modified as we deem necessary and appropriate to reflect changes we deem appropriate for such Successor Term, including (a) that the Studio is a developed and operating business, (b) that you are paying a Successor Franchise fee in lieu of an initial franchise fee, (c) any changes to the description of the Territory (which may make it smaller or larger), as we deem appropriate to reflect changes in demographics, competitive positioning, and our territorial policies since the Studio was originally developed, and (d) that you will have no further renewal or extension rights;

(ix) you and your Owners must also execute and deliver to us general releases, to the extent permitted by any applicable federal, state or local laws, rules, regulations or ordinances ("**Applicable Laws**"), in a form prescribed by us, of any and all claims against us and our Affiliates, and our and their respective owners, officers, directors, employees, agents, successors and assigns; and

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

(c) **Failure to Comply.** If you (i) provide us with written notice that you do not intend to acquire a Successor Franchise, (ii) fail to give us your notice of your intent to acquire a Successor Franchise during the period specified in Section 2(b)(i), or (iii) if you and your Owners fail to sign and deliver to us the Successor Agreements and general releases within 30 days after delivery of such documents to you, we will interpret that to be your election not to acquire a Successor Franchise, and we may take action in reliance on that election. If we, in our reasonable discretion, determine you are ineligible to acquire a Successor Franchise because you have not complied, or cannot comply, with Section 2(b) (Successor Franchise), we will provide you with written notice advising you of (x) our determination that we will not grant you a Successor Franchise and the reasons for not doing so or (y) any deficiencies which must be corrected by

you, or additional conditions that you must comply with, before we will grant you a Successor Franchise.

(d) Interim Period. If (i) we have not provided you with written notice that you will not be eligible to obtain a Successor Franchise, (ii) you and your Owners do not sign and return the Successor Agreements and comply with each of the provisions set forth in Section 2(b) prior to the expiration of this Agreement, and (iii) you continue to operate the Studio and accept the benefits of this Agreement after the expiration of this Agreement, then, at our option, this Agreement may be treated either as (x) expired as of the date of the expiration of the Term, with you then operating without any authorization to do so, in violation of our rights; or (y) continued on a month-to-month basis (the “**Interim Period**”) until one party provides the other with written notice of such party’s intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after the other party’s receipt of the notice to terminate the Interim Period. The Interim Period shall be considered part of the Term. However, if you enter into a Successor Term, the Successor Term will be deemed to have begun upon expiration of the Initial Term, rather than the Interim Period. If we allow for an Interim Period, all of your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired and all obligations and restrictions imposed on you upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period. However, beginning on the 30th day of the Interim Period, the monthly Royalty (as defined in Section 5(b)) shall increase to 10% of your Studio’s Gross Sales during each week that you fail to enter into a Successor Term until (A) you comply with the conditions necessary to acquire a Successor Franchise (including execution of the Successor Agreements and a general release and payment of the Successor Franchise fee) or (B) this Agreement is terminated. By accepting any increased Royalties, we do not waive any of the rights and remedies under this Agreement, including the right to terminate this Agreement.

3. YOUR OBLIGATIONS TO DEVELOP THE STUDIO

You have the following obligations with respect to locating the Site and developing and opening your Studio:

(a) Site Selection.

(i) Site Proposal. If you have not yet located an approved Site as of the Effective Date, then promptly after the Effective Date, you must deliver to us for our review a complete site proposal and other materials and information we request for a suitable site within the Site Selection Area. We will furnish to you site selection guidelines, site selection counseling and assistance, and such on-site evaluation(s) as we consider necessary and appropriate as part of our evaluation of your request for acceptance of the proposed site. Your proposed site (i) must meet our then-current site selection criteria for Studios and (ii) must be available for lease or purchase in time for you to acquire, develop, and open the Studio by the deadlines specified in this Section 3. You will have the exclusive right to locate a site for a Studio within the Site Selection Area.

(ii) On-Site Evaluation. If we determine that on-site evaluation is necessary (on our own initiative or at your request), we will provide such on-site evaluation at our expense, unless we determine that such on-site evaluations (at the same or any other location) are or become excessive, in which case we may require you to reimburse us for all reasonable costs and expenses incurred by us in relation to each such evaluation, including the cost of travel, lodging, and meals for our employees and agents. We will not provide on-site evaluation for any proposed site prior to our receipt of all information and materials required

by this Section 3(a). You are limited initially to two site proposals; however, if we do not accept one of those initial proposed sites, you will have the ability at that time to provide an additional site proposal for a different site located within your Site Selection Area.

(iii) Analysis of Site Selection Area. At our option, we may require you to purchase a demographic analysis and/or map for your Site Selection Area. The demographic analysis will contain demographic statistics and other factors determined by us from time to time.

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

(v) Site Acceptance Deadline. Subject to your obligation to develop and open the Studio on or before the Opening Deadline, you must obtain our written acceptance of a proposed site within four months after the Effective Date, unless a different site acceptance deadline is identified in Appendix A (the “**Site Acceptance Deadline**”). We will use our reasonable efforts to review and accept or reject a site you propose within 15 days after receiving the complete site proposal and other materials we request. We will not unreasonably withhold our acceptance of a site that meets our then-current internal criteria, including the site's proximity to both boundaries of the Site Selection Area and to other existing or proposed Studios located outside the Site Selection Area boundaries. If we do not accept the proposed site within such 15-day period, the proposed site is deemed rejected. A site is not accepted until you have received our acceptance in writing.

(vi) No Warranty. You acknowledge and agree that our acceptance or proposal of a proposed site is not a warranty or representation, express or implied, as to the potential success or profitability of your Studio. While we may provide assistance and guidance, it is solely your responsibility to select a suitable site for the Studio. Our recommendation or acceptance of a Site indicates only that we believe the Site meets our then-current criteria. We are not responsible if the Site we recommend or accept fails to meet your expectations. Your acceptance of the Site is based on your own independent investigation of, or agreement in the future to investigate, the Site's suitability.

(b) Site Acquisition.

(i) Obtain Approval. You must present to us for our review and approval, which we will not unreasonably withhold, each letter of intent, lease, sublease, or purchase agreement (and any renewals and amendments thereof) that will govern your acquisition, occupancy and/or lawful possession of the Site (collectively, “**Site Agreements**”) at least 30 days before you intend to sign it. We may (but have no obligation to) provide you guidance or assistance relating to the Site Agreement and its negotiation. You may not sign any Site Agreement unless it contains the terms that we require in accordance with this Section and until you have received a written "Certificate of Site Agreement Approval" from us. If we have not approved a Site Agreement in writing within 10 Business Days after we receive a complete clean copy of the Site Agreement from you (containing all

negotiated terms and in signature-ready form), then it will be deemed disapproved. A “**Business Day**” means any day other than Saturday, Sunday or a legal United States holiday.

(ii) Lease Requirements. Any LOI, lease or sublease must include the approval by the landlord for you to have a kiosk or table placed outside the Studio for a period of 12 to 16 weeks prior to opening (or such other period as may be prescribed by us in the Manuals) for presales activities, including gift card sales, or, in the alternative, the ability to rent space adjacent to the Site for the purpose of conducting such activities during the 12 to 16-week period prior to opening the Studio. If the landlord does not agree to these terms, we may reject the proposed Site or allow you to submit to us for review and approval a presales marketing plan which outlines in detail the process you will follow for presales of memberships and sales of gift cards during such 12 to 16-week period. In addition, the lease or sublease must either (i) include our then-current form of lease addendum (our current form is attached as Appendix D), or (ii) provide in the body of the lease or sublease, as applicable, the terms and conditions found in our then-current standard form of lease addendum.

(iii) Purchased Sites. If you or your Affiliate will own the premises for your Studio, you agree to sign an Agreement to Lease, in a form acceptable to us, which requires you or your Affiliate, at our option, to lease the Site to us or our designee upon any expiration or termination of this Agreement at a fair market rent for a minimum of ten years.

(iv) No Warranty. You acknowledge and agree that our guidance and assistance (if we choose to provide it) and approval of any Site Agreement do not constitute a warranty or representation, express or implied, as to the potential success or profitability of your Studio to be operated at the Site or of the suitability of the terms of the Site Agreement for your business purposes.

(v) Site Acquisition Deadline. You must acquire the site that we have accepted and deliver to us a signed copy of the Site Agreement that we have approved within six months from the Effective Date of this Agreement, unless a different site acquisition deadline is specified in Appendix A (the “**Site Acquisition Deadline**”).

(vi) Studio Detail Schedule. After we have received the executed Site Agreement, we will insert a description of the Site, a description of the Territory, and the Expiration Date of this Agreement on the Studio Detail Schedule. You must sign and deliver to us a copy of the Studio Detail Schedule within 30 days of your receipt of the Studio Detail Schedule or we will have the right to terminate this Agreement upon written notice to you. You may not begin the construction of your Studio until we have received a signed copy of the Studio Detail Schedule.

(vii) Modifications to Site Agreements. You may not terminate, modify, amend or extend a Site Agreement without first obtaining our prior written consent, which shall not be unreasonable withheld. If we have not approved a modification or extension of a Site Agreement in writing within 10 Business Days after we receive a complete clean copy of such agreement from you (containing all negotiated terms and in signature-ready form), then it will be deemed disapproved. You must promptly provide us with copies of all proposed terminations, modifications, amendments, or extensions of any Site Agreements

at least 30 days before you intend to execute them and, if approved by us, must provide us with true and correct copies of such signed agreements.

(c) Development of Studio. It is your responsibility to prepare all required construction plans and specifications for the Studio only in accordance with our approved plans and specifications, and to make sure that these plans and specifications comply with the Americans with Disabilities Act (the "**ADA**") and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. We may require you to use architects and contractors designated or approved by us. You must send us initial space plans for our approval when you submit your site proposal. Once we approve the initial space plans in writing, you must provide us with complete space plans, architectural drawings, construction plans and specifications for review and receive our written approval of them before you begin construction of the Studio. You must also send us all revised plans and specifications, including any additions or substitutions, for our review and written approval of them as we determine necessary or appropriate, in our sole discretion. You may not begin construction of your Studio without a written certification from us that the final plans and specifications have been approved. Upon completion of construction, you must provide us with "as built" plans for your Studio. We may inspect the Site while you are developing the Studio. Any review of your construction plans and specifications will be limited to ensuring your compliance with our design and other requirements for Studios. We will not assess your compliance with Applicable Laws related to the development or construction of your Studio, which is solely your responsibility. Any changes that you make to the space plans, architectural drawings, construction plans or specifications to comply with Applicable Laws must be provided to us for our prior review and written approval (including via e-mail).

(d) Presale of Memberships. No memberships may be sold unless and until (i) we notify you that we have activated your designated online account that allows you to manage and track memberships, sales, and presales for your Studio (the "**Management Account**") and authorize you in writing to sell memberships to the public; (ii) you (or your Managing Owner) and the Studio's lead trainer and Studio manager have completed to our satisfaction the Presales Training described in Section 4(a)(ii) (Initial Presales Training Program); and (iii) you have secured all financing and permits necessary to develop, build and fully equip the Studio. You must commence presales activities 12 to 16 weeks prior to opening your Studio (or such other period as may be prescribed by us in the Manuals) and achieve a minimum of 250 presale memberships during such period. All presales activities must comply with the standards and specifications described in the Manuals or otherwise in writing by us. You must also comply with and certify to us in writing that you have obtained all necessary bonds and otherwise have complied, and will comply, with all Applicable Laws relating to your presale of memberships. If you fail to do so, in addition to our other rights and remedies, you will not be authorized to begin offering or selling memberships for the Studio.

(e) Opening. You must open and begin operating the Studio (as evidenced by you conducting classes in the Studio that are attended by paying customers) within 12 months from the Effective Date of this Agreement, unless a different site acquisition deadline is specified in Appendix A (the "**Opening Deadline**"). You may not open and begin operating the Studio until you have obtained our written consent to do so. We will not unreasonably withhold our consent for the opening of the Studio, provided you have (1) requested in writing our approval to open the Studio at least 30 days' prior written notice of the Studio's planned opening date and provided us with written notice of when the Studio is ready for inspection, (2) complied in all material respects with all applicable provisions of this Agreement relating to the development of your Studio, and (3) have satisfied the following conditions:

(i) You have secured all financing you require to develop and operate the Studio;

(ii) You have purchased or lease and installed all required equipment, including components of the Technology System (as defined in Section 6(j) (Technology System)) and fixtures, furnishings, and signs for the Studio according to the requirements in Sections 6(f) (Products, Supplies, Operating Assets, and Services);

(iii) You have purchased an opening inventory of required, authorized, and approved products, materials, and supplies;

(iv) You have achieved a minimum of 250 presale memberships.

(v) We have inspected and approved the Studio as having been developed in accordance with our specifications and standards and our approved plans, Trade Dress and specifications. As an alternative, or in addition, to our physical inspection of the Studio, we may require you to send us video tapes and/or photographs of the Studio. Our inspection and approval are limited to ensuring your compliance with our standards and specifications, although our approval is not a representation that the Studio complies with our standards and specifications or a waiver of our right to enforce any provision of this Agreement. Our inspection and approval are not designed to assess compliance with Applicable Laws, including the ADA, as compliance with such laws is your responsibility;

(vi) You (or your Managing Owner) and the Studio's lead trainer and the studio manager have completed the pre-opening training described in Section 4 (Training and Guidance) to our satisfaction;

(vii) You have satisfied all bonding, licensing, and other legal requirements for the lawful operation of your Studio, including by ensuring that your planned membership offerings following the Studio's opening and your forms of membership agreement comply with Applicable Laws, and you have delivered to us copies of all business registrations, permits and approvals for your Studio required by Applicable Laws, including the certificate of occupancy;

(viii) All amounts due to us and/or our Affiliates have been paid;

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

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

(f) Presale/Grand Opening Program. You agree to conduct a presale/grand opening advertising and promotional program for the Studio and to spend at least \$30,000, as determined by us in our sole discretion, for such purpose. The presale/grand opening program must be conducted during the period that is 12 to 16 weeks before and 30 days following the opening of your Studio to the public (or such other period as may be prescribed by us in the Manuals). Such advertising and promotion will utilize the marketing and public relations programs and media and advertising materials we have developed or approved, including a variety of meetings with potential members and participation in local events to promote your Studio. Amounts that you

spend for participation in any Presales Training are in addition to, and do not count toward, the amount that you must spend for the presale/grand opening program for your Studio.

(g) Initial Inventory. Prior to opening your Studio, you must purchase an initial inventory of branded "ORANGETHEORY®" merchandise, including clothing and other consumer products that we determine from time to time to be appropriate for retail sale at the Studio or for use in approved promotions ("**Branded Products**") from us, our Affiliates, or our designated vendors. We may specify the type and quantity of items that you must purchase for your pre-opening inventory.

4. TRAINING AND GUIDANCE

(a) Initial Training.

(i) Initial Training Program. We will furnish at our corporate headquarters and/or a designated training facility an initial training program on the operation of a Studio (the "**Initial Training Program**") for all Owners who sign this Agreement (including your Managing Owner, who must be a signatory on this Agreement). If there is room in the training class and all individuals who have signed this Agreement have been trained, we may allow up to two additional people, such as your Studio manager and/or your lead trainer, to attend training for portions of the Initial Training Program related to Studio management and operations. We will train up to three trainees at no charge, and we may charge a reasonable fee for each additional trainee, including repeat or replacement trainees.

(ii) Initial Presales Training Program. If this Agreement relates to your first Studio, you, along with all Owners and employees of the Studio, must successfully complete our initial presales training program ("**Presales Training**") to our satisfaction before your Studio begins selling memberships in presales. If this Agreement relates to a second or subsequent Studio, we may require you to complete our Presales Training in our sole discretion. We or our representatives will provide Presales Training for a fee of \$4,900, plus the travel and living expenses of our representatives. The Presales Training fee is subject to change. Our current Presales Training program lasts three days and may be conducted at your Studio, the site of your presales, or a Studio that we or our representative designates.

(iii) Studio Launch Training. We or our representative will also provide sales and operations training and OTFit certification training (collectively, "**Studio Launch Training**") at no charge for up to eight fitness coaches and four sales associates. Such training will include online modules in addition to on-site training at your Studio. Your fitness coaches must successfully complete the OTFit certification training to become certified as a group fitness coach in order to participate as a group fitness coach at your Studio. We may charge a reasonable fee for additional trainees (in excess of the original eight fitness coaches and four sales associates), including replacement and repeat trainees.

(iv) Completion of Training. Before you sell any memberships (including through presale), advertise the Studio, or open the Studio to the public: (i) you (or your Managing Owner) must complete our Initial Training Program and Presales Training Program to our satisfaction and (ii) your lead trainer and Studio manager must complete the training program(s) that we require for such positions (which may include abbreviated

portions of the Initial Training Program that we provide to franchise owners and the Presales Training Program).

(b) Lead Trainer. You must replace any lead trainer who does not satisfactorily complete a training program, and a new lead trainer must satisfactorily complete a training program conducted by us at our designated training facility before they begin their employment duties. You must pay our then-current fee for any additional training that we provide.

(c) Employee Training. You must implement a training program for all your employees using training standards and procedures we prescribe and staff the Studio at all times with a sufficient number of trained employees, including at least one Studio manager who has satisfactorily completed our Initial Training Program.

(d) Manuals and System Standards. We will provide you access during the Term to one set of our Manuals, which include our business policies, System Standards, and information relating to your other obligations under this Agreement. The Manuals may be modified from time to time to reflect changes in System Standards, and we will communicate any required changes to you. Our master copy controls. You agree to keep your copy of the Manuals current and in a secure location at the Studio. If we provide you with online access to the Manuals, you will be responsible for periodically monitoring the site for any updates to the Manuals or System Standards and for protecting the confidentiality of any passwords and other digital identifications necessary to access the Manuals on such site. We are the sole owner of the copyright in and all other rights to the Manuals, and you may not reproduce or use them for any purpose other than in connection with your performance under this Agreement.

(e) Supplemental Training and Conferences. We may require you (or your Managing Owner), your Studio's lead trainer, and/or Studio manager to attend (and, in the case of training programs, successfully complete) any conferences or supplemental or refresher training programs that we choose to provide at locations that we designate, including our annual ORANGETHEORY® conference and our annual training summit. We may charge you a reasonable registration fees for each individual that attends or participates in a program or conference. If you own multiple Studios, we may permit, in our sole discretion, you (or your Managing Owner) and a designated manager and lead trainer from one of your Studios to attend such programs on behalf of all of your Studios, provided that you will be responsible for training all of your managers and other employees at all of your Studios on the subjects taught at the programs to ensure that all such Studios are operated in accordance with System Standards.

(f) Online Training. For any training programs that we conduct, we may supplement or replace portions of the in-person training with online training modules.

(g) Travel and Living Expenses. You will be responsible for the compensation, travel and living expenses of you, your Owners and your employees during any and all training, conferences, and programs.

5. FEES

(a) Franchise Fee. You must pay us an initial franchise fee in the amount specified in Appendix A (the "**Franchise Fee**") in a lump sum upon execution of this Agreement. This Franchise Fee is due, and fully earned by us, when you sign this Agreement. The Franchise Fee is not refundable.

(b) Royalty Fee.

(i) Amount of Royalty Fee. Beginning on the Effective Date, you must pay us a weekly royalty fee (the "**Royalty**") equal to 8% of your Studio's Gross Sales during each week.

(ii) Definition of Gross Sales. "**Gross Sales**" means the total gross revenue from the provision of all products and services sold or performed by or for you or the Studio in, at, from or away from the Studio, or through or by means of the Studio's business, whether from cash, check, credit card, debit card, barter or exchange, or other credit transactions, and irrespective of the collection thereof, and including the following: (a) membership fees, including initiation fees, enrollment fees, processing fees, paid-in-full dues, renewal fees, corporate/third party payor fees, monthly dues and any fees or revenue generated and derived during any presales; (b) fees and charges for optional services; (c) fees charged to non-members using the Studio's services; (d) revenue derived from merchandise and product sales and other Core Business Operations (as defined in Section 6(c)(ii) (Core Business Operations)) and any Ancillary Business Operations (as defined in Section 6(c)(iii) (Ancillary Business Operations)) that you or your Affiliate performs; (e) payments (for example, rent and license fees) that Contractors (as defined in Section 6(c)(ii)) make to you relating directly or indirectly to their performance of Ancillary Business Operations; and (f) payments you receive from an insurer to replace or compensate you for revenue lost as a result of an insured risk that interrupted the operation of your Studio. Notwithstanding the foregoing, the following amounts will be deducted from "**Gross Sales**": (i) sales taxes, use taxes, and other similar taxes added to the sales price and collected from the customer and paid to the appropriate taxing authority; and (ii) any bona fide refunds and credits that are actually provided to customers. For the avoidance of doubt, Gross Sales does not include rent, license fees and other fees that you or your Affiliate receives in return for authorizing an unrelated Contractor to operate an unrelated business (which is not part of the Core Business Operations or the Ancillary Business Operations) from part of the property on which the Studio is located (but not from the Studio itself), as long as the unrelated business has a separate street address and entrance that its customers must use and is not directly accessible from the Studio.

(c) Brand Fund Contribution. You agree to contribute to the Brand Fund such amounts that we prescribe from time to time (the "**Brand Fund Contributions**"), not to exceed 5% of your Gross Sales. The Brand Fund Contributions are payable monthly based on your Gross Sales during the previous month or as otherwise prescribed by us in the Manuals.

(d) Technology Fee. Beginning with the month that you set up your Management Account, you must pay us a monthly technology fee (the "**Technology Fee**") for certain products, services, licenses, and sublicenses related to the Technology System (as defined in Section 6(j) (Technology System)) that we specify and require you to acquire from us or our Affiliates for use in the operation of your Studio. We may change the Technology Fee, the payment due date, and the products, services, licenses, and sublicenses covered by the Technology Fee from time to time in the Manuals or otherwise in writing. In addition to the ongoing Technology Fee, you must pay us or a third-party vendor that we designate a \$575 initial set-up fee for your Management Account. The Technology Fee is in addition to the fees set forth in Section 5(e) (OTbeat Fee).

(e) OTbeat Fee. You must pay us or our Affiliate a one-time setup fee and a monthly fee (the "**OTbeat Fee**") for a license to use the proprietary heart rate monitoring system that we

or our Affiliate provide or make available to you, or other heart rate monitoring system and/or other technology we prescribe for use in connection with the operation of the Studio (the "OTbeat™ System"). We may change the amount, the payment due date, and the products, services, and licenses covered by such fees from time to time in the Manuals or otherwise in writing. Currently, these fees are for the software that supports the OTbeat™ System only, and they do not include the cost of the equipment or related components (such as straps and pods that members will use to connect to the OTbeat™ System during their workout), which you must purchase from our Affiliate or a vendor that we designate based on its then-current pricing.

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

(g) Payments of Fees. All fees are due to us at the times and in the manner that we specify from time to time in the Manuals or otherwise. Currently, (i) the Royalty for the immediately preceding week shall be paid to us on each Friday, (ii) the Brand Fund Contribution for the immediately preceding month shall be paid to us by the 15th day of each month, and (iii) the Technology Fee and OTbeat Fee shall be paid to us by the 20th day of each month. All other fees and payments due to us must be paid to us within ten days of your receipt of an invoice from us or as otherwise specified in the Manuals.

(h) Automatic Debit. You must sign and deliver to us the documents we periodically require to authorize us to debit your checking account automatically for the Royalty, Brand Fund Contributions, and other amounts due under this Agreement or any related agreement between us (or our Affiliates) and you at the dates specified in the Manuals or under such agreement. You agree to make the funds available for withdrawal by electronic transfer before each due date. If you fail to report the Studio's Gross Sales, we may debit your account for 150% of the last Royalty fee and Brand Fund Contribution that we debited. If the amounts that we debit from your account are less than the amounts you actually owe us (once we have determined the Studio's actual Gross Sales), we will debit your account for the balance, plus the amounts due under Sections 5(f) (Non-compliance Fee) and 5(i) (Interest on Delinquent Payments; Late Fees), on the day we specify. If the amounts that we debit from your account are greater than the amounts you actually owe us, we will credit the excess (without interest) against the amounts we otherwise would debit from your account during the following week. We may periodically change the mechanism for your payments of Royalties, Brand Fund Contributions and other amounts you owe to us and our Affiliates under this Agreement (including the timing and manner of payment).

(i) Interest on Delinquent Payments; Late Fees. If you fail to pay (or make available for withdrawal from your account) any amounts you owe us or our Affiliates, including amounts for Royalties and/or Brand Fund Contributions, whether such amounts are reflected as due on any report you submit to us or are subsequently determined by verification, examination or audit to have been due, you must pay us daily interest on the amount owed at the rate of 18% per annum or the highest rate permitted by applicable state law, whichever is less, calculated from the date such payment was due until it is received by us. In addition, you must pay us a late fee of \$100 for each week (or portion thereof) that any payment is delinquent or any report or item is not timely received. Late fees and interest charges are nonrefundable. This provision does not mean that we accept or condone late payments, nor does it indicate that we are willing to extend

credit to, or otherwise finance, the operation of your Franchise. Your failure to pay all amounts when due constitutes a default under this Agreement.

(j) Application of Payments; Right to Offset. Notwithstanding any designation you might make, we have sole discretion to apply any of your payments to any of your past due indebtedness to us. We may set off from any amounts that we may owe you any amount that you owe to us or our Affiliates, including, without limitation, (i) Royalties, (ii) Brand Fund Contributions, (iii) late payment penalties and late payment interest, (iv) amounts owed to us or our Affiliates for the purchase of goods or services, (v) amounts owed to us or our Affiliates under any Related Agreements, or (vi) for any other reason. Thus, payments that we make to you may be reduced, in our discretion, by amounts that you owe to us or our Affiliates from time to time. In particular, we may retain (or direct to our Affiliates) any amounts that we have received for your account as a credit and payment against any amounts that you may owe to us or our Affiliates at any time. We may do so without notice to you at any time. However, you do not have the right to offset payments owed to us for amounts purportedly due to you from us.

6. OPERATION OF THE STUDIO AND SYSTEM STANDARDS

(a) Compliance with System Standards and Applicable Laws.

(i) Responsibility. You alone are responsible for operating the Studio in full compliance with all Applicable Laws, System Standards, and Privacy Requirements (as defined in Section 6(a)(iv) (Privacy Requirements)), as each may be modified from time to time.

(ii) Applicable Laws. It is your sole and absolute obligation to research all Applicable Laws governing the operation of your Studio and to ensure that such operation does not violate any Applicable Laws. For example, there are various federal laws that could affect your business and that you must comply with such as the American with Disabilities Act, the CAN-SPAM Act, the Telephone Consumer Protection Act (“**TCPA**”), the Telemarketing Sales Rule, other federal and state anti-solicitation laws regulating marketing phone calls, and federal and state laws that regulate data security and privacy (including the use, storage, transmission, and disposal of data regardless of media type). You should investigate these laws to understand your potential legal obligations.

(iii) System Standards. Except as otherwise provided in this Agreement, System Standards may regulate any aspect of the operation and maintenance of Studios, including any one or more of the following:

(A) the design, layout, décor, appearance and lighting of the Studio, including the Studio's branding and cleanliness;

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

(C) types, models and brands and/or minimum and required standards and specifications for products, equipment, materials, and supplies and services that Studios use and/or sell;

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

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

(F) matters relating to managing the Studio;

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

(H) evaluation and customer relations programs used to evaluate the quality of the experience that members have at Studios;

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

(J) days and hours of operation of the Studio;

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

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

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

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

(O) a global reciprocity program for members of Studios, including all standards, procedures and requirements for such program;

(P) compliance with the membership rules and procedures of the International Health and Racquet Sports Association (IHRSA) or similar organization(s) that we periodically designate;

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

(R) information and other forms and procedures which you must use to submit any proposed Transfer to us under Section 10 (Transfer) for our approval.

(iv) Employment Matters. To the extent System Standards, or other resources in the Manuals, address personnel or employment matters, those are not mandatory but

are merely recommendations, suggestions or guidelines. System Standards do not include any mandatory requirements on your employee's wages, working conditions, hours, staffing levels, shift timing or other terms of employment, but may specify uniforms and appearance to meet brand standards. While we or your Area Representative may provide additional employment-related guidance, you are responsible for making all hiring and employment decisions as the owner of the Studio. This includes, but is not limited to, employee selection, hiring, training, promotion, termination, hours worked, rates of pay, benefits, work assigned, supervision, discipline, and working conditions.

(v) Privacy Requirements. To the extent applicable, you must abide by: (i) the Payment Card Industry Data Security Standards enacted by the applicable card associations (as they may be modified from time to time or as successor standards are adopted); (ii) the Fair and Accurate Credit Transactions Act; (iii) all other standards, laws, rules, regulations or any equivalent thereof that related to electronic payments, data privacy, personally identifiable information, protected health information, and data protection; and (iv) any privacy policies or data protection and breach response policies we periodically may establish (collectively, "**Privacy Requirements**"). We may require you to (a) use vendors that we designate or approve to provide security services that are consistent with the Privacy Requirements; (b) maintain specific security measures; (c) provide evidence of compliance with Privacy Requirements upon our request; and/or (d) use vendors that we approve or designate to conduct periodic security audits to ensure that personally identifiable information, protected health information, and/or payment data is adequately protected and provide us with copies of any audits, scanning results, or related documentation relating to such compliance or audits. If you suspect or know of a security breach, you must immediately give us notice of such security breach and promptly identify and remediate the source of any compromise or security breach at your expense. You assume, at your expense, all responsibility for complying with applicable data breach notification laws, providing all notices of breach or compromise, and monitoring credit histories and transactions for all impacted individuals.

(b) Modification of System Standards. We may periodically modify the System Standards, provided that such modifications will not alter your fundamental rights under this Agreement. You must comply with all modifications to the System Standards within the reasonable time periods we specify. You acknowledge that any modifications to the System Standards may obligate you to invest additional capital in the Studio and/or to incur higher operating costs and that there is no limit on the cost or frequency of such modifications. Modifications may include (at our discretion) those needed to modernize the premises of the Studio, and other changes to the Operating Assets (including the Technology System), signs, interior and exterior décor items, fixtures, furnishings, supplies, and other products and materials required for new Studios.

(c) Product and Service Offerings.

(i) Products and Services You May Offer. You may offer in the Studio to customers only the products, services, and classes that we have approved in writing. In addition, you must offer the specific products, services, and classes that we require in the Manuals or otherwise in writing. We may change these specifications periodically, and we may designate specific products or services as optional or mandatory. You must offer all products, services, or classes that we designate as mandatory. You may sell products and services only in the varieties, forms, and packages that we have approved in accordance with our System Standards. You must maintain a sufficient supply of required

products to meet the inventory standards we prescribe in the Manuals (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards).

(ii) Core Business Operations. You must offer or perform (as applicable) in the Studio all Core Business Operations, as we periodically modify them. “**Core Business Operations**” means all mandatory business activities of or associated with the Studio, including the Studio’s front desk and membership operations, all cardio and weight training functions, personal training services, group exercise classes, towel/locker services, and other services we designate from time to time. You and your employees must perform all Core Business Operations at the Studio, and you may not contract with or allow any third party, including any licensee, lessee, consultant or other independent contractor (a “**Contractor**”), to perform any Core Business Operations.

(iii) Ancillary Business Operations. You may offer or perform (as applicable) in the Studio any Ancillary Business Operations (if any) that we specify or approve in our sole discretion. “**Ancillary Business Operations**” means business activities other than Core Business Operations, such as tanning services, massage services, chiropractic services and physical therapy services, which (i) we may periodically specify as being ancillary and optional to the main business of the Studio or (ii) which we, in our sole discretion, otherwise approve in writing. We may specify in the Manuals and periodically modify those business activities that will be approved as Ancillary Business Operations. If we withdraw our approval for any Ancillary Business Operations, you must promptly cease offering such Ancillary Business Operations. At your option, but subject to our prior written approval and your compliance with all terms and conditions of this Agreement, you may (i) allow one or more Contractors to perform any or all of the Ancillary Business Operations, provided that they may not use the Marks when doing so and that you enter into an arm's-length commercial relationship with each Contractor; or (ii) perform any or all Ancillary Business Operations yourself (through your employees), either under the Marks or under any trademark, service mark or trade name other than the Marks (an “**Other Mark**”) that you own or license from a third party (an “**Ancillary Trademark Licensor**”). You acknowledge that, as a condition to obtaining our approval:

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

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

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

(D) if a Contractor performs the Ancillary Business Operations or you perform the Ancillary Business Operations under Other Marks, such Ancillary Business Operations must (i) not use or display the Marks in any manner, (ii) be clearly distinguishable from the remainder of the Studio in the manner we

periodically specify, and (iii) be clearly identified in the manner we periodically specify as an independently owned and operated business separate from the Studio.

(iv) Branded Products. Prior to opening and during the Term, you must purchase Branded Products and prominently display them and offer them for sale at your Studio and in the manner we designate from time to time. You agree to buy Branded Products (subject to Section 6(f) (Products, Supplies, Operating Assets, and Services)) only from suppliers that we designate or approve (which may include or even be limited to us, our Affiliates, or our or their licensees). You must reorder and stock such Branded Products as may be necessary to meet reasonably expected consumer demand at the Studio throughout the Term. Neither you nor we will have any obligation to the other on account of the temporary unavailability of any Branded Products, whether from us, Affiliates, or authorized licensees.

(v) Classes. You must conduct all classes in accordance with the System. You must offer at the Studio any classes or programs that we deem to be mandatory. Any classes that you or your instructors develop must be consistent with the System Standards that we specify from time to time. If we disapprove of any class or program that you offer, you must immediately discontinue offering the class or modify the class in accordance with our instructions.

(vi) Distribution. You may not make any sales of products or services outside of the Studio, conduct classes or programs outside of the Studio, or use vendor relationships that you establish through your association with us or the ORANGETHEORY® brand for any other purpose besides the operation of the Studio, unless we consent in writing. You agree to purchase products solely for resale to retail customers, and not for resale or redistribution to any other party, including other ORANGETHEORY® franchisees. You may not offer products or services in connection with the Marks on any website on the Internet or any other electronic communication network unless we consent in writing.

(vii) Pricing. If we determine that we may lawfully require you to charge certain prices for goods or services, certain minimum prices for goods or services, or certain maximum prices for goods or services, you must adhere to our pricing policies as set forth in the Manuals or otherwise in writing from time to time. Otherwise, you are solely responsible for determining the prices that you will charge Members and customers. You must provide us with your current price list upon our request. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with any advertising policies we adopt from time to time which prohibit you from advertising a price for such product or service that is different from our suggested retail price.

(viii) Reporting Operations. You must periodically at our request provide us information concerning your Studio's Core Business Operations, Ancillary Business Operations, and relationships with Contractors.

(d) Membership Agreements and Member Information.

(i) Membership Agreements. You must ensure that every membership agreement you use complies with all System Standards and all Applicable Laws, including laws pertaining to bonding and escrow requirements. You must send us (a) copies of all

membership agreements you intend to use at least 30 days before you begin offering memberships; and (b) copies of any revised membership agreements within 10 days after you make any revisions. We may review and approve or disapprove such agreements, provided that our review will be limited to verifying compliance with our System Standards and not evaluating compliance with Applicable Laws (which remain solely your responsibility). You must not use (and must discontinue use of) any membership agreements that we do not approve.

(ii) Member Information. We and you acknowledge that we and our Affiliates have the right, through the Technology System or otherwise, to independent and unrestricted access to all data and information relating to the Studio's members and/or prospective members, including names, addresses, contact information, financial information, demographic information, biometric and physiological data, heart rate telemetry, workout data, data collected from connected fitness devices, and any other related information ("**Member Information**"). We and our Affiliates may use Member Information in any manner and for any purpose, except, during the Term, we will not use member contact information to compete directly with your Studio.

(e) Notices.

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

(ii) Notices to Employees. You must prominently post signs at the Studio (including in the area in which all official employment-related notices are posted) and at your offices informing your employees and independent contractors that their relationship is solely with you and that they are not an employee of us or any of our Affiliates. You are solely liable for any employment-related issues. Similar language must be included in all of your employment contracts, offer letters and employee handbooks. We may promulgate and periodically modify the language and specifications for such required postings and notices.

(f) Products, Supplies, Operating Assets, and Services.

(i) Purchases. We have the right to require that all fixtures, furnishings, signs, and equipment (the "**Operating Assets**"), products, supplies, and services that you purchase for resale or purchase or lease for use in your Studio: (i) meet specifications that we establish from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from suppliers or service providers that we have expressly approved; and/or (iv) be purchased or leased only from a single source that we designate (which may include us or our Affiliates or a buying cooperative organized by us or our Affiliates). To the extent that we establish specifications, require approval of suppliers or service providers, or designate specific suppliers or service providers for particular items or services, we will publish our requirements in the Manuals.

(ii) Revenue from Purchases. You acknowledge and agree that we and/or our Affiliates may derive revenue or other benefits based on your purchases and leases,

including from charging you for products and services we or our Affiliates provide to you and from promotional allowances, volume discounts, and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. We and our Affiliates may use all amounts received from suppliers and/or distributors, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our Affiliates deem appropriate. If you derive any revenue based on payments or promotional allowances received from suppliers and/or distributors, you must report to us the details of the arrangement and such revenue shall be included as part of your Gross Sales.

(iii) Approval Process. If you would like to offer products, services, or classes or use any supplies, Operating Assets, or services that we have not approved or to purchase or lease from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities and test samples of the proposed products and to evaluate the proposed service provider and the proposed service offerings. We may require the proposed supplier or service provider to visit our headquarters to evaluate the proposed supplier or service provider in person. You agree to pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed product or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of products, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 90 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. You acknowledge that the products and services that we approve for you to offer in your Studio may differ from those that we permit or require to be offered in other Studios.

(iv) Revocation of Approval. We reserve the right to reinspect the facilities and products of any approved supplier and to reevaluate the services provided by any service provider at and to revoke approval of the item, service, supplier, or service provider if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you agree to cease purchasing or leasing the formerly-approved item or service or any items or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory of the formerly-approved items and services as we direct. If we revoke approval of a previously-approved product that you have been selling to customers or service that you have been offering to customers, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly-approved inventory as we direct.

(g) Audio and Visual Entertainment. You acknowledge and agree that the provision of audio and visual entertainment to members of your Studio is or may become an integral part of the System. Accordingly, you agree to play only the types of music and display only the types of visual entertainment, at the decibel levels and using such components of the Technology System and in the manners that we may periodically prescribe or approve. You must, at your expense, acquire or install any audio or visual equipment as part of the Technology System that we designate or require for use by your Studio and subscribe to music and video services as we

may periodically specify to enable you to broadcast videos, music, and other content as specified by us from time to time. We may require you to pay us or a third party licensing fees for any music, video, or other content displayed or played in your Studio. We may prohibit you from displaying, exhibiting, broadcasting or providing any media we choose, regardless of content, including prohibiting use of political, religious or social content in such media.

(h) Customer Surveys. We may periodically coordinate or conduct market research studies and similar programs for the Studio network, and you must assist us in collecting information (including by distributing surveys to your Studio's members and encouraging members to complete surveys on the System Website (defined in Section 7(g) (Digital Marketing))).

(i) Group Programs. We have the right, but not the obligation, from time to time to establish programs in which some or all Studios will provide products and services to certain groups of members and prospective members through a fitness benefit or corporate wellness program ("**Group Programs**"). We may periodically eliminate and modify existing Group Programs and implement (and, once implemented, eliminate and modify) new Group Programs. You must (i) participate fully in any Group Program that we designate from time to time, (ii) provide products and services to all valid members of the Group Program according to the terms of any plan that we establish, and (iii) participate in and fully support any national or regional advertising and/or marketing programs which we develop to support any Group Program, including those funded by the Brand Fund. Group Programs may require uniform billing terms, central billing by us, and various other practices and formats for you to follow. You may not alter your standard membership terms for, or withhold access to any Studio services from, any one or more Group Program participants or otherwise treat any Group Program participant differently from your Studio's other members, except as we specify or approve. We have the right to receive payments from groups representing any Group Program, because of our establishing the program or otherwise because of their dealings with you, and to use all such amounts we receive without restriction for any purposes we deem appropriate.

(j) Technology System.

(i) Acquisition and Updates. You must obtain, maintain, and use the hardware, software, other equipment, and network connections that we specify periodically in the Manuals, including the hardware, software, other equipment, and network connections necessary to operate our point of sale system, the membership management system, the accounting system, the OTbeat™ System, the training system, the online reservation system, the audio-visual system, and other technology systems that we designate (collectively, the "**Technology System**"). You must replace, upgrade, or update at your expense the Technology System as we may require periodically without limitation. We will establish reasonable deadlines for implementation of any changes to our Technology System requirements. We may require you to obtain certain components of, or upgrades to, the Technology System and maintenance and support services related to the Technology System from us or our Affiliates, and we may charge you the Technology Fee, OTbeat Fee, or other reasonable fees for such products and services. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require.

(ii) Software.

(A) Software License. We hereby grant to you a limited, non-exclusive, non-transferable license (except in connection with a Transfer approved by us) to use any and all software which we may now or hereafter make available to you and which is owned by or licensed to us (the “**Software**”), solely in connection with the Studio. We may charge the Technology Fee or other reasonable fees for your use of such Software and/or for access to any intranet that we establish or maintain for Studios. You hereby acknowledge and agree that, as between us and you, we are the sole and exclusive owner of all right, title and interest in and to the Software, including any copyright, patent right and other intellectual property or proprietary right therein or thereto, and you will not make any claim to the contrary. All rights to the Software except those that are expressly granted to you hereunder are specifically reserved to us and our licensors, if any. You shall not copy, modify, create derivative works or otherwise use the Software for any purpose other than in connection with the operation of your Studio. Upon expiration or termination of this Agreement for whatever reason, all rights and licenses granted hereunder with respect to the Software will terminate, and you will return the Software and any and all copies thereof to us, at your expense, and certify to us that all such copies have been returned.

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

(iii) Use of the Technology System. You must use the Technology System to (a) enter and track purchase orders and receipts, attendance, and Member Information, (b) update inventory, (c) generate sales reports and analysis relating to the Studio, and (d) provide other services relating to the operation of the Studio. You agree: (i) that your Technology System will be dedicated for business uses relating to the operation of the Studio; (ii) to use the Technology System in accordance with our policies and operational procedures; (iii) to transmit financial and operating data to us as required by the Manuals; (iv) to do all things necessary to give us unrestricted access to the Technology System at all times (including users IDs and passwords, if necessary) so that we may independently download and transfer data via a modem or other connection that we specify; (v) to maintain the Technology System in good working order at your own expense; (vi) to ensure that your employees are adequately trained in the use of the Technology System and our related policies and procedures; and (vii) not to load or permit any unauthorized programs or games on any hardware included in the Technology System. You also must comply with all data privacy and data protection laws and payment card provider standards relating to the security of the Technology System, including the Payment Card Industry

Data Security Standards. You are responsible for any and all consequences that may arise if the system is not properly operated, maintained and upgraded or if the Technology System (or any of its components) fails to operate on a continuous basis or as we or you expect.

(k) Management and Personnel.

(i) Studio Manager. The Studio must be managed by a person (the “**Studio manager**”) (i) who devotes his or her full working time and best efforts to the day-to-day, on-premises operation of the Studio, (ii) has satisfactorily completed our management training program or a comparable training program at your Studio that we have approved, and (iii) is not engaged in any other business endeavor except passive investments which do not interfere with the performance of his or her duties as manager. You must ensure that your managers agree to comply with the restrictions in Sections 13 (Confidential Information), 14 (Non-Compete), and 16 (Effect of Termination or Expiration of this Agreement), except that your managers shall not be required to agree to comply with Section 14(c)(i) (post-term non-compete). If you for any reason no longer employ a Studio manager, you must (a) notify us within 24 hours of the change in circumstances, (b) arrange for an individual who has been properly trained to temporarily manage the Studio or, in our sole discretion, allow us, on a temporary basis, to assume the management of the Studio ourselves or appoint a third party (who may be our Affiliate) to manage the Studio in accordance with the terms of Section 16(c)(ii)(H) (Remedies After An Event of Default), and (c) make every effort to replace this position at the earliest possible time with a person who meets all of the conditions specified in this Section.

(ii) Personnel. You are solely responsible for hiring, training and supervising Studio personnel and must hire sufficient personnel to fully staff the Studio to operate in accordance with System Standards. All personnel must meet every requirement imposed by Applicable Laws and must comply with all brand standards. All persons you employ that have access to any of the Confidential Information must sign a confidentiality agreement, which will not otherwise contain any terms or conditions of employment. All person that you employ must sign an acknowledgement, in a form that we specify, acknowledging that you are their employer and that we do not have any relationship with them.

(l) Refurbishing and Renovations. You agree to take, without limitation, the following actions during the Term at your expense: (i) thorough cleaning, repainting and redecorating of the interior and exterior of the Studio at intervals that we may periodically designate and at our direction; (ii) interior and exterior repair of the Studio as needed; and (iii) repair or replacement, at our direction, of damaged, worn-out or obsolete Operating Assets at intervals that we may periodically specify (or, if we do not specify an interval for replacing any item, as that item needs to be repaired or replaced). Upon our written request, you must refurbish the Studio at your expense to conform the decor, Trade Dress, color schemes, signage, and presentation of the Marks to our then-current image. Such refurbishing may include, as we deem necessary, remodeling, redecoration, and other modifications to existing improvements and updating or replacing any Operating Assets. You acknowledge that this obligation could result in your making extensive structural changes to, and significantly remodeling and renovating, the Studio, and/or in your spending substantial amounts for new Operating Assets, and you agree to incur, without limitation, any capital expenditures required in order to comply with this obligation and our requirements (even if those expenditures cannot be amortized over the remaining Term).

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

7. ADVERTISING, PROMOTION, AND MARKETING

(a) Establishment of Brand Fund. Upon the opening of your Studio, you will participate in an ORANGETHEORY® advertising fund that we designate (the “**Brand Fund**”) for such advertising, marketing and public relations programs and materials on a system-wide basis that we deem necessary or appropriate, in our sole discretion. We will contribute any Brand Fund Contributions that we collect from you to the Brand Fund. We reserve the right to defer or reduce contributions of any or all Studio franchisees and, upon 30 days’ prior written notice to you, to reduce or suspend contributions to and operations of the Brand Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Brand Fund. If the Brand Fund is terminated, all unspent monies on the date of termination will, at our option, be spent in accordance with this Section until such amounts are exhausted or be distributed to our franchisees in proportion to their respective contributions to the Brand Fund during the preceding 12 calendar months.

(b) Use of the Funds. We or our Affiliates direct all programs funded or sponsored by the Brand Fund, with sole discretion over the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. You agree that the Brand Fund may be used to pay the costs of preparing, producing and distributing advertising materials in any form or format; administering regional and multi-regional advertising programs, including purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; developing marketing and advertising training programs and materials; conducting market research and secret shopper programs; creating, maintaining, and optimizing the System Website, other websites, and applications; implementing keyword or adword purchasing programs; conducting and managing social media activities; supporting public relations and other advertising, promotion and marketing activities; and reimbursing administrative costs as described in paragraph (c) below. The Brand Fund may, from time to time, furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges.

(c) Accounting for the Fund. The Brand Fund will be accounted for separately from our or our Affiliates’ other funds and will not be used to defray any of our or our Affiliates’ general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we or they may incur in activities related to the administration of the Brand Fund and its programs, including conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the Brand Fund. We or our Affiliates may spend, on behalf of the Brand Fund, in any fiscal year an amount greater or less than the aggregate contribution of all Studios to the Brand Fund in that year. The Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. If we or our Affiliates lend money to the Brand Fund, we or they may charge interest at an annual rate 1% greater than the rates we or they pay our or their lenders. We will prepare an annual statement of monies collected and costs incurred by the Brand Fund and, after its preparation, furnish the statement for the most recently completed fiscal year to you upon your written request. We have the right to cause the Brand Fund to be incorporated or

operated through a separate Entity at such time as we deem appropriate, and such successor Entity will have all of the rights and duties specified in this Agreement.

(d) Brand Fund Limitations. You acknowledge that the Brand Fund is intended to promote recognition of the Marks and patronage of Studios generally. Although we or our Affiliates will endeavor to utilize the Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all Studios, we and our Affiliates undertake no obligation to ensure that expenditures by the Brand Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Fund by Studios operating in that geographic area or that any Studio will benefit directly or in proportion to its contribution to the Brand Fund from the development of advertising and marketing materials or the placement of advertising. We and our Affiliates assume no direct or indirect liability or obligation to you with respect to collecting amounts due to, or maintaining, directing or administering, the Brand Fund in accordance with this Agreement.

(e) Local Advertising.

(i) Your Advertising Requirements. You must participate in such local, regional, or national advertising, promotional, sweepstakes/giveaway, and community outreach programs that we may specify from time to time, at your own expense. You must use your best efforts to promote the use of the Marks in your Territory. You must ensure that all of your advertising, marketing, promotional, customer relationship management, public relations and other brand related programs and materials that you or your agents or representatives develop or implement relating to the Studio is completely clear, factual and not misleading, complies with all Applicable Laws, and conforms to the highest ethical standards and the advertising and marketing policies that we periodically specify in the Manuals or otherwise. You may not market or advertise in violation of federal laws regulating advertising, such as the CAN-SPAM Act and the TCPA, and state advertising laws applicable to your Studio. You must use only digital and media agencies that we approve. You must not use market, advertise, or use the Marks or marketing materials outside of your Territory (whether through social media or other marketing methods or media outlets), unless we agree otherwise in writing. There are no territorial restrictions from accepting business from retail customers that reside or work or are otherwise based outside of your Territory if these customers contact you, but we reserve the right to implement rules and restrictions regarding soliciting such customers in the future in our Manuals or otherwise in writing.

(ii) Approval of Advertising Materials. You must obtain our written approval of all advertising and promotional plans, materials, and marketing assets before their use. You will submit all unapproved plans, materials, and assets to us. If you do not receive written approval within 30 days of our receipt of such items, we will be deemed to have disapproved the items. You will not use any plans, materials, or marketing assets that we have not developed or approved, and will promptly discontinue use of any advertising or promotional plans, materials, or marketing assets, whether or not previously approved, upon notice from us. We will have the final decision on all creative development of advertising and promotional messages.

(iii) Minimum Advertising Requirement. You must spend in each month of the Term at least the greater of (a) 2% of the Studio's Gross Sales from the prior month or (b) \$2,500 on advertising, promotions and public relations within the Territory. Such expenditures will be made directly by you, subject to our prior approval and direction, using

advertising and marketing materials prepared or pre-approved by us. Your local advertising and promotion must follow our guidelines. You must submit to us monthly marketing and advertising expenditure reports accurately reflecting all local advertising expenditures for the preceding month and year-to-date by the marketing categories that we specify. If any report or inspection reveals that you failed to make the local advertising expenditures required by this Section, we may require that you contribute the amount of any deficiency to the Brand Fund within 10 days of your receipt of our invoice. Your failure to comply with the local advertising requirement will be deemed a material breach of this Agreement.

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

(g) Digital Marketing.

(i) Restriction on Digital Marketing. Unless we consent otherwise in writing, you, your employees, and any third-party representatives or digital marketing agencies may not, directly or indirectly, conduct or be involved in any websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, etc.), applications, keyword or adword purchasing programs, mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, “**Digital Marketing**”) that use the Marks or that relate to the Studio or the network. You may not conduct commerce or directly or indirectly offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet.

(ii) System Website. At our option, we or one or more of our designees may establish and maintain one or more websites to advertise, market, and promote Studios, the Marks, and the Studio franchise opportunity (the “**System Websites**”), which we may periodically update. We may, at our option, discontinue any or all System Websites at any time. Nothing in this Section will limit our right to maintain websites other than the System Website or to offer and sell merchandise bearing the Marks from the System Website, another website or otherwise over the Internet without payment or obligation of any kind to you.

(iii) Studio Page. If we establish one or more System Websites, we will provide you with a webpage that references the Studio (a “**Studio Page**”) on one or more of the System Websites that we designate. You must give us the information and materials that we request from time to time to develop, update and modify such Studio Page, but we shall have final approval rights over any content. By providing the information and materials to us, you will be representing to us that they are accurate and not misleading and do not infringe upon any third party's rights.

(iv) Mobile Applications. At our option, we or one or more of our designees may establish and maintain one or more mobile applications for members and/or prospective members to use (“**Mobile Apps**”). We may require you to promote the use of the Mobile Apps in your Studio or to provide content to be included in the Mobile App. We may add, discontinue, or modify any Mobile Apps from time to time in our sole discretion.

(v) Social Media Sites. We also may maintain one or more social media accounts (such as Facebook, Twitter, Instagram, Pinterest, or such other social media sites). You may not establish or maintain any social media accounts utilizing any usernames, or otherwise associating with the Marks, without our advance written consent. We may designate from time to time regional or territory-specific usernames/handles that you must maintain. You will adhere to any social media policies that we establish from time to time and will require all of your employees to do so as well. You must ensure that none of your Owners, managers or employees use our Marks on the Internet or any electronic communications network, except in strict compliance with these social media policies. Use of social media, including any pictures that may be posted on, using or through one or more social media sites, must be in compliance with the Manual and System Standards, including our then-current take-down policy.

(vi) Ownership. We will own all intellectual property and other rights in the System Website, the Studio Page, the Mobile Apps, any social media pages or accounts related to the Studios, any related domain names or usernames, and all information they contain (including the domain name or URL for such webpage, the log of "hits" by visitors, and any personal or business data that visitors supply), which shall all be part of the Intellectual Property. You acknowledge and understand that the registration for any domain names or social media accounts shall be maintained exclusively in our name or the name of our designee.

(vii) No Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES (WHETHER EXPRESS, IMPLIED OR STATUTORY) RELATED TO THE AVAILABILITY AND PERFORMANCE OF THE WEBSITE AND THE STUDIO PAGE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES (INCLUDING ANY CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS) RELATED TO THE USE, OPERATION, AVAILABILITY OR FAILURE OF THE WEBSITE OR THE STUDIO PAGE.

8. FRANCHISEE ADVISORY COUNCIL

We have established a franchisee advisory council (“**FAC**”) to serve as an advisory council to us with respect to issues relating to advertising, marketing, operations, new products and

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

9. EVALUATIONS, AUDITS AND REPORTS

(a) Inspections and Right to Obtain Information.

(i) **Inspections.** We and our designated representatives have the right before you open the Studio for business and thereafter from time to time during your regular business hours, and without prior notice to you, to (i) inspect and evaluate the Studio, (ii) observe, videotape, photograph, or otherwise record operations, (iii) interview and obtain information or documents from employees, members, lenders, vendors, and landlords, (iv) examine the records, invoices, payroll records, check stubs, sales tax records and returns, and other supporting records and documents that relate to the Studio, and (v) examine your or your Owners' income tax records and any other information, records or properties relating to the ownership, management, or operation of the Studio. You will cooperate with us in these activities. If we inspect or audit the Studio, we will give you a written summary of our evaluation within 20 Business Days after the completion of our audit and/or inspection of the Studio. You will promptly correct at your own expense all deficiencies (i.e., failures to comply with System Standards) noted by our evaluators within the time period we specify following your receipt of our notice of such deficiencies. We then may conduct one or more follow-up evaluations to confirm that you have corrected these deficiencies and otherwise are complying with this Agreement and all System Standards. We may charge you an evaluation fee to compensate us for our costs and expenses, including travel and living expenses, related to any such follow-up evaluation or any evaluation that you request.

(ii) **Right to Obtain Information.** You agree that (a) we shall have the right to obtain from your, your Owners', or your Affiliates' vendors, lenders, financiers, and landlords any information, agreements, notices, or statements related to any Financing Arrangements and (b) such vendors, lenders, and landlords may accept this provision as conclusive evidence of our right and our authority to request and receive copies of such information or documents. "**Financing Arrangements**" includes any loans, financing arrangements, or leases any of the Franchisee Parties are parties to that are related to, or that may directly or indirectly have an effect on the development or operation of, the Studio.

(b) **Our Right to Audit.** We may at any time during your business hours, and without prior written notice to you, examine and audit the Studio's business, bookkeeping and accounting records, sales and income tax records and returns, and other records. You agree to fully cooperate with our representatives and independent accountants hired by us to conduct any such inspection or audit. If any inspection or audit discloses an understatement of the Studio's Gross

Sales, you must pay us, within 15 days after receiving the inspection or audit report, the Royalties and any other amounts due on the amount of the understatement, plus interest from the date originally due until the date of payment. If any inspection or audit discloses an overstatement of the Studio's Gross Sales, we will credit you (without interest) for any overpayments you made to us. Further, if an inspection or audit is made necessary due to your failure to furnish reports, supporting records or other information as required, or to furnish these items on a timely basis, or if our examination reveals a Royalty understatement exceeding 2% of the amount that you actually reported to us for the period examined, you agree to reimburse us for the cost of our examination, including legal fees and independent accountants' fees, plus the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under this Agreement and Applicable Laws.

(c) Records, Reports, and Financial Statements.

(i) Books and Records. You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats (including, at our option, the accounting principles) that we prescribe from time to time in the Manuals and otherwise in writing. You must use the Technology System to collect and provide us access to that data and other information in the manner we specify. You must preserve and maintain all records, in the manner we periodically specify, in a secure location at the Studio for at least five years after the end of the fiscal year to which such records relate.

(ii) Reporting. You must provide us with the following documents and reports, in the manner and format that we prescribe from time to time:

(A) on or before the tenth day of each month, a report describing the Studio-related purchases during the previous month in the categories for which we have designated, approved or recommended suppliers and other monthly operating reports that we reasonably specify from time to time, including reports relating to Member Information;

(B) on each Monday, a report on the Studio's Gross Sales during the previous calendar week;

(C) within 30 days after the end of each fiscal quarter, a profit and loss and source and use of funds statement(s) for the Studio for the recently completed fiscal quarter, and a balance sheet for the Studio as of the end of such fiscal quarter;

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

(E) within 10 days after our request, exact copies of federal and state income tax returns, sales tax returns, and any other forms, records, books, and other information we may periodically require relating to you and your Studio and your financial condition, earnings, sales, profits, costs, expenses, and performance, including any relevant documents or records of any other Franchisee Parties;

(F) by the deadlines that we reasonably specify, such other documents and reports that we may specify from time to time relating to, or that may directly or indirectly have an effect on the development or operation of, your Studio or any other ORANGETHEORY® businesses owned or controlled by any of the Franchisee Parties; and

(G) within 10 days after the Effective Date, copies of all Financing Arrangements that are in effect. If any Franchisee Parties enters into or modifies any Financing Arrangements after the Effective Date, you must provide us with a copy of such new or modified Financing Arrangements within 10 days of their execution. Within 10 days after our request, you must provide any information, agreements, notices, or statements related to any Financing Arrangements that we request, which may require you to obtain and provide compliance certificates from such third parties confirming that such Financing Arrangements are not in, and have not been in, default. If a Franchisee Party receives from any vendor, lender, financier, or landlord a reservation of rights or notice of default, non-payment, acceleration, or termination related to a Financing Arrangement, you must provide us with a copy of such document within five days after such Franchisee Party receives the document.

(iii) Form of Reports. We may periodically specify the form and content of the reports and financial statements described in Section 9(c)(ii) (Reporting) and may periodically change the timing of the due dates for such reports. You agree to verify and sign each report and financial statement in the manner we prescribe. If we reasonably determine that any report or financial statement submitted to us is materially inaccurate, in addition to the other remedies that we may exercise as a result of such material breach, we may require you to have audited financial statements prepared annually during the Term. We will not publicly disclose data derived from these reports unless we make such public disclosure without disclosing your identity or your Studio's financial results on an individual (i.e., unconsolidated) basis.

10. TRANSFER

(a) Transfer and Delegation by Us. This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests. We also may change our ownership or form without restriction. You acknowledge and agree that we may (i) sell all or any part of our ownership interests, our assets, the Marks and/or the System to a third party; (ii) go public or engage in a private placement of some or all of our securities; (iii) merge, acquire other entities, or be acquired by another Entity (whether competitive or not); and/or (iv) undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. If we assign our rights in this Agreement, nothing in this Agreement shall be deemed to require us to remain in the Studio business or to offer or sell any products or services to you. We have the right, from time to time, to delegate the performance of any portion or all of our rights or obligations under this Agreement to designees, whether they are our Affiliates, agents, Area Representatives, or other independent contractors with which we contract to provide such services.

(b) Transfer by You.

(i) Definition of Transfer. For purposes of this Agreement, “**Transfer**” as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber, either

voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), any interest in this Agreement, the Studio, substantially all the assets of the Studio, or in the ownership of the franchisee (if you are an Entity). “**Transfer**” as a noun means any such sale, assignment, gift, transfer, pledge, mortgage, or encumbrance. A “**Control Transfer**” means any Transfer of (i) this Agreement or any interest in this Agreement; (ii) the Studio or all or substantially all of the Studio’s assets; or (iii) any Controlling Interest (defined below) in you (if you are an Entity), whether directly or indirectly through a transfer of legal or beneficial ownership interests in any Owner that is an Entity, and whether in one transaction or a series of related transactions, regardless of the time period over which these transactions take place. References to a “**Controlling Interest**” in you mean, if you are an Entity, either (i) 20% or more of your direct or indirect legal or beneficial ownership interests in you or (ii) the acquisition of an ownership interest or other right or interest which grants the power (whether directly or indirectly) to direct or cause the direction of management and policies of you or the Studio to any individual or Entity, or group of individuals or Entities, that did not have that power before that acquisition.

(ii) No Transfer Without Our Consent. This Agreement and the license contained herein are personal to you, and we have granted the license in reliance on your (and, if you are an Entity, your Owners’) business skill, financial capacity, and personal character. Accordingly, neither you nor any of the Owners or any successors to any part of your interest in this Agreement or the License may make any Transfer or permit any Transfer to occur without obtaining our prior written consent. We have sole and absolute discretion to withhold or condition our consent for any Control Transfer, except as otherwise provided in Section 10(d) (Transfer to an Entity). We may, in our reasonable discretion, withhold or condition our consent for any Transfer that does not result in a Control Transfer, except as otherwise provided in Section 10(d) (Transfer to an Entity). If your Studio is not open and operating, we will not consent to your Transfer of this Agreement, and we are under no obligation to do so. Any purported Transfer without our prior written consent will be null and void and will constitute an Event of Default (as herein defined), for which we may terminate this Agreement without opportunity to cure.

(iii) Transfer Procedure. If you or any of your Owners desire to make a Transfer, you must promptly provide us with written notice. If you or any of your Owners desire to advertise, promote, or list a potential Transfer, you must obtain our written approval prior to you or your Owners (a) engaging any broker or agent, (b) entering into a listing agreement, or (c) using any written materials related to, or the Marks in conjunction with, the advertising, promotion, or listing of the potential Transfer. We have the right to communicate with both you, your counsel, and the proposed transferee on any aspect of a proposed Transfer. You agree to provide any information and documentation relating to the proposed Transfer that we reasonably require. No Transfer that requires our consent may be completed until at least 60 days after we receive written notice of the proposed Transfer, including a copy of the letter of intent or purchase agreement between you and the proposed transferee, an application package, a transfer term worksheet, and any other materials specified in the Manuals. Our consent to a Transfer does not constitute a waiver of any claims that we have against the transferor, nor is it a waiver of our right to demand exact compliance with the terms of this Agreement.

(c) Transfer Conditions. For a proposed Transfer, in addition to any other conditions that we may specify, the following conditions apply (unless waived by us):

(i) The proposed transferee and each of its owners must be individuals who, in our reasonable judgment, meet our then applicable reasonable standards for new franchisees, including the fact that they do not directly or indirectly own or perform services for a Competitive Business (as defined in Section 14(a) (Competitive Business)) (this restriction will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than 5% of the number of shares of that class of securities which are issued and outstanding);

(ii) The terms and conditions of the proposed Transfer (including the purchase price) are satisfactory to us;

(iii) If the Transfer is a Control Transfer or the transferring Owner is your Managing Owner, the proposed transferee (or its Managing Owner) and its manager and lead trainer must complete our initial training program to our satisfaction (unless the transferee is an existing franchisee or Owner and the Studio will continue to be managed after the Transfer by the same manager and principal employees who managed the Studio before the Transfer);

(iv) If the Transfer is of an ownership interest in you, the proposed transferee, if its resulting ownership interests in you meets our then-current thresholds for owner guarantees, must sign our then-current form of Owners Guaranty; and, if the Transfer is a Control Transfer, the proposed transferee must agree to assume all of your duties and obligations and, at our option: (a) have agreed in writing to be bound by all of the terms and conditions of this Agreement and any ancillary agreements, such as the Owner's Guaranty; or (b) sign the form of franchise agreement and ancillary agreements we then are using in connection with the grant of new franchises, which may differ materially from this Agreement (including increased fees, and conditions for renewal and additional Transfers), except that the term under franchise agreement will be equal to the then-remaining Term under this Agreement (including any Successor Franchise rights you have under this Agreement, if any, but not adding any Successor Franchise rights that you did not have prior to the Transfer);

(v) At our request, the proposed transferee refurbishes the Studio in the manner and subject to the provisions described in Section 2(b)(vi) (Your Right to Acquire Successor Franchises);

(vi) All monetary obligations (whether hereunder or not) of any of the Franchisee Parties to us or our Affiliates are paid in full;

(vii) The Franchisee Parties are not in default under this Agreement or any other agreement between any of the Franchisee Parties and us or our Affiliates;

(viii) We must have received a transfer fee equal to 50% of the then-current initial franchise fee charged to new franchisees;

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

(x) If the Transfer is a Control Transfer, you first offered to sell such interest to us pursuant to Section 10(e) (Our Right of First Refusal) and we have declined to exercise our right of first refusal in the manner set forth therein;

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

(xii) You and your transferring Owners must agree in writing for our and the transferee's benefit to continue to observe the restrictions contained in Sections 13 (Confidential Information), 14 (Non-Compete), and 17 (Effect of Termination of Expiration of this Agreement); and

(xiii) You must have provided us with any material reasonably requested by us, including any loan or financing documents, at least 30 days prior to the proposed Transfer's effective date.

(d) Transfer to an Entity. If you are an individual or group of individuals and are in compliance with this Agreement, then upon no less than 10 days' prior written notice to us, and upon your compliance with our then-current transfer policies and procedures, you may Transfer this Agreement to an Entity formed solely to operate the Studio and, if applicable, other Studios in which you maintain management control and of which you own 100% of the financial and voting interests, provided that all assets of the Studio are owned, and the entire business of the Studio is conducted, by such Entity. If you are a group of individuals, any such individual who will not own an Ownership Interest in such Entity must sign the form of agreement that we reasonably require in which each such individual releases any rights under this Agreement and releases any and all claims against us and our Affiliates and our and their respective owners, officers, directors, employees and agents. Any Transfer made in compliance with this Section 10(d) is not subject to the conditions or requirements in Section 10(c) (Transfer Conditions) or 10(e) (Our Right of First Refusal). However, transfers of Ownership Interests in the new Entity, including the issuance of new Ownership Interests in such Entity to any person other than you, will be subject to the applicable provisions of this Section 10. All Owners of the new Entity (including you) must execute and deliver to us our standard form of Owner's Guaranty. You will remain liable for performance of this Agreement by any Entity to which you transfer this Agreement. You also agree to enter into an amendment to this Agreement or other document to reflect the new Entity as franchisee and ownership structure.

(e) Our Right of First Refusal.

(i) Purchase Offers. Any proposal or offer to purchase your Studio or ownership interests in you that are subject to our consent under this Section 10 must be separable from any proposal to purchase any other rights or assets (including with respect to the purchase of area representative rights or other Studios owned by you or your Affiliates) and a separate purchase price must be assigned to your Studio or ownership interests that are proposed to be purchased.

(ii) Our Right. We have the right, exercisable within 30 days after receipt of (a) the notice of your intent to Transfer an interest that, as provided above, is subject to

this Section 10(e) and (b) such documentation and information that we require (as specified in the Manuals or as otherwise requested by us), to send written notice to you that we intend to purchase the interest proposed to be Transferred on the same economic terms and conditions offered by the third-party or, at our option, the cash equivalent thereof. If you and we cannot agree on the reasonable equivalent in cash or if the Transfer is proposed to be made by gift, we will designate, at our expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. We may purchase the interest at the fair market value determined by the appraiser or may elect at that time to not exercise our rights. We must receive, and you and your Owners agree to make, all customary representations, warranties and indemnities given by the seller of the assets of a business or ownership interests in an Entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and (if applicable) ownership interests, liens and encumbrances on assets, validity of contracts and agreements, and the liabilities, contingent or otherwise, relating to the assets or ownership interests being purchased, and indemnities for all actions, events and conditions that existed or occurred in connection with the Studio or your business prior to the closing of our purchase. Closing on our purchase must occur within 90 days after the date of our notice to the seller electing to purchase the interest. We may assign our right of first refusal to another Entity or person either before or after we exercise it. However, our right of first refusal will not apply with regard to Transfers to an Entity under Section 10(d) (Transfers to an Entity).

(iii) Declining Our Right. If we elect not to exercise our rights under this Section, the transferor may complete the Transfer after complying with the applicable provisions in this Section 10. Closing of the Transfer must occur within 90 days of our election (or such longer period as Applicable Laws may require); otherwise, the third-party's offer will be treated as a new offer subject to our right of first refusal. Any material change in the terms of the offer from a third-party after we have elected not to purchase the seller's interest will constitute a new offer subject to the same right of first refusal as the third party's initial offer. The Transfer is conditional upon our determination that the Transfer was on terms substantially the same as those offered to us.

11. DEATH OR DISABILITY

(a) Transfer Upon Death or Disability. Upon the death of any of your Owners, the transfer of the deceased Owner's interests in you will be subject to the Transfer provisions in Section 10 (Transfers) above. Upon the Disability of your Managing Owner, the Managing Owner or its executor, administrator, conservator, guardian, or other personal representative must, within a reasonable time (not to exceed six months after such Disability), Transfer its ownership interests in you in compliance with the terms and conditions applicable to Transfers contained in Section 10 (Transfer). "**Disability**" means the inability of a person to perform his or her normal responsibilities at the Studio for a consecutive period of at least 90 days or for a total of 180 days during any 12-month period.

(b) Operation Upon Death or Disability. Within 30 days after the death or Disability of your Managing Owner, you must appoint a qualified manager to operate the Studio. Such manager will be required to complete our management training program to our satisfaction. If, prior to or after the appointment of the manager or replacement Managing Owner, we determine that the Studio is not being managed properly according to our System Standards, we or our designee have the right (but not the obligation) to enter the Site and assume the Studio's management for any period of time that we deem appropriate. All funds from the Studio's

operation during the period of our (or our designee's) management will be kept in a separate account and all Studio expenses will be charged to such account. In addition to all other fees and payments owed hereunder, we may charge you a management fee of 3% of the Studio's Gross Sales, plus any out-of-pocket expenses incurred in connection with the Studio's management. We or our designee will have a duty only to use reasonable efforts upon assuming the Studio's management and will not be liable to you for any debts, losses or obligations that the Studio incurs, or to any creditors for any supplies or other products or services purchased for the Studio, in connection with such management.

12. INTELLECTUAL PROPERTY

(a) Marks and Trade Dress.

(i) Acknowledgements. You acknowledge that, as between us and you, (a) we or our Affiliates are the owner of and have superior rights to the Marks and the Trade Dress, (b) you have no interest in the Marks and the Trade Dress beyond the non-exclusive license granted herein, and (c) we have the exclusive right and interest in and to the Marks and the Trade Dress and the goodwill associated with and symbolized by them. Upon the expiration or termination of this Agreement, no monetary amount will be attributable to goodwill associated with or attached to any portion of the Marks, Trade Dress, and our other Intellectual Property (defined below), whether or not associated with your activities as a franchisee under this Agreement. Nothing herein shall constitute a representation or warranty from us or our Affiliates as to title to or ownership of any Marks or other Intellectual Property.

(ii) Rights. Your right to use the Marks and the Trade Dress applies only to the Studio operated at the Site as expressly provided in this Agreement, including advertising related to the Studio. Your limited license extends only to use of the Marks and Trade Dress in accordance with (a) all applicable standards, operating procedures, policies and guidelines that we prescribe—and from time to time amend—during the duration of this Agreement, including, without limitation, those set forth in the most current edition of the Manuals and other publications, if any, dedicated to proper use of the Marks; and (b) all Applicable Laws pertaining to advertising and marketing, including federal and state laws pertaining to telemarketing (including the Telephone Consumer Protection Act), false advertising, unfair competition, and unfair practices. You may only use in your Studio the Marks and the Trade Dress we designate. You may not use any Mark (i) as part of any corporate or legal business name (except for a fictitious name in a form that we approve), (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you), (iii) in selling any unauthorized services or products, (iv) as part of any domain name, electronic address, metatag, social media account, or otherwise in connection with any website or other electronic medium without our consent, or (v) in any other manner we have not expressly authorized in writing. No materials on which any of the Marks or the Trade Dress appears will be used by you without our prior written approval, which may be revoked at any time upon reasonable notice to you. You must display the Marks in a manner that we specify on signage at the Studio and on all written materials, forms, advertising, promotional materials, supplies, employee uniforms, business cards, receipts, letterhead, contracts, stationary, and other materials we designate.

(b) Copyrights. You acknowledge that as between you and us, any and all present or future copyrights relating to the System or the ORANGETHEORY® concept, including the

Manuals and marketing materials, (collectively, the “**Copyrights**”) belong solely and exclusively to us. You have no interest in the Copyrights beyond the non-exclusive license granted in this Agreement.

(c) No Contesting Our Rights. During the Term of this Agreement and after its expiration or termination, you agree not to directly or indirectly contest our or our Affiliates’ ownership, title, right or interest in or to, or our license to use, or the validity of (i) the Marks, (ii) the Trade Dress, (iii) the Copyrights, or (iv) any trade secrets, methods, or procedures that are part of the System (collectively, the “**Intellectual Property**”), or contest our and our Affiliates’ sole right to register, use, or license others to use the Intellectual Property.

(d) Changes to the Intellectual Property. We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Intellectual Property and to adopt entirely different or new Intellectual Property for use with the System without any liability to you, in our sole discretion. You agree to implement any such change at your own expense within the time we reasonably specify.

(e) Third-Party Challenges. You agree to notify us promptly of any unauthorized use of the Intellectual Property of which you have knowledge. You also agree to inform us promptly of any challenge by any person or Entity to the validity of our ownership of or our right to license others to use any of the Intellectual Property. We have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to the Intellectual Property, including any settlement. We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys’ fees, recovered or owed to us or our Affiliates in connection with any such action. You agree to execute all documents and, render any other assistance we may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Intellectual Property.

(f) Post-Termination or Expiration. Upon the expiration or termination of this Agreement for any reason, all of your rights to use the Intellectual Property will automatically revert to us without cost and without the execution or delivery of any document. Upon our request, you will execute all documents that we require to confirm such reversion.

(g) Non-Disparagement. You agree not to (and to use your best efforts to cause your current and former owners, officers, directors, principals, agents, partners, employees, representatives, attorneys, owners’ spouses and children, Affiliates, successors, and assigns not to) disparage or otherwise speak or write negatively, directly or indirectly, of us, our Affiliates, any of our or our Affiliates’ directors, officers, employees, representatives, or Affiliates, current and former franchisees or developers of us or our Affiliates, the Orangetheory® brand, the System, any Studio or other business using the Marks, any other brand or service-marked or trademarked concept of us or our Affiliates, or which would subject the Orangetheory® brand or such other brands to ridicule, scandal, reproach, scorn, or indignity, or which would negatively impact the goodwill of us, the Orangetheory® brand, or such other brands.

13. CONFIDENTIAL INFORMATION

(a) Confidentiality of Trade Secrets and Other Confidential Information.

(i) Definition of Confidential Information. “**Confidential Information**” means certain information, processes, methods, techniques, procedures and knowledge, including know-how (which includes information that is secret and substantial), Manuals

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

- (A) methods, techniques, equipment, specifications, standards, policies, procedures and information relating to the development, operation, and franchising of Studios, including information in the ORANGETHEORY® design guidelines;
- (B) knowledge of suppliers and specifications for certain materials, equipment and fixtures for Studios;
- (C) operating results and financial performance of Studios;
- (D) Member Information (including Member Information that you collect or that is collected through your Studio);
- (E) any and all marketing, promotional or training materials used in the operation of or relating to Studios; and
- (F) the System Standards and the Manuals.

Confidential Information does not include (i) information that is part of the public domain or becomes part of the public domain through no fault of you, (ii) information disclosed to you by a third party having legitimate and unrestricted possession of such information, or (iii) information that you can demonstrate by clear and convincing evidence was within your legitimate and unrestricted possession when the parties began discussing the sale of the franchise.

(ii) Ownership. You acknowledge and agree that we and our Affiliates own all right, title and interest in and to the Confidential Information, which is proprietary and a valuable asset of us and our Affiliates. We will disclose to you such parts of the Confidential Information as we determine (in our sole judgment) are required for the operation of a Studio during training and in guidance and assistance furnished to you during the Term in the Manuals, orally, or otherwise in writing. You and each of your Owners acknowledge and agree that neither you, your Owners, nor any other person or Entity will acquire any interest in or right to use the Confidential Information, other than your right to utilize certain Confidential Information in the operation of the Studio, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition with us and our franchisees.

(iii) Use of Confidential Information. You acknowledge and agree that the Confidential Information is disclosed to you solely on the condition that you and your Owners, and each Owner does hereby agree (on behalf of and with respect to himself/herself only), that, during and after the Term, you and your Owners:

(A) may disclose the Confidential Information to your Owners and employees only to the extent reasonably necessary for the operation of the Studio, and you may disclose your Studio's financial results only to a lender or prospective purchaser and, then, only (i) in connection with the proposed loan or sale of your Studio or of a direct or indirect ownership interest in you and (ii) if the recipient is subject to a confidentiality obligation with respect to such information;

(B) will not use the Confidential Information in any other business or capacity;

(C) will maintain the absolute secrecy and confidentiality of the Confidential Information;

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

(E) will not disclose the Confidential Information in judicial or administrative proceedings if you are legally compelled to disclose such information, unless you notify us prior to disclosure and have used your best efforts to obtain, and have afforded us the opportunity to obtain, an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed; and

(F) will adopt and implement all reasonable procedures prescribed from time to time by us to prevent unauthorized use or disclosure of or access to the Confidential Information, including requiring employees who will have access to such information to execute confidentiality agreements in a form periodically prescribed by us. You must maintain such confidentiality agreements on file for four years after the employee executing such agreement has left your employment, and must provide us, at our request, executed originals of each such agreement.

(b) Member Information

(i) Protection of Member Information. You must comply with our System Standards, other directions from us, and all Applicable Laws regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Member Information and, in any event, employ reasonable means to safeguard the confidentiality and security of Member Information. If there is a suspected or actual breach of security or unauthorized access involving Member Information, you must notify us immediately after becoming aware of such actual or suspected occurrence and specify the extent to which Member Information was compromised or disclosed. You are responsible for any financial losses you incur or remedial actions that you must take as a result of a breach of security or unauthorized access to Member Information in your control or possession.

(ii) Ownership of Member Information. You agree that all Member Information that you collect in connection with your Studio is deemed to be owned by us and must be furnished to us at any time that we request it. In addition, we and our Affiliates may, through the Technology System or otherwise, have independent access to Member Information.

(iii) Use of Member Information. You have the right to use Member Information while this Agreement or a successor franchise agreement is in effect, but only to market ORANGETHEORY® products and services to customers in accordance with the policies that we establish periodically and Applicable Laws. You may not sell, transfer, or use Member Information for any purpose other than marketing ORANGETHEORY® products and services. We and our Affiliates may use Member Information in any manner and for any purpose, except, during the Term, we will not use member contact information to compete directly with your Studio. You must secure from your actual and prospective customers and others all consents and authorizations, and provide them all disclosures, that Applicable Laws requires to transmit Member Information to us and our Affiliates, and for us and our Affiliates to use that Member Information, in the manner that this Agreement contemplates.

(c) Nondisclosure and Noncompetition Agreements with Certain Individuals. We have the right to require any of your Owners (and any member of their immediate families or households), any officer, director, executive, manager or member of the professional staff and employees of your Studio, and any other individuals that we specify in the Manuals (subject to Applicable Laws) to execute a nondisclosure agreement, in a form reasonably satisfactory to us, upon execution of this Agreement or prior to each such person's affiliation with you. Additionally, we have the right to require any of your Owners (and any member of their immediate families or households) to execute a noncompetition agreement, in a form reasonably satisfactory to us, upon execution of this Agreement or prior to each such person's affiliation with you. Our current form of (i) nondisclosure agreement and (ii) nondisclosure and noncompetition agreement are attached as Appendix C. Upon our request, you will provide us with copies of all nondisclosure and noncompetition agreements signed pursuant to this Section. Such Agreements shall remain on file at your offices and are subject to audit or review as otherwise set forth in this Agreement. We will be a third-party beneficiary with the right to enforce covenants contained in such agreements or, at our option, we will be a direct party to the agreement.

14. NON-COMPETE

(a) Competitive Business. You acknowledge and agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure or to encourage a free exchange of ideas and information among our franchisees if you (or your Owners) were permitted to hold interests in or perform services for (i) any business activity involving (a) an athletic or fitness center, health club, gymnasium, or exercise or aerobics facility, (b) an indoor or outdoor boot camp style fitness program, or (c) one or more similar facilities or businesses offering health and fitness training to the public through access to classes, training personnel, and/or fitness equipment; (ii) any Entity that grants franchises or licenses for any of the businesses described in numerette (ii); or (iii) any business in which Confidential Information could be used to the disadvantage of us, our Affiliates, or other ORANGETHEORY® franchisees (each, a “**Competitive Business**”). Therefore, we have granted the Franchise to you in consideration of and reliance upon your (and your Owners’) agreement to deal exclusively with us.

(b) During Term. You agree that, during the Term, neither you nor any of your Owners will, without our prior written consent, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person or Entity:

(i) own, manage, engage in, be employed by, advise, make loans to, act as lessor to, otherwise support (other than as a customer), or have any other interest in any Competitive Business located or operating anywhere;

(ii) interfere with our, our Affiliate's, or any other Studio owner's relationships with any vendors or suppliers;

(iii) direct, or attempt to direct, any prospective or existing business or economic opportunities away from us, our Affiliate, the Studio or any other Studio to a Competitive Business; or

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

(c) After Termination, Expiration, or Transfer. For two years after the expiration or termination of this Agreement or an approved Transfer to a new franchisee, you and your Owners may not, without our prior written consent, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person or Entity:

(i) own, manage, engage in, be employed by, advise, make loans to, act as lessor to, otherwise support (other than as a customer), or have any other interest in any Competitive Business located or operating: (A) at the Site; (B) within a 10-mile radius of the Site; or (C) within a 10-mile radius of any other Studio in operation or under development on the effective date of termination or expiration of this;

(ii) interfere with our, our Affiliate's, or any other Studio owner's relationships with any vendors or suppliers;

(iii) direct, or attempt to direct, any prospective or existing business or economic opportunities away from us, our Affiliate, your Studio, or any other Studio to a Competitive Business; or

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

(d) Publicly Traded Corporations. Ownership of less than five percent of the outstanding voting stock of any class of stock of a publicly traded corporation will not, by itself, violate this Section 14.

(e) Enforcement of Covenants. You acknowledge and agree that (i) the restrictive covenants contained in this Section 14 are essential elements of this Agreement and that without their inclusion, we would not have entered into this Agreement; (ii) the time, territory, and scope of the covenants provided in this Section 14 are reasonable and necessary for the protection of our legitimate business interests; (iii) you have received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship; and (v) the period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section 14 is judicially determined to be unenforceable by virtue of its scope or in terms of area or length of time, but may be made enforceable by reductions of any or all thereof, the same will be enforced to the fullest extent permissible. You agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Section 14. You acknowledge that any breach or threatened breach of this Section 14 will cause us irreparable injury for which no adequate remedy at law is available, and you consent to the issuance of an injunction prohibiting any conduct violating the

terms of this Section 14. Such injunctive relief will be in addition to any other remedies that we may have.

15. INNOVATIONS

You agree to promptly disclose to us all ideas, concepts, methods, techniques and products conceived or developed by you and/or any of your Affiliates, Owners, agents, representatives, contractors or employees during the Term relating to the development or operation of a Studio (“**Innovations**”), whether or not protectable intellectual property and whether created by or for you or your Owners or employees. All Innovations will be deemed our sole and exclusive property and works made-for-hire for us. We have the right to incorporate Innovations into the System and may use them and authorize you and others to use them in the operation of Studios. Innovations will then also constitute Confidential Information. To the extent any Innovation does not qualify as a work made-for-hire for us, by this Section you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to sign (and to cause your Owners, employees, and contractors to sign) whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our Affiliates have no obligation to make any payments to you or any other person with respect to any Innovations. You may not use any Innovation in operating the Studio or otherwise without our prior approval.

16. TERMINATION OF AGREEMENT

(a) Termination By You. You may terminate this Agreement if we commit a material breach of any of our obligations under this Agreement and fail to correct such breach within 30 days after your delivery of written notice to us of such breach; provided, however, that if we cannot reasonably correct the breach within this 30-day period but provide you, within this 30-day period, with reasonable evidence of our effort to correct the breach within a reasonable time period, then the cure period will run through the end of such reasonable time period. Abandoning your Studio operations in the manner described in Section 16(b)(iii) will be deemed to be your termination of this Agreement without cause.

(b) Termination by Us. Any one or more of the following constitutes an “**Event of Default**” under this Agreement:

(i) you or any of your Owners have made or make any material misrepresentation or omission in connection with your application for and acquisition of the Franchise or your operation of the Studio, including by intentionally, or through your gross negligence, understating the Studio's Gross Sales for any period;

(ii) you fail to (a) obtain our acceptance of a site by the Site Acceptance Deadline, (b) secure the approved Site under a Site Agreement that we approve by the Site Acquisition Deadline, or (c) develop, open, and begin operating the Studio in accordance with our System Standards on or before the Opening Deadline;

(iii) you (x) abandon or fail to actively operate the Studio offering full services to its members during all of the hours we specify (other than due to a Force Majeure Event as defined below) for two or more consecutive days, or for five or more days during any calendar month, (y) assert, in writing, your intention to permanently close the Studio prior to the end of the Term without our consent, or (z) otherwise engage in acts that would cause us to reasonably conclude that you have abandoned the Studio; provided, however,

that you may close the Studio for up to seven days for remodeling and repairs which have been pre-approved in writing by us (but if your remodeling or repairs will take more than seven days, your members must be able to use an alternate location within five miles of your Studio);

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

(v) you, any Owner, or any of your officers or directors are convicted of or plead nolo contendere to a felony, a crime involving moral turpitude or consumer fraud, or any other crime or offense that we believe is likely to have an adverse effect on our franchise system, the Marks and any associated goodwill, or the ORANGETHEORY® concept (an “**Adverse Effect**”) or you, any Owner, or any of your officers or directors has engaged in or engages in activities that, in our reasonable opinion, have an Adverse Effect;

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

(vii) you or any of your Owners violate any provisions of Section 14 (Non-Compete) or improperly disclose, misuse, or misappropriate any Confidential Information;

(viii) you violate any Applicable Laws and do not begin to correct such noncompliance or violation immediately, or do not completely correct such noncompliance or violation within the time period prescribed by law, unless you are in good faith contesting your liability for such violation through appropriate proceedings;

(ix) you (a) fail to provide us with any of the reports required under Section 9(c)(ii)(A) through (F) (Records, Reports, and Financial Statements) by the specified deadlines or fail to make any payment due to us or any of our Affiliates and (b) do not correct such failure within five days after delivery of written notice of such failure;

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

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

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

(xiii) any Franchisee Parties breach this Agreement and/or any Related Agreements on three or more separate occasions within any period of 12 consecutive months, and we or our Affiliates provide you with written notice of such breaches in accordance with the terms of the applicable agreements, whether or not such breaches are cured;

(xiv) any Franchisee Parties repeatedly fail to pay amounts owed to our designated, approved, or recommended suppliers within 30 days following the due date (unless you are contesting the amount in good faith);

(xv) any Franchisee Parties default (and fail to cure within the allocated time) under any Financing Arrangement;

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

(xvii) any other Related Agreement is terminated before its term expires, regardless of the reason (except pursuant to our mutual written agreement);

(xviii) you or any Parent makes an assignment for the benefit of creditors or admits in writing your insolvency or inability to pay your debts generally as they become due; you or any Parent consents to the appointment of a receiver, trustee, or liquidator of all or a substantial part of your or its property; the Studio is attached, seized, or levied upon, unless such attachment, seizure, or levy is vacated within 60 days; a lender forecloses on a material portion of your or your Parent's assets; or any order appointing a receiver, trustee, or liquidator of you, your Parent, or the Studio is not vacated within 60 days following the entry of such order; or

(xix) any of the Franchisee Parties fail to comply with any other obligation under this Agreement or any Related Agreements, including any System Standard, and do not correct the failure to our satisfaction within 30 days after we deliver written notice of the failure to you; provided, however, that if we determine such party cannot reasonably correct the breach within this 30-day period and you provide us, within this 30-day period, with reasonable evidence of such party's effort to correct the breach within a reasonable time period, then the cure period will run through the end of such reasonable time period.

(c) Our Remedies After an Event of Default.

(i) Right to Terminate. If an Event of Default occurs, we may, at our sole election and without notice or demand of any kind, declare this Agreement and any and all other rights granted under this Agreement to be immediately terminated and, except as otherwise provided herein, of no further force or effect. Upon termination, you will not be relieved of any of your obligations, debts, or liabilities under this Agreement, including any debts, obligations, or liabilities that you accrued prior to such termination or any indemnification obligations with respect to matters that occurred prior to such termination that were not asserted until after termination.

(ii) Other Remedies. If an Event of Default occurs, we may, at our sole election and upon delivery of written notice to you, take any or all of the following actions without terminating this Agreement:

(A) temporarily or permanently reduce the size of the Territory, in which event the restrictions on us and our Affiliates under Section 1(d) (Territorial Rights) will not apply in the geographic area that was removed from the Territory;

(B) temporarily suspend or permanently terminate your limited territorial rights and the restrictions on us and our Affiliates under Section 1(d) (Territorial Rights);

(C) temporarily remove information concerning the Studio from the System Website and/or stop your or the Studio's participation in any other programs or benefits offered on or through the System Website;

(D) suspend your right to participate in one or more programs or benefits that the Marketing Fund provides;

(E) suspend any other services that we or our Affiliates provides to you under this Agreement or any other agreement, including any services relating to the Technology System;

(F) suspend or terminate any temporary or permanent fee reductions to which we might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);

(G) suspend our performance of, or compliance with, any of our obligations to you under this Agreement or other agreements;

(H) undertake or perform on your behalf any obligation or duty that you are required to, but fail to, perform under this Agreement. You will reimburse us upon demand for all costs and expenses that we reasonably incur in performing any such obligation or duty; and/or

(I) enter the Studio's premises and assume the management of the Studio ourselves or appoint a third party (who may be our Affiliate) to manage the Studio. All funds from the operation of the Studio while we or our appointee assumes its management will be kept in a separate account, and all of the expenses of the Studio will be charged to that account. We or our appointee may charge you (in addition to the amounts due under this Agreement) a management fee that we specify, not to exceed 15% of the Studio's Gross Sales, plus any out-of-pocket expenses incurred in connection with the Studio's management. We or our appointee has a duty to utilize only reasonable efforts and will not be liable to you for any debts, losses, or obligations the Studio incurs, or to any of your creditors for any products or services the Studio purchases, while managing it. You shall not take any action or fail to take any action that would interfere with our or our appointee's exclusive right to manage the Studio and may, in our sole discretion, be prohibited from visiting the Studio so as to not interfere with its operations. Our (or our appointee's) management of the Studio will continue for intervals lasting up to 90 days each (and, in any event, for no more than a total of one year), and we will during each interval periodically discuss the Studio's status with you.

(iii) Exercise of Other Remedies. Our exercise of our rights under Section 16(c)(ii) (Other Remedies) will not (i) be a defense for you to our enforcement of any other provision of this Agreement or waive or release you from any of your other obligations under this Agreement, (ii) constitute an actual or constructive termination of this Agreement, or (iii) be our sole or exclusive remedy for your default. You must continue to pay all fees and otherwise comply with all of your obligations under this Agreement (except as set forth in Section 16(c)(ii)(I) (our assumption of management)) following our exercise of any of these rights. If we exercise any of our rights under Section 16(c)(ii), we may thereafter terminate this Agreement without providing you any additional corrective

or cure period, unless the default giving rise to our right to terminate this Agreement has been cured to our reasonable satisfaction.

17. EFFECT OF TERMINATION OR EXPIRATION OF THIS AGREEMENT

You covenant and agree that upon expiration (including as a result of our decision not to grant a Successor Franchise, your decision not to acquire a Successor Franchise, or the expiration of the applicable Term or Successor Term) or termination of this Agreement for any reason, unless we direct you otherwise, you must comply with each of the following provisions:

(a) Payment of Amounts Owed to Us. You will immediately pay us all amounts remaining due under this Agreement (or within five days after the amount is known if the amount is not known on the effective date of expiration or termination). In the case of a termination by either party, this will be deemed to include all amounts that you would have paid us during what would have been the remainder of the Term had it not been terminated, including Royalties and Brand Fund Contributions (with the Gross Sales used to calculate the Royalties and Brand Fund Contributions being determined using the average of your weekly Gross Sales during the 6-month period prior to the date of termination). You agree that such amounts (i) are true liquidated damages; (ii) are intended to compensate us for the harm we will suffer only from and as a result of the loss of our revenue stream provided by the Royalties and Brand Fund Contributions and not for any other damages; (iii) are not a penalty; (iv) are a reasonable estimate of our probable loss of Royalties and Brand Fund Contributions resulting from your defaults, viewed as of the termination date; and (v) will be in addition to all other rights we have to obtain legal or equitable relief. You also agree that, in the case of a termination by either party, we also will suffer damages other than lost future Royalties and Brand Fund Contributions (including loss of goodwill relating to the Marks and lost business opportunities). You also will pay to us all damages, costs, and expenses, including reasonable attorneys' fees, that we incur after the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provision of this Section 17.

(b) Cease Identification With Us.

(i) You must immediately cease using, by advertising or in any other manner, (a) the Intellectual Property (including the Marks and the Trade Dress), (b) the System and all other elements associated with the System, and (c) any colorable imitation of any of the Intellectual Property or any trademark, service mark, trade dress, or commercial symbol that is confusingly similar to any of the Marks or the Trade Dress.

(ii) You may not directly or indirectly at any time or in any manner (except with respect to other Studios you own and operate) identify yourself or any business as a current or former Studio, or as one of our current or former franchisees.

(iii) You must immediately take all action required (i) to cancel all assumed name or equivalent registrations relating to your use of the Marks and (ii) to cancel or transfer to us or our designee all authorized and unauthorized domain names, social media accounts, telephone numbers, post office boxes, and classified and other directory listings relating to, or used in connection with, the Studio or the Marks (collectively, "**Identifiers**"). You acknowledge that as between you and us, we have the sole rights to and interest in all Identifiers. If you fail to comply with this Section 17(b), you hereby authorize us and irrevocably appoint us or our designee as your attorney-in-fact to direct the telephone company, postal service, registrar, Internet Service Provider and all listing

agencies to transfer such Identifiers to us. The telephone company, the postal service, registrars, Internet Service Providers and each listing agency may accept such direction by us pursuant to this Agreement as conclusive evidence of our exclusive rights in such Identifiers and our authority to direct their transfer.

(iv) You must, at your own expense, remove and deliver to us (or, at our option, destroy) all marketing materials, forms, and other materials containing any of the Marks or otherwise identifying or relating to a Studio.

(v) If we do not exercise our option to operate and/or purchase the Studio, you must, at your own expense, make such modifications or alterations to the Site immediately upon termination or expiration of this Agreement that we deem necessary to distinguish the appearance of the Site from an ORANGETHEORY® Studio, including removing the signs, the Marks, and any Trade Dress so as to indicate to the public that you are no longer associated with us. If you do not comply with the requirements of this Section, we may enter the Studio without being guilty of trespass or any other tort, for the purpose of making or causing to be made any required changes. You agree to reimburse us on demand for our expenses in making such changes.

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

(vii) You agree to comply with the non-disparagement obligations described in Section 12(g) (Non-Disparagement).

(c) Confidential Information. You and your Owners must refrain from any disclosure of Confidential Information and must immediately cease to use any of our Confidential Information in any business or otherwise and return to us all copies of the Manuals and any other confidential materials that we have loaned to you.

(d) Competitive Restrictions. You and your Owners will abide by the non-compete obligations specified in Section 14(c) (After Termination, Expiration, or Transfer).

(e) Memberships. In addition to any procedures required by Applicable Laws, you must, in our sole discretion and in accordance with any directions that we provide: (i) notify all members of your Studio immediately that your Studio will cease to operate under the Marks (using a notice that we have approved in writing); (ii) offer all members of your Studio the option to terminate their membership and receive a pro rata refund of all membership fees and other charges which were prepaid by such members related to any period after the effective date of termination or expiration of this Agreement; and/or (iii) assign the membership agreements to us or our designee and pay us or our designee the pro rata amount of all membership fees and other charges which were prepaid by such members related to any period after the effective date of termination or expiration of this Agreement. You are solely responsible for paying any refunds to your members. We may contact and offer such members continued rights to use one or more Studios on such terms and conditions we deem appropriate. In no event (including if the membership agreements are assigned to us or our designee) will we or our designee assume any then-existing liability arising out of or relating to any membership agreement or act or failure to act by you or your Studio. You will cooperate with us to preserve member goodwill.

(f) Our Right to Operate. We will have the right to immediately enter and take possession of the Studio to maintain continuous operation of the Studio, provide for orderly change of management and disposition of personal property, and otherwise protect our interests. Our right to possess and operate the Studio will continue until (i) we decline or fail to timely exercise our option to purchase the Studio or (ii) we have exercised our option to purchase the Studio and closed on such purchase. If we exercise the right to possess and operate the Studio, you will vacate the Studio promptly and completely, rendering all necessary assistance to us to enable us to take prompt possession and assume operations, and you will have no right to any revenue that we earn while operating the Studio. If you dispute the validity of our termination of this Agreement or our decision to not grant a Successor Franchise, we will nevertheless have the option, which you irrevocably grant, to operate the Studio pending the final, unappealed determination of the dispute under this Agreement. If an arbitrator or court of competent jurisdiction makes a final, unappealed determination that the termination of this Agreement or our failure to offer a Successor Franchise was not valid, we will make a full and complete accounting for the period during which we operated the Studio. We have the unrestricted right to assign or delegate this right to operate the Studio to an affiliate or third party to operate the Studio in accordance with this Section.

(g) Our Right to Purchase.

(i) Exercise of Option. We have the option, exercisable by giving written notice to you within 60 days from the date of the termination or expiration of this Agreement, to purchase the Studio from you, including the leasehold rights to the Site. (The date on which we notify you whether or not we are exercising our option is referred to in this Agreement as the “**Notification Date**”). We have the unrestricted right to assign this option to purchase the Studio. We will be entitled to all customary warranties and representations in connection with our asset purchase, including representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise.

(ii) Real Property Rights. You agree at our election:

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

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

(C) if a Franchisee Party owns the Site, to, at our option, sell a fee simple interest in the Site to us as part of the assets or lease the Site to us for an initial five-year term with one renewal term of five years (at our option) on commercially reasonable terms.

(iii) Purchase Price. The purchase price for the Studio will be its fair market value, determined in a manner consistent with reasonable depreciation of the Studio’s equipment, signs, inventory, materials and supplies, provided that the Studio will be valued as an independent business and its value will not include any value for: (a) the Franchise or any rights granted by this Agreement; (b) the Marks; (c) participation in the network of Studios; or (d) any goodwill related to the Studio, the Marks, or the System. The length of the remaining term of the lease for the Site will also be considered in determining the Studio’s fair market value.

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

(v) Appraisal. If we and you are unable to agree on the Studio's fair market value, its fair market value will be determined by three independent appraisers who collectively will conduct one appraisal; provided, however, that if they are unable to agree on a single appraisal, the appraised value will be the average of the three appraisals. We will appoint one appraiser, you will appoint one appraiser, and the two party-appointed appraisers will appoint the third appraiser. You and we agree to select our respective appraisers within 15 days after we notify you that we are exercising our option to purchase the Studio, and the two appraisers so chosen are obligated to appoint the third appraiser within 15 days after the date on which the last of the two party-appointed appraisers was appointed. You and we will bear the cost of our own appraisers and share equally the fees and expenses of the third appraiser chosen by the two party-appointed appraisers. The appraisers are obligated to complete their appraisal within 30 days after the third appraiser's appointment.

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

- (A) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and other transfer taxes paid by you; and
- (B) all licenses and permits of the Studio which may be assigned or transferred;
- (C) the leasehold interest and improvements in the Site; and
- (D) accounts receivable from members and membership contracts.

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

(h) Injunctive and Other Relief. You acknowledge that your failure to abide by the provisions of this Section 17 will result in irreparable harm to us, and that our remedy at law for damages will be inadequate. Accordingly, you agree that if you breach any provisions of this Section 17, we are entitled to injunctive relief (including the remedy of specific performance) in addition to any other remedies available at law or in equity.

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

18. INDEMNIFICATION AND INSURANCE

(a) Indemnification.

(i) Indemnification Obligation. You must defend, indemnify, and hold harmless us and our Affiliates, our and their permitted successors and assigns, and each of our and their respective direct and indirect owners, directors, officers, managers, employees, agents, attorneys, and representatives (collectively, the “**Indemnified Parties**”) from and against all Losses (defined below), which any of the Indemnified Parties may suffer, sustain, or incur as a result of a (a) claim asserted by a third party, (b) inquiry made formally or informally by a third party, or (c) legal action, investigation, or other proceeding brought by a third party that directly or indirectly arises out of or relates to: (1) the operation of the Studio, including any marketing efforts related to the Studio; (2) the business you conduct under this Agreement; (3) your breach of this Agreement; (4) your noncompliance or alleged noncompliance with any Applicable Laws; or (5) any allegation that we or another Indemnified Party is a joint employer or otherwise responsible for your acts or omissions relating to your employees (each, an “**Indemnified Claim**”). “**Losses**” means any and all losses, expenses, obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that an Indemnified Party incurs, including accountants’, arbitrators’, mediators’, attorneys’, and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

(ii) Indemnification Procedure. We, or an Indemnified Party, will promptly notify you of any Indemnified Claim, provided, however, that the failure to provide such notice shall not release you from your indemnification obligations under this Section 18(a), except to the extent you are actually and materially prejudiced by such failure. An Indemnified Party shall have the right, in its sole discretion, to (a) require you to defend any Indemnified Claim at your expense using counsel reasonably satisfactory to the Indemnified Party or (b) defend any Indemnified Claim at your expense (or take over control of the defense of any Indemnified Claim at your expense at any point after you have started to provide a defense), including by selecting and hiring counsel and coordinating the defense. In either case, you must promptly reimburse such Indemnified Party for any and all Losses that it incurs related to the defense of any Indemnified Claims.

(iii) Cooperation and Settlement. You or the Indemnified Party (as the case may be) shall keep you or the Indemnified Party (as the case may be) reasonably apprised of, and shall respond to any reasonable requests concerning, the status of the defense of any Indemnified Claim of which it is maintaining, and shall cooperate in good faith with each other with respect to the defense of any such claim. You shall not, without the prior written consent of the Indemnified Parties, (a) settle or compromise any Indemnified Claim or consent to the entry of any judgment with respect to any claim which does not include a written release from liability of such claim for the Indemnified Parties, or (b) settle or compromise any Indemnified Claim in any manner that may adversely affect the Indemnified Parties other than as a result of money damages or other monetary payments

which will be paid by you. Each Indemnified Party may agree to settlements or take any other remedial, corrective, or other actions that it deems appropriate with respect to any Indemnified Claim, and you shall be solely responsible all related Losses, subject to Section 18(a)(iv) (Willful Misconduct or Gross Negligence).

(iv) Willful Misconduct or Gross Negligence. You have no obligation to indemnify or hold harmless an Indemnified Party for, and we will reimburse you for, any Losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's gross negligence, willful misconduct, or willful wrongful omissions. However, nothing in this Section 18(a)(iv) limits your obligation to defend us and the other Indemnified Parties under Section 18(a)(i) (Indemnification Obligation).

(v) Survival and Recovery. Your obligations in this Section 17(a) will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this Section 18(a). You agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 18(a).

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

19. AGREEMENT AND INTERPRETATION

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

(b) **Amendment.** Subject to our right to periodically unilaterally modify System Standards and the Manual, the provisions of this Agreement may be modified only by written agreement between the parties.

(c) **Severability.** Except as expressly provided to the contrary in this Agreement, including in Section 21 (Dispute Resolution), each provision of this Agreement is severable, and if, for any reason, any provision or part of a provision is held to be invalid or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction in a proceeding to which we are a party, that ruling will not impair the operation of, or have any other effect upon, such other portions of this Agreement that remain otherwise intelligible, which will continue to be given full force and effect and bind the parties. If any Applicable Laws requires a greater prior notice than is required under this Agreement of the termination of this Agreement or of our refusal to enter into a Successor Franchise Agreement, or the taking of some other action not required under this Agreement, or if, under any Applicable Laws, any provision of this Agreement or any System Standard is invalid or unenforceable, the prior notice and/or other action required by such law or rule will be substituted for the comparable provisions of this Agreement, and we will have the right to modify such invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable. You agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions or any System Standard any portion or portions which a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order or arbitration award. Such modifications to this Agreement will be effective only in such jurisdiction, unless we elect to give them greater applicability, and will be enforced as originally made and entered into in all other jurisdictions.

(d) **Waiver of Obligations.** We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of notice to the other or such other effective date stated in the notice of waiver. Any waiver we or you grant will be without prejudice to any other rights we or you may have, will be subject to our or your continuing review, and may be revoked by the party granting the waiver at any time and for any reason; provided, however, that any waived breach may not later be used as a ground for terminating this Agreement. Any waiver must be in writing to be enforceable. Our failure to complain or declare that you are in breach of the terms of this Agreement or our failure to give or withhold our approval as provided in this Agreement will not, except as otherwise provided in this Agreement, constitute a waiver of such breach or of such right to withhold our approval. We will

not be deemed to waive or impair any of our rights under this Agreement because of our waiver of or failure to exercise any right, whether of the same, similar, or different nature, with other Studios or because of the existence of franchise or license agreements for other Studios which contain provisions different from those contained in this Agreement.

(e) **Construction.** The headings in this Agreement are for convenience of reference and are not a part of this Agreement and will not affect the meaning or construction of any of its provisions. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. The words “**include**,” “**including**,” and words of similar import shall be interpreted to mean “including, but not limited to” and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter.

(f) **Additional Terms; Inconsistent Terms.** The parties may provide additional terms by including the terms on Appendix A. To the extent that any provisions of Appendix A are in direct conflict with the provisions of this Agreement, the provisions of Appendix A shall control.

20. INDEPENDENT CONTRACTOR

This Agreement does not create, nor does any conduct by us create, a fiduciary or other special relationship or make you or us an agent, legal representative, joint venturer, partner, employee or servant of each other for any purpose. You are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to create any obligation, express or implied, on our behalf. You are, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Studio and its business, including any personal property, Operating Assets, or real property and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the Studio. Further, we and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. We do not have the right or power to supervise or discipline any of your employees; to determine the hiring, firing, compensation, or terms or conditions of employment of any of your employees; or otherwise to control the labor relations between you and your employees. We have no relationship with your employees, and you have no relationship with our employees.

21. DISPUTE RESOLUTION

(a) **Arbitration.** All disputes between us (and/or our Affiliates, and/or our and their respective owners, officers, directors, members, agents, and employees) and you (and/or your Owners, Affiliates, officers, directors, members, agents, and employees) arising out of or related to this Agreement or any provision of this Agreement (including the validity and scope of the arbitration obligation under this Section 21 or other issues of arbitrability, which we and you acknowledge is to be determined by an arbitrator, not a court), any other agreement between us (or our Affiliate) and you, or any aspect of our and your relationship, will be determined exclusively by binding arbitration to be conducted under the then-current commercial arbitration rules of the American Arbitration Association. The arbitration will be heard before one arbitrator, unless the damages sought exceed \$1,000,000, in which case the arbitration will be heard before three arbitrators (one selected by us, one selected by you, and the third selected by the two party-appointed arbitrators). Arbitration proceedings must be held exclusively in the city in which we have our principal place of business at the time of the filing of the arbitration (currently, Boca Raton, Florida). Judgment upon the award may be entered in any court of competent jurisdiction.

The provisions of this Section are intended to benefit and bind certain third-party nonsignatories and will continue in full force and effect after this Agreement's expiration or termination.

(b) Conduct of Arbitration. In any arbitration proceeding, each party in the arbitration must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. In any arbitration, each party in the arbitration will be bound by the provisions of any limitation on the period of time in which claims must be brought under Applicable Laws or this Agreement, whichever expires earlier. The arbitrators must follow Applicable Laws and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us and will not have the right to declare any Mark generic or otherwise invalid. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Section 19(d) (Waiver of Obligations).

(c) Individual Actions. Arbitration must be conducted on an individual basis, and not on a joint, collective, consolidated, or class-wide basis. Only we (and/or our Affiliates, and our and their respective owners, officers, directors, agents, members, and employees) and you (and/or your Owners, Affiliates, officers, directors, agents, members, and employees, if applicable) may be the parties to any arbitration proceeding; and no such arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or Entity. Notwithstanding the foregoing or anything to the contrary in this Section 21 or Section 19(c) (Severability), if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 21, then all parties agree that this arbitration clause will not apply to that dispute and that such dispute will be resolved in a judicial proceeding in the Selected Courts (as defined in Section 21(e) (Right to Injunctive Relief)).

(d) Relief. The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 21(h) (Waiver of Punitive Damages), award any special, consequential, exemplary, or punitive damages against any party to the arbitration (such parties hereby waive to the fullest extent permitted by law, except as expressly provided in Section 21(h) (Waiver of Punitive Damages), any right to or claim for any special, consequential, exemplary, or punitive damages against the other parties).

(e) Right to Injunctive Relief. Notwithstanding our and your agreement to arbitrate, either party will have the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction with respect to any dispute subject to arbitration; provided, however, that such party must contemporaneously submit the dispute for arbitration on the merits as provided in Section 21(a) (Arbitration). You must make any request for a temporary restraining order or for temporary or preliminary injunctive relief exclusively in the United States District Court for the District in which we have our principal place of business at the time of filing (currently the United States District Court for the Southern District of Florida) or if federal subject matter jurisdiction is lacking, in the appropriate state court closest to our principal place of business at the time of filing (collectively, the "**Selected Courts**"). We may make any request for a temporary restraining order or for temporary or preliminary injunctive relief in the

Selected Courts or in any federal or state court with jurisdiction. You and your Owners irrevocably consent to the Selected Courts' jurisdiction over you and your Owners and waive any argument that any other forum is a more convenient forum. In addition to any other relief available at law or equity, we will have the right to obtain restraining orders or temporary or permanent injunctions to: (i) enforce, among other matters, the provisions of this Agreement related to the System; (ii) enforce your obligations on termination or expiration of this Agreement; and (iii) prohibit any act or omission by you or your employees that is a violation of Applicable Laws or that threatens the Intellectual Property.

(f) Governing Law. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act or other federal law, this Agreement, the Franchise, and all claims arising from or related to the relationship between us and you, will be governed by the laws of the State of Florida, without regard to its conflict of laws principles, except that any Florida law regulating the sale of franchises, licenses, or business opportunities, or governing the relationship of a franchisor and its franchisee or the relationship of a licensor and its licensee, or involving unfair or deceptive acts or practices, will not apply unless its jurisdictional requirements are met independently without reference to this Section.

(g) Waiver of Jury Trial. **WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU (OR YOUR OWNERS) OR US. WE AND YOU EACH ACKNOWLEDGE THAT WE AND YOU MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERATION OF THIS WAIVER'S RAMIFICATIONS**

(h) Waiver of Punitive Damages. **EXCEPT FOR YOUR OBLIGATIONS TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 18(A) (INDEMNIFICATION), WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES HE, SHE, OR IT SUSTAINS.**

(i) Limitations of Claims. **EXCEPT FOR (i) YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 18(A) (INDEMNIFICATION), (ii) CLAIMS ARISING FROM YOUR (OR YOUR OWNERS') UNAUTHORIZED USE OF OUR INTELLECTUAL PROPERTY, and (iii) CLAIMS ARISING FROM YOUR NON-PAYMENT OF ANY AMOUNTS DUE UNDER THIS AGREEMENT, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A LEGAL PROCEEDING (IN THE REQUIRED OR PERMITTED FORUM) IS COMMENCED WITHIN TWO YEARS FROM THE DATE ON WHICH THE VIOLATION, ACT, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.**

(j) Costs and Attorneys' Fees. You (and your Owners) agree to reimburse us for all expenses we reasonably incur (including attorneys' fees): (i) to enforce the terms of this Agreement or any obligation owed to us by you and/or the Owners (whether or not we initiate a legal proceeding, unless we initiate and fail to prevail in such court, arbitration, or other formal legal proceeding); and (ii) in the defense of any claim you and/or the Owners assert against us

on which we prevail in court, arbitration, or other formal legal proceedings. We agree to reimburse you for all expenses you reasonably incur (including attorneys' fees): (i) to enforce the terms of this Agreement or any obligation owed to you by us (whether or not you initiate a legal proceeding, unless you initiate and fail to prevail in such court, arbitration, or other formal legal proceeding); and (ii) in the defense of any claim we assert against you on which you prevail in court, arbitration, or other formal legal proceedings.

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

22. MISCELLANEOUS

(a) Third-Party Beneficiaries. Except as provided in the indemnification and arbitration Sections and this Section, nothing in this Agreement is intended, or will be deemed, to confer any rights or remedies upon any person or legal Entity not a party to this Agreement. If an Affiliate has licensed the System and/or the Marks to us, such Affiliate (and any third party that is entitled to exercise such Affiliate's rights) shall be a third-party beneficiary of our rights (but none of our duties, obligations, or liabilities) under this Agreement.

(b) No Liability. You agree that none of our or our Affiliates' past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, Affiliates, controlling parties, suppliers, agents, attorneys, representatives, or Entities under common control, ownership or management will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement, (ii) any claim against us based on, in respect of, or by reason of, the relationship between you and us, or (iii) any claim against us based on any alleged unlawful act or omission of us.

(c) Consent. Whenever our prior written approval or consent is required under this Agreement, you agree to make a timely written request to us for such consent. Our approval or consent must be in writing and signed by an authorized officer to be effective. Except where this Agreement expressly obligates us reasonably to approve any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed or effected actions that require our approval.

(d) Force Majeure. As used in this Section, a "**Force Majeure Event**" is one of the following events which is not caused by, influenced or contributed to by, or within the control of a party (using all lawful means available to such party to exert control over such event): fire, hurricane, tornado, typhoon, flood (other than a flood caused by a defect in the party's premises), earthquake, or other natural disaster. As to us, a Force Majeure Event also includes an unauthorized computer intrusion or hacking. If a Force Majeure Event renders a party's performance of its obligations under this Agreement impossible (not merely more costly or more inconvenient) the affected party's obligations that are so affected will be suspended solely to the extent and during the resulting period that such party's performance of such obligation is rendered impossible; provided however, that the affected party shall promptly notify the other party, in writing, that a Force Majeure Event has occurred, the manner and extent to which such party's obligations have been impacted, and the estimated period during which the party's performance of such obligations is expected to be impacted. A Force Majeure Event shall not suspend a party's payment obligations for monies owed or any other obligations that are not rendered impossible

by the Force Majeure Event. The Term shall not be suspended during, or extended as a result of, a Force Majeure Event.

(e) Notices and Payments. All approvals, requests, notices, and reports required or permitted under this Agreement will not be effective unless in writing and delivered to the party entitled to receive the notice in accordance with this Section.

(i) To Us. You may deliver all routine requests for approval, day-to-day operational communications, and reports to the e-mail addresses that we designate in writing from time to time, but you must deliver all legal notices (including notices related to defaults, terminations, renewals, and Transfers) (a) personally; (b) by certified or registered United States mail, postage prepaid; or (c) by a nationally recognized overnight delivery service to the following address (which we may change upon delivery of written notice to you): OTF FRANCHISOR, LLC, 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, FL 33487, Attn: Legal Department.

(ii) To You. We may deliver all communications to you, including legal notices (such as notices related to defaults, terminations, renewals, and Transfers), to the Orangetheory Fitness® e-mail address that we assign to you or (a) personally; (b) by certified or registered United States mail, postage prepaid; or (c) by a nationally recognized overnight delivery service to the Studio address or the address listed on Appendix A (which you may change upon delivery of written notice to us).

(iii) Timing of Receipt. All approvals, requests, notices, reports, and payments will be deemed delivered (a) at the time delivered by hand; (b) one Business Day after sending by e-mail; or (c) upon attempted delivery when sent by registered or certified mail or overnight delivery service.

(f) Time. Time is of the essence of this Agreement and each and every provision.

(g) Binding Effect. The delivery of this Agreement to you is not an offer. Therefore, this Agreement will not be binding upon us until it is first signed by you, tendered to us for our acceptance, and signed by us. Once accepted by us, this Agreement is binding upon and will inure to the benefit of us and you and our and your respective successors and permitted assigns. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. Electronic signatures are expressly authorized. Faxed, scanned, or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

(h) Varying Standards. We specifically reserve the right and privilege, in our sole and absolute discretion and as we may deem in the best interests of all concerned in any specific instance, to vary System Standards and franchise agreement provisions for any franchisee or prospective franchisee based upon the peculiarities of a particular Site or circumstance, density of population, business potential, population or trade area, existing business practices, or any other condition which we deem to be of importance to the successful operation of such franchisee's business. We will not be required to grant you a like or similar variation.

(i) Exercise of Our Business Judgment. We have the right, in our sole judgment, to operate, develop and change the System in any manner that is not specifically prohibited by this Agreement. Whenever we have reserved in this Agreement a right to take or withhold an action, or to grant or decline to grant you a right to take or omit an action, we may, except as otherwise

specifically provided in this Agreement, make our decision or exercise our rights based on the information readily available to us and our judgment of what is in our and/or our franchise network's best interests at the time our decision is made, regardless of whether we could have made other reasonable or even arguably preferable alternative decisions or whether our decision or the action we take promotes our financial or other individual interest.

23. REPRESENTATIONS AND ACKNOWLEDGEMENTS

(a) Acknowledgments. You acknowledge and agree that:

(i) you have received an execution ready copy of this Agreement at least seven calendar days before you executed this Agreement or any related agreements or paid any consideration to us. You have also received a Franchise Disclosure Document (“FDD”) required by applicable state and/or federal laws, including a form of this Agreement, at least 14 calendar days (or such longer time period as required by applicable state law) before you executed this Agreement or any related agreements or paid any consideration to us;

(ii) the terms, conditions, and covenants contained in this Agreement are reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at each Studio and to protect and preserve the goodwill of the Marks; and

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

(b) Acknowledgements in Certain States. The following acknowledgements apply to all franchisees and Studios, except those that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin. You acknowledge and agree that:

(i) you have reviewed this Agreement and the FDD and have been given ample opportunity to consult with, and ask questions of, our representatives regarding the documents;

(ii) you have not received or relied on any representations made about the ORANGETHEORY® franchise opportunity by us, our Affiliates, or any of our or their officers, directors, owners, employees, or agents that are contrary to the statements made in our FDD or to the terms and conditions of this Agreement;

(iii) you are not relying upon any information furnished by us or our representatives other than the information contained in this Agreement and the FDD;

(iv) except as may be stated in the FDD, neither we, nor any of our Affiliates, nor any of our or our Affiliates' officers, agents, employees, or representatives have made any representation to you, express or implied, as to the historical revenues, earnings, or profitability of any Studio or the anticipated revenues, earnings, or profitability of the

business subject to the Franchise or any other business operated by us, our licensees, our franchisees, or our Affiliates;

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

(vi) any statement regarding the potential or probable revenues, sales or profits of the business venture or statistical information regarding any existing Studio owned by us or our Affiliates or that is not contained in our FDD (other than those from Studio franchisees) is unauthorized, unwarranted and unreliable and should be reported to us immediately. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, sales, profits or success of the business venture contemplated by this Agreement or the extent to which we will continue to develop and expand the network of Studios;

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

(viii) an investment in a Studio involves business risks;

(ix) your business abilities and efforts are vital to the success of the venture;
and

(x) we have advised you to have this Agreement reviewed and explained to you by an attorney, and you have been given ample time to do so.

If there are any exceptions to any of the foregoing, you must, prior to your execution of this Agreement, immediately notify our General Counsel.

(c) Representations. You represent to us, as an inducement to our entry into this Agreement, that all statements you have made and all materials you have submitted to us in connection with your purchase of the Franchise are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the Franchise. This Agreement has been duly authorized and executed by you or on your behalf and constitutes your valid and binding obligation, enforceable in accordance with its terms, subject to applicable bankruptcy, moratorium, insolvency, receivership, and other similar laws affecting the rights of creditors generally. We have approved your request to purchase a franchise in reliance on all of your representations.

(d) Terrorist Acts. You acknowledge that under applicable U.S. law, including Executive Order 13224, signed on September 23, 2001 (the "**Order**"), we are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Order. Accordingly, you represent and warrant to us that, as of the date of this Agreement, neither you nor any person holding any ownership interest in you, controlled by you, or under common control with you is designated under the Order as a person with whom business may not be transacted by us, and that you: (i) do not, and hereafter will not, engage in any terrorist activity; (ii) are not affiliated with and do not support any individual or Entity engaged in, contemplating, or supporting terrorist activity; and (iii) are not

acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or Entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support

(e) No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and Studios that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature Page Follows]

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

FRANCHISOR:

OTF FRANCHISOR, LLC

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

FRANCHISEE:

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

APPENDIX A
TO THE FRANCHISE AGREEMENT

FRANCHISEE-SPECIFIC TERMS

1. Effective Date: _____

2. Franchisee's Name: _____

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

4. Ownership of Franchisee (Section 1(g)):

If the franchisee is an Entity (as defined in the Agreement), the following persons constitute all of the owners of a legal and/or beneficial interest in the franchisee:

Owner's Name and Address	Description of Interest	% of Ownership

5. Managing Owner: _____

6. Area Representative (Recital C): _____

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

8. Franchise Fee (Section 5(a)): \$59,950 _____

9. Site Acceptance Deadline (Section 3(a)(v)):

Four months after the Effective Date _____

10. Site Acquisition Deadline (Section 3(b)(v)):

Six months after the Effective Date _____

11. Opening Deadline (Section 3(e)):

12 months after the Effective Date _____

12. Franchisee's Contact Information for Notices (Section 22(e)): _____

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

Accepted and agreed:

FRANCHISOR

OTF FRANCHISOR, LLC

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

[FRANCHISEE NAME]

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

TO APPENDIX A OF THE FRANCHISE AGREEMENT

STUDIO DETAIL SCHEDULE

(to be completed by us and signed by both parties after you have delivered an approved, signed Site Agreement to us)

The following terms supplement, modify, and form an integral part of the Franchise Agreement dated _____:

1. The “**Site**” (Section 1(a)) is: _____

2. The “**Territory**” (Section 1(c)) is: _____

as further depicted in Schedule 2 to Appendix A.

3. The “**Expiration Date**” (Section 2(a)) is:
 10 years from the Effective Date _____

The Parties agree that, effective on the date this Schedule is signed by the Franchisor, (i) the site listed above shall be the “Site” pursuant to Section 1(a) (Rights Granted) of this Agreement, (ii) the territory listed above shall be the “Territory” pursuant to Section 1(c) (Determination of the Territory) of this Agreement, and (iii) the expiration date listed above shall be the “Expiration Date” pursuant to Section 2(a) (Term) of this Agreement.

Accepted and agreed:

FRANCHISOR

FRANCHISEE

OTF FRANCHISOR, LLC

[FRANCHISEE NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 2
TO APPENDIX A OF THE FRANCHISE AGREEMENT
TERRITORY MAP

APPENDIX B

Guaranty of Performance

OWNER'S GUARANTY

In consideration of, and as an inducement to, the execution by OTF FRANCHISOR, LLC. (“**Franchisor**”) of that certain ORANGETHEORY® Franchise Agreement, dated _____, 20____, by and between _____ (“**Franchisee**”) and Franchisor (as the same from time to time may be amended, modified, extended or renewed, the “**Franchise Agreement**”), the undersigned (collectively referred to as the “**Guarantors**” and individually referred to as a “**Guarantor**”) hereby covenant and agree as follows:

1. Guarantee of Payment and Performance. The Guarantors jointly and severally unconditionally guarantee to Franchisor and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Franchisee to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Franchise Agreement or otherwise, together with any extension, renewal, or modification thereof in whole or in part (the “**Guaranteed Liabilities**”). The Guarantors agree that if any of the Guaranteed Liabilities are not so paid or performed by Franchisee when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys’ fees) paid or incurred in endeavoring to enforce this Guarantee or the payment of any Guaranteed Liabilities. The Guarantors represent and agree that they have each reviewed a copy of the Franchise Agreement and have had the opportunity to consult with counsel to understand the meaning and import of the Franchise Agreement and this Guarantee.

2. Waivers by Guarantors. The Guarantors waive presentment, demand, notice of dishonor, protest, and all other notices whatsoever, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes, or controversies between Franchisor and Franchisee and of the settlement, compromise, or adjustment thereof. This Guarantee is primary and not secondary, and will be enforceable without Franchisor having to proceed first against Franchisee or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee will be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee.

3. Term; No Waiver. This Guarantee will be irrevocable, absolute, and unconditional and will remain in full force and effect as to each of the Guarantors until the later of (i) such time as all Guaranteed Liabilities of Franchisee to Franchisor and its affiliates have been paid and satisfied in full or (ii) the Franchise Agreement and all obligations of Franchisee thereunder expire. This Guarantee will continue in full force and effect for (and as to) any extension or modification of the Franchise Agreement and despite the transfer of any interest in the Franchise Agreement or Franchisee, and each of the Guarantors waives notice of any and all renewals, extensions, modifications, amendments, or transfers. No delay or failure on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude other further exercise of such right or any other right or remedy.

4. Other Covenants. Each of the Guarantors agrees to comply with the provisions of Sections 9 (Evaluations, Audits and Reports), 10 (Transfer), 12 (Intellectual Property), 13 (Confidential Information), 14 (Non-Compete), 15 (Innovations), and 16 (Indemnification) of the Franchise Agreement as though each such Guarantor were the “Franchisee” named in the Franchise Agreement. Each Guarantor agrees to take any and all actions as may be necessary

or appropriate to cause Franchisee to comply with the Franchise Agreement and will not take any action that would cause Franchisee to be in breach of the Franchise Agreement.

5. Dispute Resolution. Section 21 (Dispute Resolution) of the Franchise Agreement is hereby incorporated herein by reference and will be applicable to any all disputes between Franchisor and any of the Guarantors, as though Guarantor were the “Franchisee” referred to in the Franchise Agreement.

6. Miscellaneous. This Agreement will be binding upon the Guarantors and their respective heirs, executors, successors, and assigns, and will inure to the benefit of Franchisor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guarantee to be duly executed as of the day and year first above written.

GUARANTORS:

:

Signature

Address:

Date: _____

Signature

Address:

Date: _____

Signature

Address:

Date: _____

Signature

Address:

Date: _____

APPENDIX C

Nondisclosure and Noncompetition Agreements

NONDISCLOSURE AGREEMENT

This Agreement is dated [DATE]. The parties are [NAME OF FRANCHISEE] (referred to as “we”, “us”, and “our”), located at [ADDRESS], and [NAME OF INDIVIDUAL TO BE BOUND] (referred to as “you” and “your”). You are signing this Agreement in consideration of, and as a condition to, your association with us and the compensation, dividends, or other payments and benefits you will receive from us.

BACKGROUND

We are a franchisee of OTF Franchisor, LLC (“OTF”) under a Franchise Agreement dated [DATE] (the “Franchise Agreement”). We have a license to use the certain trademarks designated by OTF (the “Marks”), certain policies and procedures used in ORANGETHEORY® businesses (the “System”), and the Confidential Information developed and owned by OTF in our ORANGETHEORY® studio (the “Studio”). OTF recognizes that, in order for us to effectively operate our business, our employees, owners, independent contractors, and related individuals must have access to certain confidential information and trade secrets owned by OTF. Disclosure of this confidential information and trade secrets to unauthorized persons, or its use for any purpose other than the operation of our business, would harm OTF, other franchise owners, and us. Accordingly, OTF requires us to have you to sign this Agreement.

AGREEMENT

1. Confidential Information. As used in this Agreement, “Confidential Information” means all manuals, trade secrets, know-how, methods, procedures, techniques, training materials, information, standards and specifications, and marketing and pricing techniques relating to the Studio, the System, or OTF’s business. In addition, Confidential Information includes all marketing plans, advertising plans, business plans, financial information, member information, employee information, supplier information, independent contractor information and other confidential information of OTF, OTF’s affiliates, or us (collectively, the “Interested Parties”) that you obtain during your association with us. Confidential Information does not include (i) information that is part of the public domain or becomes part of the public domain through no fault of you, (ii) information disclosed to you by a third party having legitimate and unrestricted possession of such information, or (iii) information that you can demonstrate by clear and convincing evidence was within your legitimate and unrestricted possession when your association with us began.

2. Nondisclosure. You agree not to use or disclose, or permit anyone else to use or disclose, any Confidential Information to anyone outside of our organization (other than the Interested Parties) and not to use any Confidential Information for any purpose except to carry out your duties as our employee or as an independent contractor to us. You also agree not to claim any ownership in or rights to Confidential Information and not to challenge or contest our, OTF’s, or OTF’s affiliates’ ownership of it. These obligations apply both during and after your association with us.

3. Return of Confidential Information. You agree that you may not retain any Confidential Information after your association with us ends. Accordingly, if your association with us ends for any reason, you agree to return to us all records described in Paragraph 1, all other Confidential Information, and any authorized or unauthorized copies of Confidential Information that you may have in your possession or control.

4. Remedies. If you breach or threaten to breach this Agreement, you agree that we will be entitled to injunctive relief (without posting bond) as well as a suit for damages.

5. Severability. You acknowledge and agree that (i) the covenants contained in Paragraphs 2 and 3 are essential elements of this Agreement and that without their inclusion, we would not have associated with you; (ii) you have received sufficient and valid consideration in exchange for those covenants; (iii) enforcement of the same would not impose undue hardship; and (v) the period of protection provided by these covenants shall be extended by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. If any part of this Agreement is declared invalid for any reason, the invalidity will not affect the remaining provisions of this Agreement. If a court finds any provision of this Agreement to be unreasonable or unenforceable as written, you agree that the court can modify the provision to make it enforceable and that you will abide by the provision as modified.

6. Independent Agreement. The Agreement is independent of any other obligations between you and us. This means that it is enforceable even if you claim that we breached any other agreement, understanding, commitment or promise.

7. Third Party Right of Enforcement. You are signing this Agreement not only for our benefit, but also for the benefit of OTF and OTF's affiliates. We, OTF, and OTF's affiliates have the right to enforce this Agreement directly against you.

8. Not An Employment Agreement. This is not an employment agreement. Nothing in this Agreement creates or should be taken as evidence of an agreement or understanding by us, express or implied, to continue your association with us for any specified period.

9. Modification and Waiver. Your obligations under this Agreement cannot be waived or modified except in writing.

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

11. Attorneys' Fees. If we take legal action to enforce this Agreement, we will be entitled to recover from you all of our costs, including reasonable attorneys' fees, to the extent that we prevail on the merits.

12. Representation. You certify that you have read and fully understand this Agreement, and that you entered into it willingly.

WITNESS

YOU

Printed Name: _____

Date: _____

Address for Notices:

E-Mail: _____

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This Agreement is dated [DATE]. The parties are [NAME OF FRANCHISEE] (referred to as “we”, “us”, and “our”), located at [ADDRESS], and [NAME OF INDIVIDUAL TO BE BOUND] (referred to as “you” and “your”). You are signing this Agreement in consideration of, and as a condition to, your association with us and the compensation, dividends, or other payments and benefits you will receive from us.

BACKGROUND

We are a franchisee of OTF Franchisor, LLC (“OTF”) under a Franchise Agreement dated [DATE] (the “**Franchise Agreement**”). We have a license to use the certain trademarks designated by OTF (the “**Marks**”), certain policies and procedures used in ORANGETHEORY® businesses (the “**System**”), and the Confidential Information developed and owned by OTF in our ORANGETHEORY® studio (the “**Studio**”). Disclosure of this confidential information and trade secrets to unauthorized persons, or its use for any purpose other than the operation of our business, would harm OTF, other franchise owners, and us. Accordingly, OTF requires us to have you to sign this Agreement.

AGREEMENT

1. Confidential Information. As used in this Agreement, “**Confidential Information**” means all manuals, trade secrets, know-how, methods, procedures, techniques, training materials, information, standards and specifications, and marketing and pricing techniques relating to the Studio, the System, or OTF’s business. In addition, Confidential Information includes all marketing plans, advertising plans, business plans, financial information, member information, employee information, supplier information, independent contractor information and other confidential information of OTF, OTF’s affiliates, or us (collectively, the “**Interested Parties**”) that you obtain during your association with us. Confidential Information does not include (i) information that is part of the public domain or becomes part of the public domain through no fault of you, (ii) information disclosed to you by a third party having legitimate and unrestricted possession of such information, or (iii) information that you can demonstrate by clear and convincing evidence was within your legitimate and unrestricted possession when your association with us began.

2. Nondisclosure. You agree not to use or disclose, or permit anyone else to use or disclose, any Confidential Information to anyone outside of our organization (other than the Interested Parties) and not to use any Confidential Information for any purpose except to carry out your duties as our employee or as an independent contractor to us. You also agree not to claim any ownership in or rights to Confidential Information and not to challenge or contest our, OTF’s, or OTF’s affiliates’ ownership of it. These obligations apply both during and after your association with us.

3. Return of Confidential Information. If your association with us ends for any reason, you must return to us all records described in Paragraph 1, all other Confidential Information, and any authorized or unauthorized copies of Confidential Information that you may have in your possession or control. You may not retain any Confidential Information after your association with us ends.

4. Competitive Business. A “**Competitive Business**” is (i) any business activity involving (a) an athletic or fitness center, health club, gymnasium, exercise or aerobics facility, (b)

an indoor or outdoor boot camp style fitness program, or (c) one or more similar facilities or businesses offering health and fitness training to the public through access to classes, training personnel and/or fitness equipment; (ii) any entity that grants franchises or licenses for any of the businesses described in numerette (i); or (iii) any business in which Confidential Information could be used to the disadvantage of OTF, its affiliates, us, or other ORANGETHEORY® franchisees.

5. Noncompete During Association. You may not, during your association with us, without our prior written consent:

(i) own, manage, engage in, be employed by, advise, make loans to, act as lessor to, otherwise support (other than as a customer), or have any other interest in any Competitive Business located or operating anywhere;

(ii) interfere with our, OTF's, OTF's Affiliate's, or OTF's other franchisees' relationships with any vendors or suppliers;

(iii) direct, or attempt to direct, any prospective or existing business or economic opportunities away from us, OTF, our or OTF's Affiliate, the Studio, or any other ORANGETHEORY® Studio to a Competitive Business; or

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

6. Noncompete After Association Ends. For two years after your association with us ends for any reason you may not, without our prior written consent, directly or indirectly:

(i) own, manage, engage in, be employed by, advise, make loans to, act as lessor to, otherwise support (other than as a customer), interfere with our or any other Studio owner's relationships with any vendors or suppliers; or have any other interest in any Competitive Business located or operating: (a) at the site of the Studio; (b) within a 10-mile radius of the Studio; or (c) within a 10-mile radius of any other ORANGETHEORY® Studio in operation or under development on the effective date of termination or expiration of this, except the restrictions in this numerette (i) shall not apply if you are one of our employees; or

(ii) interfere with our, OTF's, OTF's Affiliate's, or OTF's other franchisees' relationships with any vendors or suppliers;

(iii) direct, or attempt to direct, any prospective or existing business or economic opportunities away from us, OTF, our or OTF's Affiliate, the Studio, or any other ORANGETHEORY® Studio to a Competitive Business; or

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

7. Remedies. If you breach or threaten to breach this Agreement, you agree that we will be entitled to injunctive relief (without posting bond) as well as a suit for damages.

8. Severability. You acknowledge and agree that (i) the restrictive covenants contained in Paragraphs 5 and 6 are essential elements of this Agreement and that without their inclusion, we would not have associated with you; (ii) the time, territory, and scope of the covenants provided in Paragraphs 5 and 6 are reasonable and necessary for the protection of our legitimate business interests; (iii) you have received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship; and (v) the

period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. If any part of this Agreement is declared invalid for any reason, the invalidity will not affect the remaining provisions of this Agreement. If a court finds any provision of this Agreement to be unreasonable or unenforceable as written, you agree that the court can modify the provision to make it enforceable and that you will abide by the provision as modified.

9. Independent Agreement. The Agreement is independent of any other obligations between you and us. This means that it is enforceable even if you claim that we breached any other agreement, understanding, commitment or promise.

10. Third Party Right of Enforcement. You are signing this Agreement not only for our benefit, but also for the benefit of OTF and OTF's affiliates. We, OTF, and OTF's affiliates have the right to enforce this Agreement directly against you.

11. Not An Employment Agreement. This is not an employment agreement. Nothing in this Agreement creates or should be taken as evidence of an agreement or understanding by us, express or implied, to continue your association with us for any specified period.

12. Modification and Waiver. Your obligations under this Agreement cannot be waived or modified except in writing.

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

14. Attorneys' Fees. If we have to take legal action to enforce this Agreement, we will be entitled to recover from you all of our costs, including reasonable attorneys' fees, to the extent that we prevail on the merits.

15. Representation. You certify that you have read and fully understood this Agreement, and that you entered into it willingly.

WITNESS

YOU

Printed Name: _____

Date: _____

Address for Notices:

E-Mail: _____

APPENDIX D

Current Form of Lease Addendum

**OTF FRANCHISOR, LLC'S
REQUIRED FRANCHISOR LEASE ADDENDUM**

RIDER AND SPECIAL STIPULATIONS

TO LEASE AGREEMENT DATED _____
BY AND BETWEEN

_____, AS "LANDLORD"

AND

_____, AS "TENANT" FOR THE DEMISED
PREMISES ("PREMISES") DESCRIBED THEREIN

This Rider and Special Provisions (the "**Rider**") and the provisions hereof are hereby incorporated into the body of the lease to which this Rider is attached (the "**Lease**"), and the provisions hereof shall be cumulative of those set forth in the Lease, but to the extent of any conflict between any provisions of this Rider and the provisions of the Lease, this Rider shall govern and control.

1. Consent to Collateral Assignment to Franchisor; Disclaimer. Landlord acknowledges that Tenant intends to operate an ORANGETHEORY® studio in the Premises, and that Tenant's rights to operate an ORANGETHEORY® studio and to use the trade and service marks set forth on Exhibit "A" to this Rider are solely pursuant to a franchise agreement dated _____, 20__ (the "**Franchise Agreement**") between Tenant and OTF Franchisor, LLC (the "**Franchisor**"). Tenant's operations at the Premises are independently owned and operated. Landlord acknowledges that Tenant alone is responsible for all obligations under the Lease unless and until Franchisor or another franchisee expressly, and in writing, assumes such obligations and takes actual possession of the Premises. Notwithstanding any provisions of this Lease to the contrary, Landlord hereby consents, without payment of a fee and without the need for further Landlord consent, to (i) the collateral assignment of Tenant's interest in this Lease to Franchisor to secure Tenant's obligations to Franchisor under the Franchise Agreement, and/or (ii) Franchisor's (or any entity owned or controlled by, or under common control or ownership with, Franchisor) succeeding to Tenant's interest in the Lease by mutual agreement of Franchisor and Tenant, or as a result of Franchisor's exercise of rights or remedies granted under such collateral assignment or as a result of Franchisor's termination of, or exercise of rights or remedies granted in or under, any other agreement between Franchisor and Tenant, and/or (iii) Tenant's, Franchisor's and/or any other franchisee of Franchisor's assignment of the Lease to another franchisee of Franchisor with whom Franchisor has executed its then-standard franchise agreement, Landlord, Tenant and Franchisor agree and acknowledge that simultaneously with such assignment pursuant to the immediately preceding sentence, Franchisor shall be released from all liability under the Lease or otherwise accruing after the date of such assignment (in the event Franchisor is acting as the assignor under such assignment), but neither Tenant nor any other franchisee shall be afforded such release in the event Tenant/such franchisee is the assignor unless otherwise agreed by Landlord. Landlord further agrees that all unexercised renewal or extension rights and other rights stated to be personal to Tenant shall not be terminated in the

event of any assignment referenced herein, but shall inure to the benefit of the applicable assignee.

2. Notice and Cure Rights to Franchisor. Prior to exercising any remedies hereunder (except in the event of imminent danger to the Premises), Landlord shall give Franchisor written notice of any default by Tenant, and commencing upon receipt thereof by Franchisor, Franchisor shall have five (5) additional days to the established cure period as is given to Tenant under the Lease for such default, provided that in no event shall Franchisor have a cure period of less than five (5) days after Franchisor's receipt of such notice. Landlord agrees to accept cure tendered by Franchisor as if the same was tendered by Tenant, but Franchisor has no obligation to cure such default. The initial address for notices to Franchisor is as follows:

OTF Franchisor, LLC
6000 Broken Sound Parkway NW, Suite 200
Boca Raton, FL 33487
Attention: Legal Department
legal@orangetheory.com

With a copy to:

Arnall Golden Gregory, LLP
Attention: Jonathan L. Neville, Esq.
171 17th Street, Suite 2100
Atlanta, GA 30363

3. Assignment Rights of Franchisor and Affiliates. Notwithstanding anything to the contrary contained in the Lease or this Rider, in the event Franchisor (or any entity owned or controlled by, or under common control or ownership with, Franchisor) becomes the "Tenant" entity under the Lease, whether pursuant to the terms of Section 1 of this Rider or otherwise consistent with the terms of the Lease, then as of and following such date of Franchisor's (or any entity owned or controlled by, or under common control or ownership with, Franchisor's) becoming "Tenant": (i) the transfer of equity interests among existing holders of equity interests in Tenant or any direct or indirect parent thereof, to or among family members, or to trusts for the benefit of any of such parties, (ii) the transfer of equity interests in Tenant or any direct or indirect parent thereof in connection with a public offering of equity interests, (iii) any transfer of equity interests in Tenant or any direct or indirect parent thereof, if Tenant or any direct or indirect parent of Tenant is a public company, (iv) any direct or indirect transfers, including any sale, of equity interests in Tenant or any affiliate thereof, or (v) any change in the members of the board of managers, directors, management or organization of Tenant or any affiliate thereof, shall not be deemed an assignment, subletting, change of control or other transfer of Tenant's interest in and to this Lease.

4. Radius and Relocation Clauses Ineffective. Notwithstanding anything as set forth in the Lease to the contrary or in conflict, in the event Franchisor (or any entity owned or controlled by, or under common control or ownership with, Franchisor) becomes the "Tenant" entity under the Lease, whether pursuant to the terms of Section 1 of this Rider or otherwise consistent with the terms of the Lease, then as of and following such date of Franchisor's (or any entity owned or controlled by, or under common control or ownership with, Franchisor's) becoming "Tenant": (i) all "radius" restrictions or other limitations contained within the Lease limiting the operation of other locations/stores/units within a certain geographic area shall be

of no further force or effect; and (ii) all rights of Landlord to directly or indirectly relocate the Premises shall be of no further force or effect.

5. Franchisor's Right to Enter. Landlord acknowledges that, under the Franchise Agreement, Franchisor or its appointee has the right to assume the management and operation of the Tenant's business, on Tenant's behalf, under certain circumstances (to-wit: Tenant's abandonment, Tenant's failure to timely cure its default of the Franchise Agreement, and while Franchisor evaluates its right to purchase the ORANGETHEORY® studio). Landlord agrees that Franchisor or its appointee may enter upon the Premises for purposes of assuming the management and operation of ORANGETHEORY® studio as provided in the Franchise Agreement and, if it chooses to do so, it will do so in the name of the Tenant and without assuming any direct liability under the Lease unless Franchisor exercises such rights to assume the Lease as set forth in Section 1 of this Rider. Further, upon the expiration or earlier termination of this Lease or the Franchise Agreement, Franchisor or its designee may enter upon the Premises for the purpose of removing all signs and other material bearing the ORANGE THEORY® Trademarks or other commercial symbols of Franchisor.

6. Third-Party Beneficiary. For so long as Franchisor holds a collateral assignment of the Lease, Franchisor is a third-party beneficiary of the Lease, including, without limitation, this Rider, and as a result thereof, shall have all rights (but not the obligation) to enforce the same.

7. Amendments. Tenant agrees that the Lease may not be terminated, modified or amended without Franchisor's prior written consent, nor shall Landlord accept surrender of the Premises without first providing Franchisor ten (10) days' prior written notice of same, during which time Franchisor may exercise its collateral assignment rights as provided herein. Tenant agrees to promptly provide Franchisor with copies of all proposed modifications or amendments and true and correct copies of the signed modifications and amendments.

8. Default Under Franchise Agreement. Any default under the Lease which is not cured by Tenant within any applicable cure period also constitutes grounds for termination of the Franchise Agreement.

9. Remaining Provisions Unaffected. Those parts of the Lease that are not expressly modified by this Rider remain in full force and effect.

10. Counterparts. This Rider may be executed in one or more counterparts, each of which shall cumulatively constitute an original. PDF/Faxed signatures of this Rider shall constitute originals of the same.

AGREED and executed and delivered under seal by the parties hereto as of the day and year of the Lease.

LANDLORD:

TENANT:

Address: _____

Address: _____

Phone: _____

Phone: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

ORANGE THEORY® Trademarks

ORANGE THEORY®

OT FIT®

OTF®



EXHIBIT C TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

OTF Franchisor, LLC

Financial Statements

December 31, 2023, 2022 and 2021

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

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Report of Independent Auditors

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

Opinion

We have audited the accompanying financial statements of OTF Franchisor, LLC (the "Company"), which comprise the balance sheets as of December 31, 2023, 2022 and 2021, and the related statements of income, of member's deficit and of cash flows for the years then ended, including the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.



In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Miami, Florida
May 14, 2024

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

(in thousands of US dollars)

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

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

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

(in thousands of US dollars)

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

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

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

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

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

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

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

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

OTF Franchisor, LLC

Notes to Financial Statements

December 31, 2023 and 2022

(in thousands of US dollars)

1. Organization

OTF Franchisor, LLC (“OTFF” or the “Company”) was formed as a Delaware limited liability company on December 10, 2018 and is a wholly owned subsidiary of OTF Funding, LLC (“OTFFU”), whose ultimate parent is Ultimate Fitness Holdings, LLC (“UFH”). The Company provides its franchisees, regional operators (“Area Representatives”) and international master franchisees the ability to develop and operate Orangetheory health and fitness studios under a comprehensive system developed by UFH. The studios operate as contemporary health and fitness facilities identified by an orange color scheme and trade dress, offering members access to exercise equipment, including cardio and strength equipment, and other related services and ancillary merchandise related to the Orangetheory concept.

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

2. Significant Accounting Policies

The Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements as well as the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

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

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

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

OTF Franchisor, LLC

Notes to Financial Statements

December 31, 2023 and 2022

(in thousands of US dollars)

Royalty Income

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

Franchise Fees

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

Studio Franchise Fees

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

Master Franchise Fees

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

Area Representative Fees

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

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

Transfer Fees

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

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

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

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

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(in thousands of US dollars)

Other Revenue

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

Technology Fees

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

Administrative Transfer Fees

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

Other Miscellaneous Revenue

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

Disaggregation of Revenues

Current accounting standards require that companies disaggregate revenue from contracts with customers into categories that depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors. The Company has included its revenues disaggregated in its statements of income to satisfy this requirement.

Sales Taxes

All revenue amounts are recorded net of applicable sales tax.

Allowance for Credit Losses

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

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

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Taxes Collected from Customers and Remitted to Government Authorities

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

Deferred Costs

The Company defers the incremental costs associated with the franchise sales facilitated by Area Representatives and these costs are recognized as commission expense over the term of the agreement as services required by the Company are performed. Incremental costs primarily relate to the portion of initial franchise fees received from new franchisees but due to the Area Representative under the terms of the agreement with the Area Representative and are directly attributable to an individual studio.

Advertising

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

Cash

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

Income Taxes

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

Fair Value Measurement

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

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

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

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

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

Comprehensive Income

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

3. Guarantee of Parent Company Debt

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

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

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

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

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4. Prepaid Expenses and Other Current Assets

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

	2023	2022
Prepaid expenses	\$ 1,458	\$ 1,875
Reimbursable expenses	259	1
	<u>\$ 1,717</u>	<u>\$ 1,876</u>

5. Accounts Payable and Accrued Expenses

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

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

6. Related Party Transactions

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

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

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

OTF Franchisor, LLC

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

7. Commitments and Contingencies

Legal

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

Concentrations of Risk

Credit Risk

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

Geographic Risks

Franchised studios and corporate-owned studios are primarily located throughout the U.S. Consequently, the operations of the Company are affected by fluctuations in the U.S. economy and the respective state and federal regulatory and economic environments. The Company is also affected by fluctuations in the economic environment of the foreign countries in which it maintains license agreements.

8. Members' Equity

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

9. Subsequent events

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OTF Franchisor, LLC

Notes to Financial Statements

December 31, 2022 and 2021

1. Organization

OTF Franchisor, LLC (“OTFF” or the “Company”) was formed as a Delaware limited liability company on December 10, 2018 and is a wholly owned subsidiary of OTF Funding, LLC (“OTFFU”), whose ultimate parent is Ultimate Fitness Holdings, LLC (“UFH”). The Company provides its franchisees, regional operators (“Area Representatives”) and international master franchisees the ability to develop and operate Orangetheory health and fitness studios under a comprehensive system developed by UFH. The studios operate as contemporary health and fitness facilities identified by an orange color scheme and trade dress, offering members access to exercise equipment, including cardio and strength equipment, and other related services and ancillary merchandise related to the Orangetheory concept.

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

2. Significant Accounting Policies

The Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements as well as the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

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

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

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

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Royalty Income

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

Franchise Fees

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

Studio Franchise Fees

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

Master Franchise Fees

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

Area Representative Fees

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

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

Transfer Fees

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

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

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

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

Other Revenue

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

Technology Fees

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

Administrative Transfer Fees

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

OTF Franchisor, LLC

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Other Miscellaneous contracts

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

Disaggregation of Revenues

Current accounting standards require that companies disaggregate revenue from contracts with customers into categories that depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors. The Company has included its revenues disaggregated in its statements of income to satisfy this requirement.

Sales Taxes

All revenue amounts are recorded net of applicable sales tax.

Allowance for Doubtful Accounts

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

Taxes Collected from Customers and Remitted to Government Authorities

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

Deferred Costs

The Company defers the incremental costs associated with the franchise sales facilitated by Area Representatives and these costs are recognized as commission expense over the term of the agreement as services required by the Company are performed. Incremental costs primarily relate to the portion of initial franchise fees received from new franchisees but due to the Area Representative under the terms of the agreement with the Area Representative and are directly attributable to an individual studio.

Advertising

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

OTF Franchisor, LLC

Notes to Financial Statements

December 31, 2022 and 2021

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

Cash

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

Income Taxes

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

Fair Value Measurement

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

- Level 1 Quoted market prices in active markets for identical assets or liabilities.
- Level 2 Observable market-based inputs or observable inputs that are corroborated by market data
- Level 3 Unobservable inputs reflecting the reporting entity's own assumptions.

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

Comprehensive Income

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

Recent Accounting Pronouncements

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

OTF Franchisor, LLC

Notes to Financial Statements

December 31, 2022 and 2021

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

3. Guarantee of Parent Company Debt

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

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

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

4. Prepaid Expenses and Other Current Assets

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

	2022	2021
Prepaid expenses	\$ 1,875,102	\$ 629,191
Reimbursable expenses	468	-
	<u>\$ 1,875,570</u>	<u>\$ 629,191</u>

OTF Franchisor, LLC
Notes to Financial Statements
December 31, 2022 and 2021

5. Accounts Payable and Accrued Expenses

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

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

6. Related Party Transactions

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

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

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

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

7. Commitments and Contingencies

Legal

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

OTF Franchisor, LLC
Notes to Financial Statements
December 31, 2022 and 2021

Concentrations of Risk

Credit Risk

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

Geographic Risks

Franchised studios and corporate-owned studios are primarily located throughout the U.S. Consequently, the operations of the Company are affected by fluctuations in the U.S. economy and the respective state and federal regulatory and economic environments. OTFF is also affected by fluctuations in the economic environment of the foreign countries in which it maintains license agreements.

8. Members' Equity

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

9. Subsequent events

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

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

OTF Franchisor, LLC
Unaudited Balance Sheet
April 30, 2024

Assets

Cash	\$	121,801
Accounts receivable		7,732,603
Prepaid expenses and other current assets		2,210,962
Deferred costs		7,913,345
Other assets		-
Total assets		<u>17,978,711</u>

Liabilities and Member's Deficit

Accounts payable and accrued expenses	2,628,459
Deferred income	26,939,368
Total liabilities	<u>29,567,827</u>
Members' deficit	(11,589,116)
Total liabilities and member's equity	<u>17,978,711</u>

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

Revenues

Royalty income	\$ 29,727,068
Franchise fees	2,531,180
Other revenue	10,990,522
Total assets	<u>43,248,770</u>

Operating Expenses

Commissions, area representatives	6,811,547
Selling, general, and administrative expenses	6,655,549
Total operating expenses	<u>13,467,096</u>
Net Income	<u>29,781,674</u>

**ANYTIME FITNESS, LLC AND
SUBSIDIARIES**

CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2023, 2022, and 2021

ANYTIME FITNESS, LLC AND SUBSIDIARIES
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INDEPENDENT AUDITOR'S REPORT

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

Opinion

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

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

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Anytime Fitness, LLC and Subsidiaries' ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Anytime Fitness, LLC and Subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about of Anytime Fitness, LLC and Subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control related matters that we identified during the audits.

Redpath and Company, LLC

REDPATH AND COMPANY, LLC
St. Paul, Minnesota

March 27, 2024

CONSOLIDATED FINANCIAL STATEMENTS

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

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

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

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

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

Statement 2

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

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

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

Statement 3

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

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

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

Statement 4

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

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

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Note 1 NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

Anytime Fitness, LLC (Anytime Fitness) was originally formed as a corporation in February 2002. On December 11, 2009, Anytime Fitness elected to change the legal form of its business to a limited liability company (LLC). Anytime Fitness is a direct, wholly owned subsidiary of Self Esteem Brands, LLC (SEB). SEB is a wholly owned subsidiary of Anytime Worldwide, LLC (AWW).

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

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

Anytime Fitness operates corporate-owned 24 hour fitness centers. These fitness centers are subject to the same fee structure as other franchisees.

Anytime Fitness has a master franchise agreement with a related party which allows the master to franchise and operate Anytime Fitness centers in Spain and Andorra. Anytime Fitness collects various recurring and nonrecurring fees from this master franchisee, which were not transferred to Anytime Fitness Franchisor.

SUBSIDIARY OPERATIONS

SEB SPV Guarantor LLC (SEB SPV) is a direct, wholly-owned subsidiary of Anytime Fitness. SEB SPV and its subsidiaries were formed during 2021 in connection with the SEB securitization transaction. SEB SPV is the holding company of and guarantees the obligations of SEB Funding LLC (SEB Funding or Issuer).

SEB Funding is a direct, wholly-owned subsidiary of SEB SPV. SEB Funding is the sole member of SEB Franchising Guarantor LLC, Healthy Contributions SPV LLC, PV Distribution LLC, SEB Distribution SPV LLC, and SEB Systems LLC. SEB Funding is the Issuer of the Series 2021-1 Notes (see Note 8).

SEB Systems LLC (SEB Systems) comprises the operations of its direct, wholly-owned subsidiaries (collectively, the “franchising entities”): Anytime Fitness Franchisor LLC, Waxing the City Franchisor LLC, Basecamp Fitness Franchisor LLC, and The Bar Method Franchisor LLC. The franchising entities are the franchisors of fitness centers, fitness studios, and waxing studios in the United States and foreign countries.

Anytime Fitness Franchisor LLC (Anytime Fitness Franchisor) franchises the right to open, operate, and manage fitness centers in the United States, Qatar, Colombia, and Cayman Islands. Franchisees pay Anytime Fitness Franchisor an initial franchise fee to acquire the franchise. Anytime Fitness Franchisor has various initial and ongoing obligations to franchisees, including training. During the term of the franchise agreement, franchisees pay royalties in amounts that vary according to the franchise agreement.

Anytime Fitness Franchisor also has master franchise agreements with entities that allow the master franchisees to franchise and operate Anytime Fitness centers in Australia, New Zealand, Mexico, Belgium, The Netherlands, Luxembourg, Japan, United Kingdom (including the Island of Guernsey, the Island of Jersey, and the Isle of Man), Ireland, Italy, India, Hong Kong, Singapore, Malaysia, the Philippines, Taiwan, Thailand, Indonesia, Macau, Morocco, South Korea, South Africa, Vietnam, Germany, Austria, France, and Canada.

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

Waxing the City Franchisor LLC (Waxing the City Franchisor) franchises the right to open, operate, and manage a business that offers a studio experience focused on facial and body waxing and the sale of related products or services in the United States. Franchisees pay Waxing the City Franchisor an initial franchise fee to acquire the franchise. During the term of the franchise agreement, franchisees pay royalties in amounts that vary according to the franchise agreement.

Basecamp Fitness Franchisor LLC (Basecamp Fitness Franchisor) franchises the right to open, operate, and manage fitness studios in the United States. Franchisees pay Basecamp Fitness Franchisor an initial franchise fee to acquire the franchise. During the term of the franchise agreement, franchisees pay royalties in amounts that vary according to the franchise agreement.

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

The Bar Method Franchisor LLC (Bar Method Franchisor) franchises the right to open, operate, and manage fitness studios in the United States and Canada. Franchisees pay Bar Method Franchisor an initial franchise fee to acquire the franchise. During the term of the franchise agreement, franchisees pay royalties in amounts that vary according to the franchise agreement.

Waxing the City Worldwide, LLC, Basecamp Fitness, LLC, and The Bar Method Franchising, LLC, affiliates of the Company, operate corporate-owned studios that are subject to the same fee structures as other franchisees.

SEB Franchising Guarantor LLC guarantees the obligations of the franchising entities.

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

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

Healthy Contributions SPV LLC (Healthy Contributions) is a billing processing company that assists in the transfer, processing, and distribution of funds and data for various fitness incentive programs.

Anytime Fitness Enterprises, LLC, a subsidiary of Anytime Fitness, is lessee of certain lease agreements for Anytime Fitness corporate-owned fitness centers.

Anytime Fitness China Holding (Hong Kong), Ltd., a subsidiary of Anytime Fitness, is a foreign holding company set up to hold assets and operations in China.

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

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BASIS OF PRESENTATION

The consolidated financial statements include the accounts of Anytime Fitness, LLC and its subsidiaries (collectively, the Company) and are prepared in accordance with accounting principles generally accepted in the United States of America. All significant intercompany balances and transactions are eliminated in consolidation.

USE OF ESTIMATES

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. The Company regularly assesses these estimates and, while actual results could differ, management believes that the estimates are reasonable.

CASH AND CASH EQUIVALENTS

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

RESTRICTED CASH

Restricted cash consists of franchisee contributions held in a general advertising and marketing fund. The use of the cash is restricted to advertising and marketing expenditures, as defined.

ACCOUNTS RECEIVABLE

Accounts receivable develop in the normal course of business. It is the policy of management to review the outstanding accounts receivable at year end for any expected losses, as well as bad debt expenses in the past, and establish an allowance for doubtful accounts for uncollectible amounts, if necessary. Bad debts are charged to expense when expected to be uncollectible. The allowance for doubtful accounts was \$165,000, \$260,000, and \$320,000 for the years ended December 31, 2023, 2022, and 2021, respectively. Accounts receivable are considered past due if any portion of the receivable balance is outstanding past the due date established by the Company.

INVENTORY VALUATION

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

PROPERTY AND EQUIPMENT AND DEPRECIATION METHODS

Property and equipment are recorded at cost. Expenditures for major additions and improvements are capitalized and minor replacements, maintenance, and repairs are charged to expense as incurred. When property and equipment are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the results of operations for the respective period. Depreciation is provided over the estimated useful lives of the related assets using the straight-line method for financial statement purposes. The estimated useful lives for fitness equipment and furniture are 5 to 7 years.

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Depreciation of leasehold improvements is computed using the straight-line method over the shorter of the remaining lease term or the estimated useful lives of the improvements.

IMPAIRMENT OF LONG-LIVED ASSETS, GOODWILL, AND INTANGIBLE ASSETS

Goodwill is the excess of the purchase price over the fair value of identifiable net assets acquired in business combinations accounted for under the acquisition method. The Company does not amortize goodwill but tests it for impairment annually.

The Company paid and capitalized fees for the development of international trademarks. These trademarks are amortized on the straight-line method over fifteen years. Trademarks acquired in a business combination are determined to have indefinite lives, therefore the Company does not amortize, but tests them annually for impairment. Franchise rights are amortized on a straight-line method over 5 years. Non-compete agreements are amortized on a straight-line method over 3 years.

The Company incurs costs related to internally developed software. Generally accepted accounting principles authorize software to be capitalized once technical feasibility has been established. Technical feasibility is established when the developer completes all the planning, designing, coding, and testing activities necessary to determine that the product can be produced according to its design specifications. These costs are amortized on the straight-line method over three years.

The Company accounts for cloud computing arrangements (arrangements that include software as a service, platform as a service, infrastructure as a service, and other similar hosting arrangements) that contain a software license element as software costs. As such, these costs are amortized as internally developed software on the straight-line method over three years.

The Company reviews long-lived assets and certain identifiable intangibles for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future forecasted net undiscounted cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the discounted cash flows or appraised values, depending upon the nature of the assets. No such impairment charges were recognized for the years ended December 31, 2023, 2022, and 2021.

DEFERRED RENT

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

INCOME TAXES

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

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The Company has evaluated its tax positions and related income tax under the Financial Accounting Standards Board's (FASB) authoritative guidance *Accounting for Income Taxes*. Management believes that since the Company is taxed as an LLC, there is not a significant impact on the Company as a result of implementing this standard. Therefore, no provision or liability for federal or state income taxes has been included in these financial statements. A provision has been made, however, for state minimum fees and other state taxes which are applicable to all entities. Because the Company is an LLC, liability to the member is limited.

The Company is not currently under examination by any taxing jurisdiction. In the event of any future penalties or interest, the Company has elected to record interest and penalties as income tax expense on the Company's consolidated statements of comprehensive income.

REVENUE FROM CONTRACTS WITH FRANCHISEES AND MEMBERS

Revenue Recognition Significant Accounting Policies under ASC 606

The Company's revenues are comprised of franchise royalties, advertising fund contributions, initial franchise fees, area development fees, master franchise fees, transfer and renewal fees, corporate-owned fitness center sales, vendor rebates, managed technology services, product and equipment sales, and other revenues.

Franchise revenue

Franchise revenues consist primarily of franchise royalties, franchise fees, advertising fund contributions, and consumer fitness, health, and wellness applications. Franchise fees consist of initial franchise fees, area development agreement ("ADA") fees, master franchise fees, and transfer and renewal fees.

The Company's primary performance obligation under the franchise agreement is granting certain rights to use the Company's intellectual property over the term of each agreement. The Company has certain pre-opening services, including training and construction management, that are provided as part of the franchise agreement. These pre-opening activities are considered distinct from the franchise license and are therefore recognized upon opening of the franchise. The Company has elected the FASB's practical expedient related to pre-opening activities and does not analyze each separate activity as its own distinct performance obligation. The franchise fees remaining after any pre-opening performance obligations have been satisfied are recognized on a straight-line basis over the term of the respective agreement.

Franchise royalties, consumer fitness, health, and wellness application fees, and advertising fund contributions are collected as defined in the terms of the franchise agreements. Under the Company's franchise agreements, advertising fund contributions paid by franchisees must be spent on advertising, marketing, and related activities. Initial, ADA, master, and renewal franchise fees are payable by the franchisee upon signing a new franchise agreement, and transfer fees are paid to the Company when one franchisee transfers a franchise agreement to a different franchisee. During the COVID-19 pandemic, the Company offered franchise fee relief in the form of discounts of \$0, \$228,151, and \$1,864,497 for the years ended December 31, 2023, 2022, and 2021, respectively.

Corporate-owned fitness center sales

Members are offered multiple membership choices varying in length. Membership dues are earned and recognized over the membership term on a straight-line basis. Personal training revenue is recognized at the time the service is performed. Revenue from prepayments of personal training sessions is deferred until the sessions are used or expire.

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Vendor Rebates

The Company recognizes vendor rebate income from franchisees' use of certain preferred vendor arrangements. Vendor rebates are recognized when franchisees purchase services or equipment from preferred vendors and the collectability from the vendor is reasonably assured.

Product and Equipment Sales

Revenue from product and equipment sales is generally recognized when products are shipped.

Managed Technology Services

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

Other Revenues

Other revenue consists of health insurance reimbursement processing fees, training and coaching fees, online membership fees, and optional local advertising which is separate from the advertising fund described below. Other revenue is recognized monthly when the Company bills the franchisee or when services are rendered.

Sales tax

All revenue amounts are recorded net of applicable sales tax.

Deferred revenue

Deferred revenue from initial franchise fees, ADA fees, master franchise fees, and renewal and transfer fees is collected up front and is generally recognized on a straight-line basis over the term of the underlying franchise agreement, net of any performance obligations which have been satisfied. Also included in deferred revenue are corporate-owned fitness center and online membership fees, equipment and installations fees, and pre-paid personal training sessions. The Company classifies these contract liabilities as deferred revenue in the balance sheets.

Deferred compensation

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

Advertising Fund

The Company has an advertising fund for the creation and development of marketing, advertising, and related programs and materials for all fitness centers located in the United States and Canada. On behalf of the advertising fund, the Company collects advertising fees from franchisees, in accordance with the provisions of the franchise agreements. The use of amounts received by the advertising fund is restricted to advertising, product development, public relations, and administrative expenses. The Company consolidates and reports all assets and liabilities held by the advertising fund within the consolidated financial statements. Amounts received or receivable by advertising funds are reported as restricted assets within current assets on the consolidated balance sheets. The Company records all revenues of the advertising fund, except those discussed below, within franchise revenue and all expenses of the advertising fund, except those discussed below, within the operating expenses on the consolidated statements of comprehensive income. The Company provides administrative services to the advertising fund and charges the advertising fund a fee for providing those services.

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Included in the advertising fund are fees collected from franchisees related to continuing engagement credits. These funds are used by the Company at its discretion on behalf of the Anytime Fitness brand and its franchisees. These revenues and expenses are included in other revenues and general and administrative expenses, respectively, on the consolidated statements of comprehensive income.

SHIPPING AND DELIVERY COSTS

The Company records costs related to shipping and delivery in cost of goods sold.

CONFERENCE

The Company hosts a conference every other year and encourages all franchisees to attend this meeting. Since the Company is not in the business of hosting conferences, the Company records the receipts and expenses as net expense in general and administrative expenses on the consolidated statements of comprehensive income.

ADVERTISING COSTS

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

FAIR VALUE MEASUREMENTS

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

Generally, the three levels are as follows:

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

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

The carrying amount of cash and cash equivalents, receivables, accounts payable and accrued liabilities approximates fair value because of the short maturity of these instruments. See Note 8 for fair value of long-term debt obligations.

LEASES

The Company leases various facilities. For any lease with an initial term in excess of 12 months, the related leased asset and liability are recognized on the consolidated balance sheets as operating leases at the inception of an agreement where it is determined that a lease exists. The Company has elected to exclude short-term leases for all classes of underlying assets from consolidated balance sheets recognition. A lease is considered to be short-term if it contains a lease term of 12 months or less. Lease expense related to short term leases is recognized on a straight-line basis over the term of the lease. The Company may enter into leases that contain both lease and non-lease components. The Company has elected to not combine lease and non-lease components for all asset classes.

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Operating lease assets are included in operating lease right-of-use (“ROU”) assets. ROU assets represent the right to use an underlying asset for the lease term and operating lease liabilities represent the obligation to make lease payments arising from the related operating lease. These assets and liabilities are recognized based on the present value of future payments over the lease term at the commencement date. The Company uses the incremental borrowing rate for all classes of underlying assets as the discount factor. In the event the incremental borrowing rate is not readily determinable, the Company has elected to use the risk-free rate as the discount factor.

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

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

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

SUBSEQUENT EVENTS

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

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

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RECLASSIFICATIONS

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

Note 2 FRANCHISE INFORMATION

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

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

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

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

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

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

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

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Note 3 CORPORATE-OWNED FITNESS CENTERS

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

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

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

Note 4 RELATED PARTY TRANSACTIONS

DUE FROM RELATED PARTIES

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

DUE TO RELATED PARTIES

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

Note 5 ACCOUNTS RECEIVABLE

Accounts receivable is composed of the following at December 31:

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

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Note 6 PROPERTY AND EQUIPMENT

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

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

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

Note 7 INTANGIBLE ASSETS, SOFTWARE DEVELOPMENT, AND LICENSE COSTS

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

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

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

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2023, 2022, and 2021

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

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

Note 8 LONG-TERM DEBT

SECURITIZATION

On November 24, 2021, the Issuer entered into a securitization transaction pursuant to which various direct and indirect subsidiaries of SEB contributed nearly all vendor rebate agreements, existing and future franchise agreements, development agreements, and substantially all franchising and licensing activities to the Company. Since the Issuer and all subsidiaries are under common control, the contributions were recorded at book value. The net book value of the assets and liabilities contributed (net of Anytime Fitness contributions eliminated) are summarized below as of November 24, 2021:

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

The Issuer, its direct parent, as well as the Issuer’s direct and indirect subsidiaries, except SEB Franchising Guarantor LLC, (collectively, the Self Esteem Brands Securitization Entities) hold substantially all of the franchising-related assets and have jointly and severally guaranteed the payment of each series of notes and the payment and performance of all other obligations of the Issuer.

Anytime Fitness, LLC manages and services the assets of the Self Esteem Brands Securitization Entities in return for a management fee under a management agreement (the “Securitization Management Agreement”). The primary responsibilities of Anytime Fitness, LLC as the manager are to administer collections of royalties and other securitized revenues and perform certain franchising, operational, intellectual property and reporting on behalf of the Self Esteem Brands Securitization Entities with respect to the managed assets.

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2023, 2022, and 2021

SERIES 2021-1 NOTES

In connection with the securitization transaction completed on November 24, 2021 (see “Securitization” section), the Issuer issued \$485,000,000 of Series 2021-1 Class A-2 Fixed Rate Senior Secured Notes (“Series 2021-1 Class A-2 Notes”). In addition, the Issuer entered into \$20,000,000 of Series 2021-1 Class A-1 Variable Funding Notes (the “Variable Funding Notes” or “Series 2021-1 Class A-1-VFN Notes”) and an additional \$6,100,000 of Series 2021-1 Class A-1 Senior Secured Liquidity Reserve Notes (the “Liquidity Reserve Notes” or “Series 2021-1 Class A-1-LR Notes”). Collectively, the Series 2021-1 Class A-1-LR Notes, Series 2021-1 Class A-1-VFN Notes and Series 2021-1 Class A-2 Notes shall be referred to as “Series 2021-1 Notes”. The Series 2021-1 Notes are secured by substantially all assets of and guaranteed by the Self Esteem Brands Securitization Entities.

Borrowings under the Series 2021-1 Class A-2 Notes bear interest at a fixed rate of 4.969% per annum. Interest and principal payments on the Series 2021-1 Class A-2 Notes are due on a quarterly basis. The requirement to make quarterly principal payments on the Series 2021-1 Class A-2 Notes is subject to certain financial conditions set forth in the Indenture. The legal final maturity date of the Series 2021-1 Class A-2 Notes is January 2052. Unless the outstanding principal is prepaid, the Indenture provides for an anticipated repayment date in January 2027. If the Issuer has not repaid or refinanced the Series 2021-1 Class A-2 Notes prior to the anticipated repayment date, additional interest will accrue pursuant to the Indenture.

Borrowings under the Variable Funding Notes bear interest at a variable rate equal to SOFR plus 3.56%. There is a term SOFR adjustment of 10/15/25bps (for 1/3/6-month tenors) that increases the SOFR plus 3.56% interest on the Variable Funding Notes. The Variable Funding Notes may also be used to issue letters of credit. The Variable Funding Notes will also be subject to (i) certain commitment fees in respect to the unused portion of the commitments of the investors thereunder, and (ii) certain fees in respect of letters of credit issued thereunder. Letters of credit outstanding under the Variable Funding Notes, including \$6,100,000 of an interest reserve letter of credit issued in connection with the Series 2021-1 Notes, were \$8,049,528, \$7,363,425, and \$6,151,977 as of December 31, 2023, 2022 and 2021, respectively. The Company does not expect any material loss from these letters of credit because the Company does not anticipate any funds will be drawn thereunder by the beneficiaries thereof. No other borrowings were outstanding against the Variable Funding Notes as of December 31, 2023, 2022 and 2021.

Advances under the Liquidity Reserve Notes shall bear interest at the Prime Rate plus 3.00%. The Liquidity Reserve Notes will also be subject to certain commitment fees in respect to the unutilized portion of the commitments of the investors thereunder. No borrowings were outstanding against the Liquidity Reserve Notes as of December 31, 2023, 2022 and 2021.

Debt issuance costs of \$8,700,352 were recorded as a reduction of long-term debt in connection with the issuance of the Series 2021-1 Notes. The debt issuance costs are amortized to interest expense through the anticipated repayment dates.

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

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2023, 2022, and 2021

The Series 2021-1 Notes are subject to a series of covenants and restrictions customary for this type of transaction, including (i) debt service and securitized net cash flow coverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the Series 2021-1 Notes, and (iii) provisions relating to optional and mandatory prepayments. The Series 2021-1 Notes are also subject to customary rapid amortization events provided for in the Indenture.

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

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

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

<u>Year Ending December 31,</u>	<u>Amount</u>
2024	\$3,637,500
2025	4,850,000
2026	4,850,000
2027	<u>470,450,000</u>
Total principal payments	<u><u>\$483,787,500</u></u>

Note 9 DEFERRED REVENUE

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

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

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2023, 2022, and 2021

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

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

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

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

Note 10 LEASING ACTIVITIES

The Company leases various facilities under operating leases with terms that expire at various dates through August 2029. Under certain facility leases, the Company is obligated to pay all repair and maintenance costs.

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

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

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2023, 2022, and 2021

The maturities of lease liabilities are as follows:

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

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

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

Note 11 CONTINGENCIES

The Company is subject to various claims, legal proceedings, and investigations covering a wide range of matters that may arise in the ordinary course of business. Management believes the resolutions of claims and pending litigation will not have a material effect, individually or in the aggregate, on the consolidated financial statements of the Company.

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

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

ANYTIME FITNESS, LLC AND SUBSIDIARIES
CONSOLIDATED FINANCIAL STATEMENT (UNAUDITED)
MARCH 31, 2024

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

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

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

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

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

NOTE 1 SUBSEQUENT EVENTS

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

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

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

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

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

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

EXHIBIT D TO THE DISCLOSURE DOCUMENT

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CONFIDENTIAL OPERATIONS MANUAL

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EXHIBIT E TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA AND RIDERS

**ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATES OF
CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW
YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON,
AND WISCONSIN**

The following provision applies only to franchisees and Franchised Businesses that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and/or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

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

The following paragraphs are added to the Disclosure Document:

Our website, www.orangetheory.com, has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document 14 days prior to execution of an agreement.

Section 31125 of the Franchise Investment Law requires us to give you a Disclosure Document approved by the Commissioner of the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

Neither we nor any person in Item 2 of the Disclosure Document is subject to any currently-effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling us or that person from membership in these associations or exchanges.

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

The following paragraph is added at the end of Item 6 of the Disclosure Document:

The maximum interest rate allowable by law in California is 10% annually.

The following paragraphs are added at the end of Item 17 of the Disclosure Document pursuant to regulations promulgated under the California Franchise Investment Law:

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

Post-Termination Noncompetition Covenants. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the respective agreement. These provisions may not be enforceable under California law.

Applicable Law. The Franchise Agreement requires application of the laws of the State of Florida with certain exceptions. These provisions may not be enforceable under California law.

Arbitration. The Franchise Agreement requires binding arbitration. The arbitration is to occur at the office of the American Arbitration Association in Fort Lauderdale, Florida with costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Releases. You must sign a general release when you sign your franchise agreement or if you renew or transfer your franchise or sign a superseding agreement. California Corporations Code § 31512 voids a waiver of your rights under the Franchise Investment Law (see California Corporations Code §§ 31000 through 31516). California Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§ 2000 through 20043).

CA Corporations Code Section 31512.1 - Franchise Agreement Provisions Void as Contrary to Public Policy:

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

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

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FDD, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FDD CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

The following is added to the end of Item 5:

Based on our financial condition, the Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, has required a financial assurance. Therefore, all initial fees owed by you to us will be deferred until we have completed our obligations to you under the Franchise Agreement and your Studio opens for business under the Franchise Agreement.

Item 17 shall be supplemented by the addition of the following language at the end of the Item:

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

Exhibit H (Franchisee Compliance Certification) to the Franchise Disclosure Document is hereby deleted in its entirety.

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

This Rider is entered into this _____, 20__ (the “**Effective Date**”), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 (“**we**,” “**us**” or “**our**”), and _____, a _____ whose principal business address is _____ (referred to in this Rider as “**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Fees.** The following is added to the end of Section 5 (“Fees”) of the Franchise Agreement:

Based on our financial condition, the Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, has required a financial assurance. Therefore, all initial fees owed by you to us will be deferred until we have completed our obligations to you under the Franchise Agreement and your Studio opens for business under the Franchise Agreement.

3. **Acknowledgements.** Section 23(b) (Acknowledgements in Certain States) of the Franchise Agreement is hereby deleted.

Intending to be bound, you and we sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

“**US**”
OTF FRANCHISOR, LLC

“**YOU**”

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

Name: _____
Date: _____

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

1. The following is added to the end of Item 5:

All initial fees owed by you to us will be deferred until we have met our initial obligations owed to you under the Franchise Agreement and your Studio opens for business under the Franchise Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

2. Illinois law governs the Franchise Agreement.

3. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

4. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation 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.

6. In Illinois, fitness centers and facilities are subject to the Physical Fitness Services Act, 815 ILCS 645 (West 2016).

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

This Rider is entered into this _____, 20__ (the “**Effective Date**”), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 (“**we**,” “**us**” or “**our**”), and _____, a _____ whose principal business address is _____ (referred to in this Rider as “**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Fees.** The following is added to the end of Section 5 (“Fees”) of the Franchise Agreement:

Based on our financial condition, the Illinois Attorney General’s Office has imposed a deferral requirement. Therefore, all initial fees owed by you to us shall be deferred until we have met our initial obligations to you under the Franchise Agreement and your Studio opens for business under the Franchise Agreement.

3. **Compliance with System Standards and Applicable Laws.** The following is added to Section 6(a)(i) of the Agreement:

You acknowledge that in Illinois, fitness centers and facilities are subject to the Physical Fitness Services Act, 815 ILCS 645 (West 2016).

4. **Termination.** The following is added to Section 16 of the Agreement:

The conditions under which this franchise can be terminated and the parties’ rights on termination may be affected by Illinois Law, 815 ILCS 705/19 (West 2016) (the “**Illinois Franchise Disclosure Act**”).

Your Rights upon Non-Renewal of the Franchise Agreement are set forth in Section 20 of the Illinois Franchise Disclosure Act, 815 ILCS 705/20 (West 2016).

5. **Governing Law and Jurisdiction.** Section 21 of the Agreement is amended by adding the following:

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

6. **Mutual Waiver Of Jury Trial And Punitive Damages.** The following language is added to the end of Sections 21(g) and 21(h) of the Franchise Agreement:

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

7. **Limitations Of Claims.** Section 21(i) of the Franchise Agreement is amended by adding the following:

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Intending to be bound, the parties sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

“US”
OTF FRANCHISOR, LLC

“YOU”

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

Name: _____
Date: _____

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

The following statements are added to Item 17:

The Indiana Deceptive Franchise Practices Law (Indiana Code 23-2-2.7 et seq.) in general governs the relationship between the franchisor and the franchisee by forbidding certain provisions in the franchise agreement and related documents and by preventing the franchisor from engaging in certain acts and practices which could be considered coercive or oppressive to the franchisee. If any of the provisions of the Franchise Agreement conflict with this law, this law will control.

Any provisions requiring you to sign a general release of claims against us, including upon execution of a successor Franchise Agreement, refund of initial fees, or transfer, does not release any claim you may have under the Indiana Deceptive Franchise Practices Law.

The Franchise Agreement provide that suit must be brought in Ohio. These provisions may not be enforceable under Indiana law.

Indiana franchise laws will govern the Franchise Agreement and any and all other related documents.

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

1. The following is added to the end of Item 5:

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until we complete our pre-opening obligations under the Franchise Agreement.

2. The following is added to the end of Item 5 and at the end of the “Summary” sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for franchisor approval of transfer:

Any General Release required as a condition of renewal, sale and/or transfer does not apply to any liability under the Maryland Registration and Disclosure Law.

3. Item 17 is amended by adding the following language after the table:

- (a) You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- (b) The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq.)
- (c) The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. The following is added to the Disclosure Document:

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

Do not sign the Franchise Compliance Certificate that is attached as Exhibit H to the Franchise Disclosure Document.

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

This Rider is entered into this _____, 20____ (the “**Effective Date**”), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 (“**we**,” “**us**” or “**our**”), and _____, a _____ whose principal business address is _____ (referred to in this Rider as “**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Fee Deferral.** Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Agreement.

3. **No Release, Estoppel or Waiver of State Law.** Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law (“**Maryland Law**”).

4. **Jurisdiction.** Any litigation arising on claims under Maryland Law may be brought by the Franchisee in Maryland.

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

6. **General Release.** The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

7. **Arbitration Requirement.** The Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

8. **Acknowledgements.** Section 23(b) (Acknowledgements in Certain States) is hereby deleted.

[Signature Page Follows]

Intending to be bound, the parties sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

“US”
OTF FRANCHISOR, LLC

“YOU”

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

Name: _____
Date: _____

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

1. The following is added to the end of Item 5 and Item 7:

Based upon our financial condition, the Minnesota Commissioner of Commerce has required a financial assurance. Therefore, all initial fees owed by you to us shall be deferred until your Studio opens for business under the Franchise Agreement.

2. Item 13 is amended to add the following:

Provided you have complied with all provisions of the Franchise Agreement applicable to the Marks, we will protect your rights to use the Marks and we also will indemnify you from any loss, costs or expenses from any claims, suits or demands regarding your use of the Marks in accordance with Minn. Stat. Sec. 80C.12 Subd. 1(g).

3. Item 17, summary column for (f) is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that (i) you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and (ii) our consent to the transfer of the franchise will not be unreasonably withheld."

4. Item 17, summary column for (m) is amended to add the following:

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

5. Item 17, summary columns for (v) and (w) are amended to add the following:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

This Rider is entered into this _____, 20__ (the “**Effective Date**”), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 (“**we**,” “**us**” or “**our**”), and _____, a _____ whose principal business address is _____ (referred to in this Rider as “**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Fees**. The following is added to the end of Section 5 (“Fees”) of the Franchise Agreement:

Because of our financial condition, the Minnesota Commissioner of Commerce requires us to defer payment of initial fees owed by you to us until you have opened your Studio for business under the Agreement.

3. **Termination and Non-renewal**. Sections 2 and 16 of the Agreement is amended to add the following:

With respect to franchises governed by the Minnesota Franchises Law, we will comply with Minn. Stat. Sec. 80c.14, subds. 3, 4, and 5, which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

4. **Intellectual Property**. Section 12(e) of the Franchise Agreement is amended to add the following:

Notwithstanding the foregoing, we will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name Orangetheory.

5. **Limitation of Claims**. No action may be commenced for claims coming under Minnesota law more than 3 years after the cause of action accrues.

6. **Waiver of Jury Trial**. Section 21(g) is deleted in its entirety.

7. **Releases**. Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

8. **Jurisdiction.** The following is added to Section 21:

Minn. Stat. Sec. 80C.,21 and Minn. Rules 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Intending to be bound, you and we sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

“US”
OTF FRANCHISOR, LLC

“YOU”

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

Name: _____
Date: _____

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

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NYS DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian

franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The Initial Franchise Fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum”, and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

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

1. The Summary column of Item 17 paragraph (c) of this Disclosure Document is modified to read as follows:

“Give us at least 90 days’ notice of your intention to renew, sign our current form of franchise agreement and ancillary agreements, and sign a release (except for matters coming under the North Dakota Franchise Investment Law (the “**ND Law**”).”

2. The Summary column of Item 17 paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.”

3. The Summary column of Item 17 paragraph (u) of this Disclosure Document is amended by adding the following at the end of the paragraph:

“except that matters coming under the ND Law will be submitted to arbitration in a mutually agreeable location.”

4. The Summary column of Item 17 paragraph (v) of this Disclosure Document is amended to read as follows:

“Except for matters coming under the ND Law, litigation must be in Palm Beach County, Florida.”

5. The Summary column of Item 17 paragraph (w) of this Disclosure Document is amended to read as follows:

“Except for matters coming under the ND Law, the law of Florida (subject to state law).”

6. The Franchisee is not required to waive jury trial for any matters coming under ND Law.

7. The following is added to the end of Item 5 of this Disclosure Document:

Based upon our financial condition, the North Dakota Securities Commissioner has required a financial assurance. Therefore, all initial fees owed by you to us will be deferred until we have fulfilled our initial obligations to you under the Franchise Agreement and your Studio opens for business under the Franchise Agreement.

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

This Rider is entered into this _____, 20__ (the “**Effective Date**”), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 (“**we**,” “**us**” or “**our**”), and _____, a _____ whose principal business address is _____ (referred to in this Rider as “**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

2. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Fees**. The following is added to the end of Section 5 (“Fees”) of the Agreement:

Based on our financial condition, the North Dakota Securities Commissioner has imposed a deferral requirement. Therefore, all initial fees owed by you to us shall be deferred until we have fulfilled our initial obligations to you under the Franchise Agreement and your Studio opens for business under the Franchise Agreement.

3. **Grant of Successor Franchise**. You are not required to sign a general release as to any matters coming under the North Dakota Franchise Investment Law (the “**ND Law**”).

4. **Post-Term Competitive Restrictions**. Covenants not to compete are generally unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows..

5. **Jurisdiction**. All matters coming under the ND Law may be brought in the courts of North Dakota.

6. **Waiver of Punitive Damages and Jury Trial**. To the extent required by the ND Law, Sections 21(g) and 21(h) of the Franchise Agreement are deleted in their entirety.

7. **Limitation of Claims**. The statute of limitations under the ND Law applies to all matters coming under ND Law.

8. **Governing Law**. This Agreement will be governed by North Dakota law.

9. **Liquidated Damages**. To the extent required by the ND Law, you will not be required to consent to liquidated damages.

10. **Agreement to Arbitrate**. All matters coming under the ND Law will be submitted to arbitration at a mutually agreeable location.

Intending to be bound, you and we sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

“US”
OTF FRANCHISOR, LLC

YOU

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

Name: _____
Date: _____

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

The following sentence is added to Item 17 (v) and (w):

A provision in a franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

**ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
COMMONWEALTH OF VIRGINIA**

1. The following is added to the end of Item 5:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under the Franchise Agreement.

2. The following language is added to the end of the "Summary" section of Item 17.h., entitled "Cause" defined – non-curable defaults:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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

This Rider is entered into this _____, 20__ (the “**Effective Date**”), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 (“**we,**” “**us**” or “**our**”), and _____, a _____ whose principal business address is _____ (referred to in this Rider as “**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Fees.** The following is added to the end of Section 5 (“Fees”) of the Franchise Agreement:

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under the Franchise Agreement.

Intending to be bound, you and we sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

**“US”
OTF FRANCHISOR, LLC**

YOU

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

Name: _____
Date: _____

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

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

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

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

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

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

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

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

Because of our financial condition, the Washington Department of Financial Institutions Securities Division requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under this Agreement, and you have opened your Studio for business.

In January 2020, to resolve objections raised by the Washington Attorney General and without admitting any liability, we and UFG voluntarily entered into an Assurance of Discontinuance (“**AOD**”) with the State of Washington (No. 19-2-34056-8SEA), where we agreed to remove from future franchise agreements a provision which restricts a franchisee from soliciting and/or hiring our or our affiliates’ employees or the employees of our other franchisees, which the Attorney General alleged violated Washington state and federal antitrust and unfair practices laws. Similar provisions have historically been found in franchise agreements across all industries. While we never enforced this provision against any franchisee, we agreed, as part of the AOD, not to enforce this provision in any existing franchise agreement and to notify our franchisees accordingly. The State of Washington did not assess any fines or other monetary penalties against us or our affiliates. We do not include such restrictive provisions in our agreements and are bound by the AOD to not enforce these clauses in any existing franchise agreements.

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

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

This Rider is entered into this _____, 20____ (the “**Effective Date**”), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 (“**we**,” “**us**” or “**our**”), and _____, a _____ whose principal business address is _____ (“**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

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

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

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

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

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

7. **Initial Fees.** The following is added to the end of Section 5 (Fees) of the Franchise Agreement:

The Washington Department of Financial Institutions Securities Division requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under this Agreement, and you have opened your Studio for business.

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

10. **Non-solicitation.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

11. **Product Purchases.** Section 6(f)(2) of the Franchise Agreement is amended by adding:

This provision does not modify our and our Affiliates’ duty to sell products and services to franchisees for fair and reasonable prices under RCW 19.100.180(2)(d).

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

13. **No Warranties.** Section 23(d) of the Franchise Agreement is amended by deleting “or relied upon” from the first sentence of Section 23(d) and “or relied on” from Section 23(d)(iv).

Intending to be bound, you and we sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

“US”
OTF FRANCHISOR, LLC

“YOU”

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

Name: _____
Date: _____

EXHIBIT F TO THE DISCLOSURE DOCUMENT

INFORMATION ABOUT OUR AREA REPRESENTATIVES

INFORMATION ABOUT OUR AREA REPRESENTATIVES
AS OF DECEMBER 31, 2023

ITEM 2
BUSINESS EXPERIENCE

The business experience of our Area Representatives is included below in the list of current Area Representatives.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item for Area Representatives.

ITEM 4
BANKRUPTCY

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

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

No other bankruptcy is required to be disclosed in this Item for Area Representatives.

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

The experience of our Area Representatives who may provide training on our behalf is included below in the list of current Area Representatives.

AREA REPRESENTATIVE DISCLOSURES

The following is a list of Area Representatives as of December 31, 2023, along with relevant Item 2, 3 (if applicable), and 4 (if applicable) disclosures:

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
ALABAMA						
NICHEFITNESS4, LLC	Alabama (State) and Mississippi (Rankin, Madison, Hinds and Biloxi/Gulfport counties)	2100 3 rd Avenue North., Ste. 400	Birmingham	Alabama	35203	(205) 937-0828
<i>Item 2 Disclosures:</i>	<p>Dennis E. Goldasich, Jr. has been the Managing Partner of NICHEFITNESS4, LLC since September 2012. He is also a Member of various entities that operate Studios.</p> <p>Lauren A. Goldasich has been a Member of NICHEFITNESS4, LLC since August 2014. She is also a Member of various entities that operate Studios.</p>					
ARIZONA						
AUSTIN FITNESS GROUP, LLC	Arizona (State)	3900 Medical Parkway	Austin	TX	78756	(813) 817-8645
<i>Item 2 Disclosures:</i>	<p>Jeff Elmore has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in Lafayette, Louisiana and Dallas, Texas since January 2024, which is the Area Representative, or parent company of the Area Representatives, for: (i) Arizona, (ii) Austin, (iii) San Antonio, (iv) Oklahoma, and (v) Philadelphia and Southern New Jersey. Since July 2023, he has served as the Managing Director of G2 Capital Advisors, LLC in Lafayette, Louisiana and Dallas, Texas. Since January 2007, he has been the owner of Elmore Consulting, LLC in Lafayette, Louisiana. From January 2018 to July 2019, he was Chief Restructuring Officer/Consultant for Quality Companies in Youngsville Louisiana.</p>					
CALIFORNIA						
BLACKROCK VENTURES, LLC	California (Counties of Placer, Sacramento, Yolo, El Dorado, San Joaquin, Stanislaus, Merced, Madera, Fresno, San Benito, Monterey, Kings, Tulare and Kern)	11661 San Vicente Blvd., Ste 910	Los Angeles	California	90049	(310) 429-6461
<i>Item 2 Disclosures:</i>	<p>Paul Marcus has been the Authorized Representative of Blackrock Ventures, LLC since February 2020. Since July 2013, he has served as the Chief Executive Officer of West Coast Fitness LLC in Los Angeles, California, which is the parent company of the Area Representatives for (i) Los Angeles, (ii) portions of Northern California, (iii) the South Bay Counties in California, and (iv) Cincinnati-Dayton, Ohio.</p>					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
IEG FITNESS, LLC	California (Inland Empire)	2451 NE 201 Street	North Miami Beach	Florida	33180	(954) 298-3136
<i>Item 2 Disclosures:</i>	<p>Gary Hirsch has been the Managing Member of IEG Fitness, LLC since August 2013. He is also a President, Member, or Managing Member of various entities that operate Studios.</p> <p>Mirit Hirsch has been a Member of IEG Fitness, LLC since August 2013. She is also a Member of various entities that operate Studios.</p> <p>Jennifer Strickman has been a Member of IEG Fitness, LLC since August 2013. She is also a Member of various entities that operate Studios.</p>					
WCF AR, LLC	California (Los Angeles County (partial) and Ventura County)	11661 San Vicente Blvd., Ste 910	Los Angeles	California	90049	(310) 429-6461
<i>Item 2 Disclosures:</i>	<p>Paul Marcus has been the Owner of WCF AR LLC since April 2013. Since July 2013, he has served as the Chief Executive Officer of West Coast Fitness LLC in Los Angeles, California, which is the parent company of the Area Representatives for (i) Los Angeles, (ii) portions of Northern California, (iii) the South Bay Counties in California, and (iv) Cincinnati-Dayton, Ohio.</p>					
OTF OC LLC	California (Orange County)	270 East Baker Street #300	Costa Mesa	California	92626	(949) 701-7702
<i>Item 2 Disclosures:</i>	<p>Marc Thomas has been the President and Owner of OTF OC, LLC since its inception in July 2012. He has also been the Managing Member and Owner of OTF NB, LLC since its inception in July 2012.</p>					
SD FIT1, LLC	California (San Diego County)	270 East Baker Street #300	Costa Mesa	California	92626	(949) 701-7702
<i>Item 2 Disclosures:</i>	<p>Marc Thomas is the Authorized Representative for SD FIT1, LLC. He has also been the Managing Member and Owner of OTF NB, LLC since its inception in July 2012.</p>					
SOUTH BAY AREA FITNESS LLC	California (South Bay Counties of San Jose, Santa Clara, Santa Cruz and Menlo Park in San Mateo County)	11661 San Vicente Blvd., Ste 910	Los Angeles	California	90049	(310) 429-6461
<i>Item 2 Disclosures:</i>	<p>Paul Marcus has been the Authorized Representative of South Bay Area Fitness, LLC since July 2014. Since July 2013, he has served as the Chief Executive Officer of West Coast Fitness LLC in Los Angeles, California, which is the parent company of the Area Representatives for (i) Los Angeles, (ii) portions of Northern California, (iii) the South Bay Counties in California, and (iv) Cincinnati-Dayton, Ohio.</p>					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
COLORADO						
WSH CO REGION, LLC	Colorado (State) Wyoming (except Jackson Hole)	8765 East Orchard Rd., Ste. 704	Greenwood Village	Colorado	80111	(303) 523- 9887
<i>Item 2 Disclosures:</i>	Tim Johnson has been the Managing Member of WSH CO Region, LLC since August 2018. Since April 2013, he has been a Member of various entities that operate Studios.					
CONNECTICUT						
FITNESS ADVOCATE CT, LLC	Connecticut (State)	207 W. 79 th Street, Ste. 9A	New York	New York	10024	(908) 400- 0831
<i>Item 2 Disclosures:</i>	Adam Krell has been a Manager of Fitness Advocate CT, LLC since its inception in October 2012. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
DELAWARE						
ALPHA FITNESS DELAWARE LLC	Delaware (State)	53 Knightsbridge Rd., Ste. 200	Piscataway	New Jersey	8854	(732) 524- 8590
<i>Item 2 Disclosures:</i>	Dipika Desai has been a Member and Manager of Alpha Fitness Delaware LLC since its inception in September 2015. She is also a Member of various entities that operate Studios. Romit Patel has been a Member and Manager of Alpha Fitness Delaware LLC since its inception in September 2015. He is also a Member of various entities that operate Studios. From September 2013 to January 2015, he was the Director of Sales for Real Soft Inc. in Dayton, New Jersey. Shital Patel has been a Member and Manager of Alpha Fitness Delaware LLC since its inception in September 2015. He is also a Member of various entities that operate Studios.					
DISTRICT OF COLUMBIA						
RA LIFE DC, LLC	District of Columbia	221 W. Hallandale Beach Blvd., Ste. 221	Hallandale Beach	Florida	33009	(305) 466- 2515
<i>Item 2 Disclosures:</i>	Adam Krell has been the Authorized Representative of RA Life DC, LLC since September 2021. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
FLORIDA						

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
AFTERBURN TAMPA COACHING LLC	Florida (Counties of Pinellas, Hernando, Pasco, Hillsborough, Polk, Manatee, Sarasota, Lee and Collier)	14701 S. Mary's Lane Ste. 600	Houston	Texas	77079	(281) 409-7126
	Jim Potesta has been the Chief Executive Officer and owner of Afterburn Tampa Coaching LLC and Afterburn Coaching LLC since July 2013. He also serves as the Authorized Representative of Big Horns Enterprises, LLC (the Area Representative for most of Washington) since November 2021.					
GEORGIA						
BLUEBERRY VISION INVESTMENTS INC.	Georgia (State)	900 Circle 75 Parkway Ste 860	Atlanta	Georgia	30339	(404) 606-0267
<i>Item 2 Disclosures:</i>	Vincent Mariani is the Authorized Representative of Blueberry Vision Investments Inc. He has been the Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York.					
	Stacie Vaillancourt has been a Member of Blueberry Vision Investments Inc. since November 2015.					
IDAHO						
L5 FITNESS ID HOLDINGS, LLC	Idaho (State) Montana (State)	112 Krog Street NE, Ste. D135 Attn:Chris Kenny	Atlanta	Georgia	30307	303-941-3504
<i>Item 2 Disclosures:</i>	Eric Goetsch has served as President of L5 Fitness Holdings, LLC, in Southfield, Michigan, since December 2022, which is the parent company of certain Area Representatives in: (i) Illinois, (ii) Michigan, (iii) Missouri, (iv) Utah, (v) New Mexico, (vi) Texas, and (vii) Idaho. From October 2019 to September 2022, he served as Brand Vice President Operations for Massage Envy franchises owned by Atticus Franchise Group. From January 2013 to October 2019, Eric served as Vice President of Franchise Operations for Fitness Together Franchise, LLC and WellBiz Brands, Inc. in Englewood, Colorado.					
ILLINOIS						
L5 FITNESS IL HOLDINGS, LLC	Illinois (State)	112 Krog Street, Unit 17	Atlanta	Georgia	30307	
<i>Item 2 Disclosures:</i>	Eric Goetsch has served as President of L5 Fitness Holdings, LLC, in Southfield, Michigan, since December 2022, which is the parent company of certain Area Representatives in: (i) Illinois, (ii) Michigan, (iii) Missouri, (iv) Utah, (v) New Mexico, (vi) Texas, and (vii) Idaho. From October 2019 to September 2022, he served as Brand Vice President Operations for Massage Envy franchises owned by Atticus Franchise Group. From January 2013 to October 2019, Eric served as Vice President of Franchise Operations for Fitness Together Franchise, LLC and WellBiz Brands, Inc. in Englewood, Colorado.					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
INDIANA						
OT INDIANA AR, LLC	Indiana (State except Clark and Floyd Counties)	400 Meadowmont Village Circle Ste. 421	Chapel Hill	North Carolina	27517	(202) 210-0492
<i>Item 2 Disclosures:</i>	Matt Slaine has been the Chief Executive Officer of OT Indiana AR, LLC since April 2022. He has also been the Chief Executive Officer of OT Growth Partners, LLC, KMJE Ventures, LLC (the Area Representative for portions of NC), OT Iowa AR, LLC (the Area Representative for Iowa), and OT Wisconsin AR, LLC (the Area Representative for Wisconsin) since April 2022. From May 2019 to January 2022, he was the Chief Executive Officer of Quality Restaurant Group, LLC in Greensboro, North Carolina. He serves in his various capacities in Chapel Hill, NC.					
See KENTUCKY	Indiana (Clark and Floyd Counties)					
IOWA						
OT IOWA AR, LLC	Iowa (State)	400 Meadowmont Village Circle #421	Chapel Hill	North Carolina	27517	(202) 210-0492
<i>Item 2 Disclosures:</i>	Matt Slaine has been the Chief Executive Officer of OT Iowa AR, LLC since April 2022. He has also been the Chief Executive Officer of OT Growth Partners, LLC, KMJE Ventures, LLC (the Area Representative for portions of NC), OT Indiana AR, LLC (the Area Representative for portions of Indiana), and OT Wisconsin AR, LLC (the Area Representative for Wisconsin) since April 2022. From May 2019 to January 2022, he was the Chief Executive Officer of Quality Restaurant Group, LLC in Greensboro, North Carolina. He serves in his various capacities in Chapel Hill, NC.					
KANSAS						
RENNER FITNESS, LLC	Kansas (Kansas City) and Missouri (Kansas City)	3900 Medical Parkway	Austin	Texas	78756	(813) 817-8645
<i>Item 2 Disclosures:</i>	Jeff Elmore is the Authorized Representative of Renner Fitness LLC. He has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in Lafayette, Louisiana and Dallas, Texas since January 2024, which is the Area Representative, or parent company of the Area Representatives, for: (i) Arizona, (ii) Austin, (iii) San Antonio, (iv) Oklahoma, and (v) Philadelphia and Southern New Jersey. Since July 2023, he has served as the Managing Director of G2 Capital Advisors, LLC in Lafayette, Louisiana and Dallas, Texas. Since January 2007, he has been the owner of Elmore Consulting, LLC in Lafayette, Louisiana. From January 2018 to July 2019, he was Chief Restructuring Officer/Consultant for Quality Companies in Youngsville Louisiana.					
KENTUCKY						
DAVIS FITNESS DEVELOPMENT INC.	Kentucky (State) and Indiana (Clark and Floyd Counties)	1845 Shady Lane	Louisville	Kentucky	40205	(502) 817-4975

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
<i>Item 2 Disclosures:</i>	Billy Davis has been the Owner, President, Secretary and Treasurer of Davis Fitness Development Inc. since January 2014. He is also the Owner, President, Secretary and Treasurer of Davis Fitness Studio I Inc., an operator of a Studio.					
LOUISIANA						
HAWTHORNE NOLA, LLC	Louisiana (State)	333 Sunset Drive #508	Fort Lauderdale	Florida	33301	(954) 607-7552
<i>Item 2 Disclosures:</i>	Elle Mahoney has been the Managing Member of Hawthorne Nola, LLC since its inception in April 2014. She is also a Member of various entities that operate Studios.					
	Andrew Mahoney has been a Member of Hawthorne Nola, LLC since its inception in April 2014. He is also a Member of various entities that operate Studios.					
MAINE						
CESTRUM, LLC	Maine (State) New Hampshire (State) Vermont (State)	207 W. 79th Street, Suite 9A	New York	New York	10024	(908) 400-0831
<i>Item 2 Disclosures:</i>	Adam Krell has been the Manager of Cestrum LLC since July 2021. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
MARYLAND						
MARYLAND FITNESS PARTNERS, LLC	Maryland (State)	7484 Merrymaker Way	Elkridge	Maryland	21075	(301) 606-7925
<i>Item 2 Disclosures:</i>	Douglas Birer has been a Member of Maryland Fitness Partners, LLC since its inception in July 2010. Since June 2013, he has also been the Secretary/Treasurer of CLT Fitness Area Partners, Inc., an Area Representative for North Carolina and parts of South Carolina. He is also an owner and executive of various entities that operate Studios.					
	Craig Kuperman has been a Member of Maryland Fitness Partners, LLC since its inception in July 2010. He is also a Member of various entities that operate Studios.					
MASSACHUSETTS						
BISH VENTURE LLC	Massachusetts (Boston, East of Interstate 495)	900 Circle 75 Parkway Ste 860	Atlanta	Georgia	30339	(404) 606-0267
<i>Item 2 Disclosures:</i>	Vincent Mariani is the Authorized Representative of Bish Venture LLC. He has been the Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York.					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
LEO INVESTMENTS, LLC	Massachusetts -Western (everything west of 495, border on the north is state line of MA and west of 95 on north of 495 on the extreme northeast part of the territory, border on the south is the state line of MA, border on the west is the state line of MA) Rhode Island (State)	900 Circle 75 Parkway Ste 860	Atlanta	Georgia	30339	(404) 606-0267
<i>Item 2 Disclosures:</i>	Vincent Mariani is the Authorized Representative of Leo Investments, LLC. He has been the Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York.					
MICHIGAN						
L5 FITNESS HOLDINGS, LLC	Michigan (State)	112 Krog Street Unit 17	Atlanta	Georgia	30307	303-941-3504
<i>Item 2 Disclosures:</i>	Eric Goetsch has served as President of L5 Fitness Holdings, LLC, in Southfield, Michigan, since December 2022, which is the parent company of certain Area Representatives in: (i) Illinois, (ii) Michigan, (iii) Missouri, (iv) Utah, (v) New Mexico, (vi) Texas, and (vii) Idaho. From October 2019 to September 2022, he served as Brand Vice President Operations for Massage Envy franchises owned by Atticus Franchise Group. From January 2013 to October 2019, Eric served as Vice President of Franchise Operations for Fitness Together Franchise, LLC and WellBiz Brands, Inc. in Englewood, Colorado.					
MINNESOTA						
FITNESS THAT WORKS, LLC	Minnesota (State)	2700 Annapolis Circle N., Suite A	Plymouth	Minnesota	55441	(651) 442-1060
<i>Item 2 Disclosures:</i>	Justin Kelly has been the Chief Executive Officer and Owner of Fitness That Works, LLC since its inception in June 2011. Since June 2011, he has also been the President & CEO of Orange Fitness LLC (dba Orangetheory Fitness) in Plymouth, Minnesota.					
MISSISSIPPI						
See TENNESSEE	Mississippi (Desoto Cty)					
MISSOURI						
L5 FITNESS IL HOLDINGS, LLC	Missouri (State)	112 Krog Street, Unit 17	Atlanta	Georgia	30307	-303-941-3504

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
<i>Item 2 Disclosures:</i>	Eric Goetsch has served as President of L5 Fitness Holdings, LLC, in Southfield, Michigan, since December 2022, which is the parent company of certain Area Representatives in: (i) Illinois, (ii) Michigan, (iii) Missouri, (iv) Utah, (v) New Mexico, (vi) Texas, and (vii) Idaho. From October 2019 to September 2022, he served as Brand Vice President Operations for Massage Envy franchises owned by Atticus Franchise Group. From January 2013 to October 2019, Eric served as Vice President of Franchise Operations for Fitness Together Franchise, LLC and WellBiz Brands, Inc. in Englewood, Colorado.					
See KANSAS	Missouri (Kansas City)					
MONTANA						
See IDAHO						
NEBRASKA						
NEBRASKA AREA REP, LLC	Nebraska (State)	8906 Farnam Ct.	Omaha	Nebraska	68114	(239) 821-3191
<i>Item 2 Disclosures:</i>	Anne Kennedy has been a Member and Manager of Nebraska Area Rep, LLC since its inception in November 2014. She is also a Member and Manager of various entities that operate Studios.					
	Kim Lorenz has been a Member and Manager of Nebraska Area Rep, LLC since its inception in November 2014. She is also a Member and Manager of various entities that operate Studios. From February 2007 to June 2014, she was the Director of Sales at Be Present in Denver, Colorado.					
NEVADA						
OTLV REGION, LLC	Nevada (Clark County)	556 Pine Valley Road	Marietta	Georgia	30067	(404) 606-0267
<i>Item 2 Disclosures:</i>	Stephen Devlin has been the Managing Member of OTLV Region, LLC since October 2018. Since September 2016, he has been an owner of J&S Intermingle, the operator of a Studio in Delray Beach, Florida, and Allberry Hawaii LLC, the Area Representative for Hawaii. From July 2012 to October 2016, he was the Regional Director for Wax Orlando One in Orlando, Florida.					
NEW HAMPSHIRE						
See MAINE	New Hampshire (State)					
NEW JERSEY						
FITNESS ADVOCATE NJ, LLC	New Jersey (Northern NJ – Monmouth, Middlesex, Somerset, Hunterdon, Union, Morris, Warren, Essex, Hudson, Bergen, Passaic and Sussex counties)	207 W. 79 th Street, Ste. 9A	New York	New York	10024	(908) 400-0831
<i>Item 2 Disclosures:</i>	Adam Krell has been the Manager of Fitness Advocate NJ, LLC since its inception in July 2012. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
	Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
See PENNSYLVANIA	New Jersey - South (Burlington, Camden, Cumberland, Gloucester, Mercer and Salem counties)					
NEW MEXICO						
L5 FITNESS HOLDINGS, LLC NM	New Mexico (State) Texas (El Paso)	112 Krog Street Unit 17	Atlanta	Georgia	30307	303-941-- 3504
<i>Item 2 Disclosures:</i>	Eric Goetsch has served as President of L5 Fitness Holdings, LLC, in Southfield, Michigan, since December 2022, which is the parent company of certain Area Representatives in: (i) Illinois, (ii) Michigan, (iii) Missouri, (iv) Utah, (v) New Mexico, (vi) Texas, and (vii) Idaho. From October 2019 to September 2022, he served as Brand Vice President Operations for Massage Envy franchises owned by Atticus Franchise Group. From January 2013 to October 2019, Eric served as Vice President of Franchise Operations for Fitness Together Franchise, LLC and WellBiz Brands, Inc. in Englewood, Colorado.					
NEW YORK						
92 FITNESS CREW A/R BROOKLYN/QUEENS, LLC	New York (Boroughs of Brooklyn and Queens)	200 East 39 th Street 19D	New York	New York	10016	(404) 849- 2455
<i>Item 2 Disclosures:</i>	Lars Scofield has been a Member of 92 Fitness Crew A/R Brooklyn/Queens, LLC since its inception in January 2014. He is also a Member of various entities that operate Studios. From January 2013 to March 2015, he was Vice President- Global Sales and Business Development for MasterCard Advisors in New York, New York.					
	Charles Medrano has been a Member of 92 Fitness Crew A/R Brooklyn/Queens, LLC since its inception in January 2014. He is also a Member of various entities that operate Studios. Since 2004, he has been the Chief Executive Officer of Oak Construction Company in Miami, Florida.					
	Melissa Medrano has been a Member of 92 Fitness Crew A/R Brooklyn/Queens, LLC since its inception in January 2014. She is also a Member of various entities that operate Studios. Since 2009, she has been an attorney in Fort Lauderdale, Florida.					
RGL FITNESS LLC	New York (Nassau and Suffolk Counties)	35 Pinelawn Road, Ste.104 East	Melville	New York	11747	(631) 414- 7711
<i>Item 2 Disclosures:</i>	Emanuel Galanis has been a Member of RGL Fitness LLC since its inception in November 2014. He is also a Member of various entities that operate Studios. Since November 2014, he has been CFO of RGL Group LLC in Melville, NY.					
:	Nikolaos Galanis has been a Member of RGL Fitness LLC since its inception in November 2014. He is also a Member of various entities that operate Studios. Since November 2014, he has been President of RGL Group LLC in Melville, NY.					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
	Stamatios Regoukos has been a Member of RGL Fitness LLC since its inception in November 2014. He is also a Member of various entities that operate Studios.					
EMPIRE NY AR TWO LLC	New York (Putnam, Rockland, and Staten Island Counties)	207 W. 79 th Street, Ste. 9A	New York	New York	10024	(908) 400-0831
	Adam Krell has been the Manager of Empire NY AR Two LLC since its inception in August 2021. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
EMPIRE NY AR LLC	New York (Westchester)	207 W. 79 th Street, Ste. 9A	New York	New York	10024	(908) 400-0831
	Adam Krell has been the Manager of Empire NY AR LLC since its inception in August 2021. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
FITNESS ADVOCATE LLC	New York (West Manhattan)	207 W. 79 th Street, Ste. 9A	New York	New York	10024	(908) 400-0831
	Adam Krell has been the Manager of Fitness Advocate LLC since its inception in April 2012. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
NORTH CAROLINA						
CLT FITNESS AREA PARTNERS, INC.	North Carolina – Charlotte DMA including parts of South Carolina: North Carolina Counties of Ashe, Watauga, Avery, Caldwell, Burke, Cleveland, Alexander, Catawba, Lincoln, Gaston, Iredell, Mecklenburg, Rowan, Cabarrus, Stanly, Union, Anson and Richmond.	207 W. 79 th Street, Ste. 9A	New York	New York	10024	(908) 400-0831

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
	South Carolina Counties of: York, Chester, Lancaster & Chesterfield					
<i>Item 2 Disclosures:</i>	Adam Krell has been the Manager of CLT Fitness Area Partners, Inc. since August 2021 and has been the Manager of Fitness Advocate LLC since August 20, 2021. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
KMJE VENTURES, LLC	North Carolina (Raleigh/Chapel Hill) (Forsyth, Guilford, Alamance, Orange, Durham, Wake, Randolph, Chatham, Moore and New Hanover counties)	400 Meadowmont Village Circle, Ste. 421	Chapel Hill	North Carolina	27517	(202) 210-0492
<i>Item 2 Disclosures:</i>	Matt Slaine has been the Chief Executive Officer of KMJE Ventures, LLC since April 2022. He has also been the Chief Executive Officer of OT Growth Partners, LLC, OT Indiana AR, LLC (the Area Representative for portions of Indiana), OT Iowa AR, LLC (the Area Representative for Iowa), and OT Wisconsin AR, LLC (the Area Representative for Wisconsin) since April 2022. From May 2019 to January 2022, he was the Chief Executive Officer of Quality Restaurant Group, LLC in Greensboro, North Carolina. He serves in his various capacities in Chapel Hill, NC.					
NORTH DAKOTA						
FITNESS THAT WORKS DAKOTAS, LLC	North Dakota (State) and South Dakota (State)	1138 Lakeshore Drive	Jupiter	Florida	33458	651-270-5101
<i>Item 2 Disclosures:</i>	Justin Kelly has been the Chief Executive Officer and Owner of Fitness that Works Dakotas since August 2022 and has been the Chief Executive Officer and Owner of Fitness That Works, LLC since its inception in June 2011. Since June 2011, he has also been the President & CEO of Orange Fitness LLC (dba Orangetheory Fitness) in Plymouth, Minnesota.					
OHIO						
KSA WORLDWIDE, LLC	Ohio (Cleveland)	9202 Sharp Road	Olmstead Township	Ohio	44138	(408) 504-3150
<i>Item 2 Disclosures:</i>	Stephanie L. Altenburger has been Chief Executive Officer of KSA Worldwide, LLC since January 2023. She has served as the Co-Founder and Chief Executive Officer of Thrive Venture Group, LLC since December 2022 and as the Managing Partner of KSA Group LLC since March 2016. Since She serves in her present capacities in Cleveland, Ohio.					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
BCF LLC	Ohio (Cincinnati - Dayton)	11661 San Vicente Blvd., Ste 910	Los Angeles	California	90049	(310) 429-6461
<i>Item 2 Disclosures:</i>	Paul Marcus has been the Authorized Representative of BCF LLC since February 2020. Since July 2013, he has served as the Chief Executive Officer of West Coast Fitness LLC in Los Angeles, California, which is the parent company of the Area Representatives for (i) Los Angeles, (ii) portions of Northern California, (iii) the South Bay Counties in California, and (iv) Cincinnati-Dayton, Ohio.					
YOUNG AREA, LLC	Ohio (Columbus - Toledo) and Ohio Counties of Hocking, Vinton, Jackson, Meigs, Gallia and Lawrence West Virginia Counties of Mason, Cabell, Putnam and Kanawha	5656 Heathrow Drive	Powell	Ohio	43065	(614) 307-6782
<i>Item 2 Disclosures:</i>	Stephanie L. Altenburger has been Chief Executive Officer of Young Area, LLC since January 2023. She has served as the Co-Founder and Chief Executive Officer of Thrive Venture Group, LLC since December 2022 and as the Managing Partner of KSA Group LLC since March 2016. Since She serves in her present capacities in Cleveland, Ohio.					
OKLAHOMA						
OKLAHOMA FITNESS PARTNERS LLC	Oklahoma (State)	3900 Medical Parkway	Austin	Texas	78756	(813) 817-8645
<i>Item 2 Disclosures:</i>	Jeff Elmore is the Authorized Representative for Oklahoma Fitness Partners, LLC. He has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in Lafayette, Louisiana and Dallas, Texas since January 2024, which is the Area Representative, or parent company of the Area Representatives, for: (i) Arizona, (ii) Austin, (iii) San Antonio, (iv) Oklahoma, and (v) Philadelphia and Southern New Jersey. Since July 2023, he has served as the Managing Director of G2 Capital Advisors, LLC in Lafayette, Louisiana and Dallas, Texas. Since January 2007, he has been the owner of Elmore Consulting, LLC in Lafayette, Louisiana. From January 2018 to July 2019, he was Chief Restructuring Officer/Consultant for Quality Companies in Youngsville Louisiana.					
OREGON						
OGBERRY, LLC	Oregon (State) Washington (Clark County)	900 Circle 75 Parkway Ste 860	Atlanta	Georgia	30339	(404) 606-0267
<i>Item 2 Disclosures:</i>	Vincent Mariani is the Authorized Representative of Ogberry, LLC. He has been the Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York.					
PENNSYLVANIA						

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
BMA MANAGEMENT, LLC	Pennsylvania (Central)	556 Pine Valley Road	Marietta	Georgia	30067	(404) 606-0267
<i>Item 2 Disclosures:</i>	Vincent Mariani is the Authorized Representative of BMA Management, LLC. He has been the Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York.					
TANGERINE A/R VENTURES, LLC	Pennsylvania (Westmoreland, Allegheny, Butler, Beaver and Washington counties)	630 Chauvet Drive	Pittsburgh	Pennsylvania	15275	(412) 580-5713
<i>Item 2 Disclosures:</i>	James Rosenbloom has been a Managing Member of Tangerine A/R Ventures, LLC since its inception in December 2013. He is also a Member of various entities that operate Studios. Since 1979, he has been the President of Club One Fitness in Pittsburgh, Pennsylvania.					
	Christopher Labishak has been the Managing Owner of Tangerine A/R Ventures, LLC since its inception in December 2013. He is also a Member of various entities that operate Studios. Since January 2003, he has been the Managing Owner of Club One Fitness in Pittsburgh, Pennsylvania.					
	Cayley Labishak has been a Regional Sales Manager for Tangerine A/R Ventures, LLC since January 2014.					
RHODE ISLAND						
See MASSACHUSETTS	Rhode Island (State)					
SOUTH CAROLINA						
SOUTH CAROLINA AR HOLDINGS, LLC	South Carolina (except York, Chester, Lancaster and Chesterfield Counties)	900 Circle 75 Parkway Ste 860	Atlanta	Georgia	30339	(404) 606-0267
<i>Item 2 Disclosures:</i>	Vincent Mariani is the Authorized Representative of South Carolina AR Holdings, LLC. He has been the Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York.					
See NORTH CAROLINA	South Carolina Counties of: York, Chester, Lancaster & Chesterfield					
SOUTH DAKOTA						
See NORTH DAKOTA	South Dakota (State)					
TENNESSEE						

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
HH TN01-MS01 LLC	Tennessee (State) and Mississippi (Desoto County)	900 Circle 75 Parkway Ste 860	Atlanta	GA	30339	(404)- 606-0267
<i>Item 2 Disclosures:</i>	Vincent Mariani is the Authorized Representative of HH TN01-MS01 LLC. He has been the Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York.					
TEXAS						
AUSTIN FITNESS GROUP, LLC	Texas (Austin)	3900 Medical Parkway	Austin	Texas	78756	(813) 817-8645
<i>Item 2 Disclosures:</i>	Jeff Elmore has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in Lafayette, Louisiana and Dallas, Texas since January 2024, which is the Area Representative, or parent company of the Area Representatives, for: (i) Arizona, (ii) Austin, (iii) San Antonio, (iv) Oklahoma, and (v) Philadelphia and Southern New Jersey. Since July 2023, he has served as the Managing Director of G2 Capital Advisors, LLC in Lafayette, Louisiana and Dallas, Texas. Since January 2007, he has been the owner of Elmore Consulting, LLC in Lafayette, Louisiana. From January 2018 to July 2019, he was Chief Restructuring Officer/Consultant for Quality Companies in Youngsville Louisiana.					
CENTRAL TEXAS FITNESS LLC	Texas (Central Texas)	943 Mallard Drive	Coppell	Texas	75019	(214) 223-3237
<i>Item 2 Disclosures:</i>	Matthew Moyer has been the Managing Member of Central Texas Fitness LLC since its inception in July 2015. He is also a Member of various entities that operate Studios. From April 2014 to July 2015, he was not employed.					
CJKM PARTNERS, LLC	Texas (Dallas)	1614 S. Broadway Suite 100	Carrollton	Texas	75006	(469) 682-4192
<i>Item 2 Disclosures:</i>	James H. Webb, Jr. has been the Authorized Representative of CJKM Partners, LLC since November 2019 and the Managing Member of OTF Management - N. Texas, LLC since its inception in April 2013. He is also a Member of various entities that operate Studios.					
See NEW MEXICO	Texas (El Paso)					
CJKM PARTNERS, LLC	Texas (Fort Worth)	1614 S. Broadway Suite 100	Carrollton	Texas	75006	(214) 688-8234
<i>Item 2 Disclosures:</i>	James H. Webb, Jr. has been the Authorized Representative of CJKM Partners, LLC since November 2019 and the Managing Member of OTF Management - N. Texas, LLC since its inception in April 2013. He is also a Member of various entities that operate Studios.					
AFTERBURN COACHING LLC	Texas – Houston (and parts of surrounding counties)	14701 St. Mary's Rd., Ste 600	Houston	Texas	77079	(281) 409-7126

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
<i>Item 2 Disclosures:</i>	Jim Potesta has been the Chief Executive Officer and owner of Afterburn Coaching LLC and Afterburn Coaching Tampa LLC since July 2013. He also serves as the Authorized Representative of Big Horns Enterprises, LLC (the Area Representative for most of Washington) since November 2021.					
AUSTIN FITNESS GROUP, LLC	Texas (San Antonio)	3900 Medical Parkway	Austin	Texas	78756	(813) 817-8645
<i>Item 2 Disclosures:</i>	Jeff Elmore has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in Lafayette, Louisiana and Dallas, Texas since January 2024, which is the Area Representative, or parent company of the Area Representatives, for: (i) Arizona, (ii) Austin, (iii) San Antonio, (iv) Oklahoma, and (v) Philadelphia and Southern New Jersey. Since July 2023, he has served as the Managing Director of G2 Capital Advisors, LLC in Lafayette, Louisiana and Dallas, Texas. Since January 2007, he has been the owner of Elmore Consulting, LLC in Lafayette, Louisiana. From January 2018 to July 2019, he was Chief Restructuring Officer/Consultant for Quality Companies in Youngsville Louisiana.					
5A FITNESS, L.L.C	Texas (South Texas)	6551 Star Court	Laredo	Texas	78041	(956) 722-5251
<i>Item 2 Disclosures:</i>	Alfonso Arguindegui has been a Member of 5A Fitness, L.L.C. since its inception in August 2015. He is also a Member of 5A Fitness Laredo #1, L.L.C. Since January 2012, he has been the CEO of Arguindegui Oil Co. in Laredo, Texas. Alejandra Arguindegui has been a Member of 5A Fitness, L.L.C. since its inception in August 2015. She is also a Member of 5A Fitness Laredo #1, L.L.C. She has no prior business experience.					
INTERVAL FITNESS OF WEST TEXAS, LLC	Texas (West Texas)	5214 98 th Street Suite 300	Lubbock	Texas	79424	(806) 441-9094
<i>Item 2 Disclosures:</i>	Ronald Bostick has been a Member of Interval Fitness of West Texas, LLC since its inception in June 2015. Since April 2014, he has been the owner of I Am Second, LLC in Lubbock, Texas.					
UTAH						
L5 FITNESS HOLDINGS, LLC	Utah (State)	112 Krog Street, Unit 17	Atlanta	Georgia	30307	(303) 941-3504
<i>Item 2 Disclosures:</i>	Eric Goetsch has served as President of L5 Fitness Holdings, LLC, in Southfield, Michigan, since December 2022, which is the parent company of certain Area Representatives in: (i) Illinois, (ii) Michigan, (iii) Missouri, (iv) Utah, (v) New Mexico, (vi) Texas, and (vii) Idaho. From October 2019 to September 2022, he served as Brand Vice President Operations for Massage Envy franchises owned by Atticus Franchise Group. From January 2013 to October 2019, Eric served as Vice President of Franchise Operations for Fitness Together Franchise, LLC and WellBiz Brands, Inc. in Englewood, Colorado.					
VERMONT						
See MAINE	Vermont (State)					
VIRGINIA						
RA LIFE VIRGINIA, LLC			New York	New York	10024	

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
	Virginia (Northern Virginia inclusive of cities and counties as follows: Alexandria, Arlington, Falls Church, Fairfax, Loudoun, Manassas, Manassas Park, Prince William Spotsylvania, Stafford, Clark Fauquier and Warren and Fredericksburg)	207 W. 79th Street, Suite 9A				(908) 400-0831
<i>Item 2 Disclosures:</i>	Adam Krell has been the Manager of RA Life Virginia, LLC since September 2021. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
S.VA FITNESS LLC	Virginia (Southern Virginia - South of Fredericksburg)	487 Pinellas Bayway S., Unit 206	Tierra Verde	Florida	33715	(571) 206-2594
<i>Item 2 Disclosures:</i>	Robert Blum has been a Member of S. VA Fitness LLC since its inception in November 2014. He is also a Member of various entities that operate Studios. From May 2013 to January 2015, he was the President of Motion Realty Inc. Robert Kyle Turner has been a Member of S. VA Fitness LLC since its inception in November 2014. He is also a Member of various entities that operate Studios. From October 2009 to January 2015, he was the COO of Motion Realty Inc.					
WASHINGTON						
See OREGON	Washington (Clark County)					
BIG HORNS ENTERPRISES, LLC	Washington (State - except Clark County)	14701 St. Mary's Rd., Ste 600	Houston	Texas	77079	(281) 409-7126
<i>Item 2 Disclosures:</i>	Jim Potesta has been the Chief Executive Officer and owner of Big Horns Enterprises, LLC since November 2021 and of Afterburn Coaching LLC and Afterburn Coaching Tampa LLC since July 2013.					
WEST VIRGINIA						
See OHIO	West Virginia Counties of Mason, Cabell, Putnam and Kanawha					
WISCONSIN						
OT WISCONSIN AR, LLC	Wisconsin (State)	400 Meadow Village Circle, Ste. 421	Chapel Hill	North Carolina	27517	(202) 210-0492
<i>Item 2 Disclosures:</i>	Matt Slaine has been the Chief Executive Officer of OT Wisconsin AR, LLC since April 2022. He has also been the Chief Executive Officer of OT Growth Partners, LLC, KMJE Ventures, LLC (the Area Representative for portions of NC), OT Iowa AR, LLC (the Area Representative for Iowa), and OT Indiana AR, LLC (the Area Representative for portions of Indiana) since					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
	April 2022. From May 2019 to January 2022, he was the Chief Executive Officer of Quality Restaurant Group, LLC in Greensboro, North Carolina. He serves in his various capacities in Chapel Hill, NC.					
WYOMING						
See COLORADO	Wyoming (except Jackson Hole)					

EXHIBIT G-1 TO THE DISCLOSURE DOCUMENT

LIST OF CURRENT FRANCHISEES

LIST OF CURRENT FRANCHISEES

OPEN STUDIOS

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

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
0445	NICHEFITNESS2, LLC	1345 OPELIKA RD	AUBURN	Alabama	36830-3337	(334) 521-8081
1358	NICHEFITNESS10, LLC	2050 GADSDEN HWY	BIRMINGHAM	Alabama	35235-3260	(205) 387-3828
0364	NICHEFITNESS6, LLC	210 INVERNESS CORS	BIRMINGHAM	Alabama	35242-3764	(205) 991-9700
0563	NICHEFITNESS7, LLC	117 20TH ST S	BIRMINGHAM	Alabama	35233-2019	(205) 716-2111
0877	GRIFFIT INC.	6900 US HIGHWAY 90	DAPHNE	Alabama	36526-9575	(251) 626-3767
0942	COL 317, LLC	100 APPLE AVE	DOTHAN	Alabama	36303-6815	(334) 232-8993
0446	ALABAMAFIT3, LLC	930 BOB WALLACE AVE SW	HUNTSVILLE	Alabama	35801-5644	(256) 534-4344
0962	ALABAMAFIT7, LLC	8141 HIGHWAY 72 W	MADISON	Alabama	35758-9563	(256) 400-0070
0616	GRIFFIT, INC.	3664B AIRPORT BLVD	MOBILE	Alabama	36608-1616	(251) 340-7525
0365	NICHEFITNESS, LLC	1645 PERRY HILL RD	MONTGOMERY	Alabama	36106-2729	(334) 409-2007
1089	PROV 163 LLC	571 PINNACLE PL	PRATTVILLE	Alabama	36066-6544	(334) 380-5999
0771	NICHEFITNESS9, LLC	1451 DR EDWARD HILLARD DR	TUSCALOOSA	Alabama	35401-7448	(205) 464-9776
0564	NICHEFITNESS8, LLC	790 MONTGOMERY HWY	VESTAVIA HILLS	Alabama	35216-1873	(205) 823-5700
0669	S&B ALASKA, LLC	345 W 104TH AVE	ANCHORAGE	Alaska	99515-2634	(907) 519-0077
0115	AZOTF2, LLC	4850 S GILBERT RD	CHANDLER	Arizona	85249-3215	(480) 794-1055
0007	DJL FIT, LLC	900 N 54th Street Suite 2	Chandler	Arizona	85226	(480) 686-9054
0010	EPOC ENERGY LLC	1900 W GERMANN RD	CHANDLER	Arizona	85286-6838	(480) 699-6115
0908	FLAGSTAFF FITNESS PARTNERS, LLC	601 E PICCADILLY DR	FLAGSTAFF	Arizona	86001-5966	(928) 288-5300
0292	EAST GILBERT FIT, LLC	1440 S HIGLEY RD	GILBERT	Arizona	85296-1599	(480) 685-4950
0230	GILBERT FIT, LLC	1110 S GILBERT RD	GILBERT	Arizona	85296-3466	(480) 272-9400
0072	ARROWHEAD OTF LLC	17530 N 75TH AVE	GLENDALE	Arizona	85308-6196	(623) 266-9671
0213	FITNESS BY KAFORA AT LITCHFIELD PARK LLC	783 S COTTON LN	GOODYEAR	Arizona	85338-4646	(623) 935-2222

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
1100	LITCHFIELD FITNESS PARTNERS, LLC	14175 W INDIAN SCHOOL RD	GOODYEAR	Arizona	85395-8409	(623) 977-0025
0210	EAST MESA FIT, LLC	2836 N POWER RD	MESA	Arizona	85215-1678	(480) 634-6666
0020	OTF 1, LLC	3426 E BASELINE RD	MESA	Arizona	85204-7293	(480) 350-7750
0073	LAKE PLEASANT OTF LLC	25314 N LAKE PLEASANT PKWY	PEORIA	Arizona	85383-1367	(623) 566-1221
0248	BORN READY LLC	742 E GLENDALE AVE	PHOENIX	Arizona	85020-5357	(602) 749-1111
0025	CITRUS FITNESS, LLC	10810 N TATUM BLVD	PHOENIX	Arizona	85028-6056	(602) 493-2002
0030	FIT READY LLC	3923 E CAMELBACK RD	PHOENIX	Arizona	85018-2609	(602) 955-1798
0232	FITNESS BY KAFORA AT DOWNTOWN, LLC	50 W JEFFERSON ST	PHOENIX	Arizona	85003-2331	(602) 254-2929
0089	FITNESS BY KAFORA AT MOON VALLEY, LLC	753 EAST BELL RD	PHOENIX	Arizona	85022-2685	(602) 843-8808
0003	FITNESS BY KAFORA AT SCOTTSDALE, LLC	7000 E MAYO BLVD	PHOENIX	Arizona	85054-6152	(480) 473-5593
0638	LIVEFIT3, LLC	1928 E HIGHLAND AVE	PHOENIX	Arizona	85016-4626	(602) 277-5400
1093	LUCKY 7TH LLC	3350 N 7TH AVE	PHOENIX	Arizona	85013-4184	(602) 698-1714
0088	NORTH VALLEY OTF, LLC	2501 W HAPPY VALLEY RD	PHOENIX	Arizona	85085-3713	(602) 456-6900
0239	SOUTH MOUNTAIN FITNESS PARTNERS, LLC	2485 E BASELINE RD	PHOENIX	Arizona	85042-7091	(602) 362-6835
0878	QUEEN CREEK FIT, LLC	20715 E RITTENHOUSE RD	QUEEN CREEK	Arizona	85142-9871	(480) 646-3395
0409	DESERT RIDGE OTF, LLC	23757 N SCOTTSDALE RD	SCOTTSDALE	Arizona	85255-3465	(480) 447-4997
0080	OLD TOWN SCOTTSDALE FITNESS PARTNERS, LLC	7620 E INDIAN SCHOOL RD	SCOTTSDALE	Arizona	85251-3610	(480) 405-2683
0051	ZEST FITNESS, LLC	9301 E SHEA BLVD	SCOTTSDALE	Arizona	85260-6735	(480) 551-1111
0075	TANGELO FITNESS, LLC	7001 N SCOTTSDALE RD	South Scottsdale	Arizona	85253-3658	(480) 405-2737
0402	FITNESS BY KAFORA AT SURPRISE LLC	16846 W BELL RD	SURPRISE	Arizona	85374-3052	623-556-894
1293	NORTH TEMPE FITNESS PARTNERS, LLC	116 E UNIVERSITY DR	TEMPE	Arizona	85281-7099	(480) 531-6830
0079	TEMPE FITNESS PARTNERS, LLC	1855 E GUADALUPE RD	TEMPE	Arizona	85283-3273	(480) 300-5683
0293	TUCSON FIT 1, LLC	7057 N ORACLE RD	TUCSON	Arizona	85704-4329	(520) 838-0066
0294	TUCSON FIT 2, LLC	5575 E RIVER RD	TUCSON	Arizona	85750-6737	(520) 777-3221
0855	TUCSON FIT 3, LLC	6307 E BROADWAY BLVD	TUCSON	Arizona	85710-3502	(520) 265-5222

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
0856	TUCSON FIT 4, LLC	2501 E GRANT RD	TUCSON	Arizona	85716-2711	(520) 300-9585
1090	TUCSON FIT 5, LLC	9170 N SILVERBELL RD	TUCSON	Arizona	85743-8136	(520) 445-8999
1431	AR HIIT, LLC	1201 S WALTON BLVD	BENTONVILLE	Arkansas	72712-7880	(479) 364-0347
1146	AR HIIT, LLC	7357 ALCOA RD	BRYANT	Arkansas	72022-6204	(501) 626-8951
0996	AR HIIT, LLC	100 E JOYCE BLVD	FAYETTEVILLE	Arkansas	72703-6079	(479) 595-8709
1429	AR HIIT, LLC	6808 ROGERS AVE	FORT SMITH	Arkansas	72903-4068	(479) 769-2052
1147	AR HIIT LLC	2110 FAIR PARK BLVD	JONESBORO	Arkansas	72401-6330	(870) 277-0333
0404	AR HIIT LLC	16900 CHENAL PKWY	LITTLE ROCK	Arkansas	72223-4008	(501) 817-3166
0695	AR HIIT, LLC	6831 CANTRELL RD	LITTLE ROCK	Arkansas	72207-4134	(800) 203-2776
0997	AR HIIT, LLC	4832 N HILLS BLVD	NORTH LITTLE ROCK	Arkansas	72116-7621	(501) 404-7505
0826	AR HIIT, LLC	5100 W PAULINE WHITAKER PKWY	ROGERS	Arkansas	72758-8335	(888) 723-7090
0377	SFFIT ALA, LLC	2610 5TH ST	ALAMEDA	California	94501-6554	(510) 927-4414
0453	TKVI, LLC	170 ALAMO PLZ	ALAMO	California	94507-1507	(925) 378-5610
0101	SFFIT SOL, LLC	1495 SOLANO AVE	ALBANY	California	94706-2147	(510) 560-4020
1017	OCFIT AH, LLC	8108 E SANTA ANA CANYON RD	ANAHEIM	California	92808-1144	(657) 208-4000
1003	SUN ON THE FACE LLC	12838 STOCKDALE HWY	BAKERSFIELD	California	93314-3708	(661) 546-6001
0666	SFFIT BRK, LLC	2475 SHATTUCK AVE	BERKELEY	California	94704-2030	(510) 849-6404
0251	OCFIT NC LLC	3461 E IMPERIAL HWY	BREA	California	92823-6388	(714) 510-5100
0411	ROCK STAR FITNESS LLC	2565 SAND CREEK RD	BRENTWOOD	California	94513-7191	(925) 392-3923
0307	WCF BURBANK LLC	139 N SAN FERNANDO BLVD	BURBANK	California	91502-1208	(818) 405-0009
0413	LA BIRER GROUP, INC.	5741 KANAN RD	CALABASAS	California	91301-1601	(818) 991-1020
0555	SOCALFIT, LLC	1656A ARNEILL RD	CAMARILLO	California	93010-3402	(805) 764-1515
0123	CAMPBELL FITNESS, LLC	1725 S BASCOM AVE	CAMPBELL	California	95008-0623	(408) 684-8662
0519	CAPITOLA FITNESS LLC	1501 41ST AVE	CAPITOLA	California	95010-2909	(831) 359-4227
0117	SD FIT5 LLC	1820 MARRON RD	CARLSBAD	California	92008-1177	(760) 517-9090
1372	THE CAPITAL OF CALI FITNESS LLC	4005 MANZANITA AVE	CARMICHAEL	California	95608-1770	(916) 525-8333
1255	TFP CALIFORNIA PARTNERS VI, LLC	3642 VILLAGE DR	CASTRO VALLEY	California	94546-5605	(510) 244-1070
0180	TRISTAR FITNESS II, LLC	9229 WINNETKA AVE	CHATSWORTH	California	91311-8168	(818) 956-0005

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0758	JSA FIT 1, LP	874 EAST AVE	CHICO	California	95926-1220	(530) 722-4000
0363	LNC FITNESS, LLC	4525 CHINO HILLS PKWY	CHINO HILLS	California	91709-5856	(909) 906-1771
0952	SD FIT8, LLC	2015 BIRCH RD	CHULA VISTA	California	91915-2014	(619) 642-2400
0550	HIBI FITNESS MANAGEMENT II, LLC	2213 E BASELINE RD	CLAREMONT	California	91711-7904	(909) 929-1275
0466	FRESH SQUEEZE FITNESS, LLC	1785 HERNDON AVE STE 103	CLOVIS	California	93611-6198	(559) 271-6900
0983	SANTARA DALY CITY LLC	51 COLMA BLVD	COLMA	California	94014-3231	(650) 389-9988
0412	ROCK STAR ENTERPRISES LLC	5100 CLAYTON RD	CONCORD	California	94521-3164	(925) 304-6556
0469	INLAND FITNESS CORONA, INC.	2540 TUSCANY ST	CORONA	California	92881-4649	(951) 683-9662
0500	OCFIT CDM, LLC	3021 PACIFIC COAST HWY	CORONA DEL MAR	California	92625-2234	(949) 491-8700
0477	WCF CULVER CITY LLC	8770 WASHINGTON BLVD	CULVER CITY	California	90232-2390	(424) 666-2525
0216	MKS PARTNERS TWO, LLC	19409 STEVENS CREEK BLVD	CUPERTINO	California	95014-7142	(408) 663-5175
1015	OCFIT CYP LLC	6911 KATELLA AVE	CYPRESS	California	90630-5109	(657) 777-4151
1119	TKV4 LLC	409 RAILROAD AVE	DANVILLE	California	94526-3821	(925) 553-4777
0376	SFFIT DUB, LLC	5258 DUBLIN BLVD	DUBLIN	California	94568-7133	(925) 587-5182
1559	EV FITNESS RESULTS, LLC	12459 LIMONITE AVE.	EASTVALE	California	91752-2458	(909) 575-0111
0279	LECLAIR FITNESS III, LLC	4356 TOWN CENTER BLVD	EL DORADO HILLS	California	95762-7122	(916) 758-2212
0085	OTF MB, LLC	2041 ROSECRANS AVE	EL SEGUNDO	California	90245-4707	(310) 400-5662
0357	STANSBEFIT, LLC	9610 BRUCEVILLE RD	ELK GROVE	California	95757-5935	(916) 226-2683
0102	SFFIT EMV, LLC	5959 SHELLMOUND ST	EMERYVILLE	California	94608-1989	(510) 560-4565
0091	OTF-SD1 LLC	215 S EL CAMINO REAL	ENCINITAS	California	92024-4144	(760) 297-4545
0957	SAC IT TO ME BASSEL LLC	8921 MADISON AVE	FAIR OAKS	California	95628-4070	(916) 436-7003
0278	LECLAIR FITNESS II, LLC	230 PALLADIO PKWY	FOLSOM	California	95630-8785	(916) 790-6810
0677	MJD LLC	27482 PORTOLA PKWY	FOOTHILL RANCH	California	92610-2815	(949) 899-8181
0562	KOMA VENTURES IV, LLC	983 E HILLSDALE BLVD	FOSTER CITY	California	94404-2112	(650) 293-0929
0703	TFP CALIFORNIA FITNESS PARTNERS III, LLC.	46505 MISSION BLVD	FREMONT	California	94539-7993	(510) 735-0650
0704	TFP CALIFORNIA FITNESS PARTNERS IV, LLC.	37140 FREMONT BLVD	FREMONT	California	94536-3820	(510) 736-5646
0842	SUNNY SIDE FITNESS, LLC	7735 N BLACKSTONE AVE	FRESNO	California	93720-4314	(559) 326-9255
1128	AFTER BURN, LLC	1415 1ST ST	GILROY	California	95020	(408) 430-2226
0183	FITNESS FANATICS LOS FELIZ LLC	101 N BRAND BLVD	GLENDALE	California	91203-4626	(818) 398-7155

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0551	HIBI FITNESS MANAGEMENT III, LLC	651 S GRAND AVE	GLENDORA	California	91740-4183	(626) 804-1655
0549	CENTRAL COAST FITNESS SOLUTIONS LLC	5700 CALLE REAL	GOLETA	California	93117-2316	(805) 699-5551
0392	FITROCK, LLC	230 BON AIR CTR	GREENBRAE	California	94904-2416	(415) 481-0876
0702	TFP CALIFORNIA FITNESS PARTNERS II, LLC.	28541 HESPERIAN BLVD	HAYWARD	California	94545-5008	(510) 244-1355
0099	OCFIT HBR LLC	10036 ADAMS AVE	HUNTINGTON BEACH	California	92646-4905	(714) 489-8800
0953	OCFIT HBT LLC	7881 EDINGER AVE	HUNTINGTON BEACH	California	92647-7639	714-7880-2350
0103	OCFIT IRV LLC	5675 ALTON PKWY	IRVINE	California	92618-4059	(949) 439-2633
1072	MEGA DESERT CONSULTANTS, LLC AND OR ITS LLC ASSIGNEE	639 FOOTHILL BLVD	LA CANADA	California	91011	(626) 773-8191
1106	SD FIT10, LLC	6985 EL CAMINO REAL	LA COSTA	California	92009-4148	(760) 331-2610
1016	OCFIT LH LLC	1216 S IDAHO ST	LA HABRA	California	90631-0609	(714) 739-4800
0118	SD FIT4 LLC	8322 PARKWAY DR	LA MESA	California	91942-2893	(619) 916-5999
0503	KOMA VENTURES III, LLC	3517 MT DIABLO BLVD	LAFAYETTE	California	94549-3813	(925) 299-9800
0044	OCFIT LN, LLC	24034 ALISO CREEK RD	LAGUNA NIGUEL	California	92677-3910	(949) 667-9999
0457	TKV2, LLC	1518 1ST ST	LIVERMORE	California	94550-4302	(925) 621-0987
0252	OCFIT LB, LLC	6620 E PACIFIC COAST HWY	LONG BEACH	California	90803-4208	(562) 475-4788
0501	OCFIT LBX LLC	3850 WORSHAM AVE	LONG BEACH	California	90808-1954	(562) 731-0077
0522	CENTURY CITY FITNESS LLC	10250 SANTA MONICA BLVD	LOS ANGELES	California	90067-6494	(310) 405-0009
0630	FITNESS FANATICS DOWNTOWN LA, LLC	515 S FIGUEROA ST	LOS ANGELES	California	90071-3301	(213) 279-2900
1063	REDONDO FITNESS, LLC	687 S HOBART BLVD	LOS ANGELES	California	90005-4223	(213) 943-3007
1123	SOUTHPARK FIT, LLC	1120 S GRAND AVE	LOS ANGELES	California	90015-4677	(213) 483-0800
0120	WCF BRENTWOOD LLC	11661 SAN VICENTE BLVD	LOS ANGELES	California	90049-5150	(310) 694-5656
1480	WCF HOLLYWOOD LLC	5524 HOLLYWOOD BLVD	LOS ANGELES	California	90028	(323) 515-1002
1411	WCF MAR VISTA LLC	11942 W WASHINGTON BLVD	LOS ANGELES	California	90066	(323) 426-4188
0476	WCF MELROSE CROSSING, LLC	640 N LA BREA AVE	LOS ANGELES	California	90036-2014	(323) 450-2200
0354	MKS PARTNERS THREE, LLC	16250 LOS GATOS BLVD	LOS GATOS	California	95032-4518	(408) 384-4220
0479	WCF MARINA DEL REY LLC	4250 VIA MARINA	MARINA DEL REY	California	90292-7557	(424) 226-9400

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0699	B.P.S. PARTNERS LLC	750 REDWOOD HWY FRONTAGE RD	MILL VALLEY	California	94941-2483	(415) 433-1200
0928	KAM FITNESS, LLC	1317 MCCANDLESS DR	MILPITAS	California	95035-8123	(408) 834-8143
0157	SPH ENTERPRISES, LLC	26012 MARGUERITE PKWY	MISSION VIEJO	California	92692-3263	(949) 335-7600
1000	TYLER FITNESS, LLC	2001 MCHENRY AVE	MODESTO	California	95350-3245	(209) 222-3662
0253	OCFIT NC LLC	24040 CAMINO DEL AVION	MONARCH BEACH	California	92629-4005	(949) 617-2717
0432	LITTLE ROW FITNESS, LLC	50 E 3RD ST	MORGAN HILL	California	95037-3893	(408) 762-5858
0475	WCF MOUNTAIN VIEW LLC	555 SAN ANTONIO RD	MOUNTAIN VIEW	California	94040-1371	(650) 810-2008
0850	WINDSOR 3G, LLC	3270 CALIFORNIA BLVD	NAPA	California	94558-3380	(707) 345-1560
0403	MLR FITNESS LLC	1714 NEWBURY RD	NEWBURY PARK	California	91320-3473	(805) 764-1010
0043	OTF NB, LLC	1040 IRVINE AVE	NEWPORT BEACH	California	92660-4602	(949) 630-0555
0714	B.P.S. PARTNERS II, LLC	975 DIABLO AVE	NOATO	California	94947-7322	(415) 761-1119
1447	WCF NORTH HOLLYWOOD LLC	5200 LANKERSHIM BLVD	NORTH HOLLYWOOD	California	91601-3155	(818) 432-3388
1339	SFFIT OMC LLC	2084 MOUNTAIN BLVD. S.	OAKLAND	California	94611	(510) 394-0559
1337	SFFIT OTD LLC	2335 VALDEZ ST	Oakland	California	94612	(510) 992-4117
0287	OCFIT ORS LLC	1500 E VILLAGE WAY	ORANGE	California	92865-3621	(714) 978-4040
1288	ROCK STAR VENTURES, LLC	535 SAN PEDRO AVE	PACIFICA	California	94044-3971	(650) 239-6965
0548	DESERT FITNESS GROUP, LLC	73-470 EL PASEO	PALM DESERT	California	92260-4282	(760) 624-8010
1271	COACHELLA VALLEY FITNESS GROUP, LLC	333 S PALM CANYON DR	PALM SPRINGS	California	92262-7301	(760) 764-8010
0215	MKS PARTNERS ONE, LLC	2190 W BAYSHORE RD	PALO ALTO	California	94303-1835	(650) 328-1550
0168	INLAND FITNESS CA, LLC	2091 E COLORADO BLVD	PASADENA	California	91107-3507	(626) 788-9755
0388	DYER ENTERPRISES II, LLC	401 KENILWORTH DR	PETALUMA	California	94952-3402	(707) 345-1160
0807	SANTARA PINOLE, LLC	1400 PINOLE VALLEY RD	PINOLE	California	94564-1338	(510) 777-0600
0736	WCF PLAYA VISTA LLC	12746 W JEFFERSON BLVD	PLAYA VISTA	California	90094-2885	(213) 279-2006
0065	SFFIT PHL, LLC	963 CONTRA COSTA BLVD	PLEASANT HILL	California	94523-1945	(925) 400-9389
0200	SFFIT PTN, LLC	3020 BERNAL AVE	PLEASANTON	California	94566-6986	(925) 401-7399
0092	SD FIT LLC	12207 POWAY RD	POWAY	California	92064-4217	(858) 999-3004
0421	WAKEGA GROUP, LLC	12273 HIGHLAND AVE	RANCHO CUCAMONGA	California	91739-2575	(909) 922-2988

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0149	DIAL FITNESS, LLC	22401 ANTONIO PKWY., STE.D200	RANCHO SANTA MARGARITA	California	92688-3954	(949) 424-8884
0759	JSA FIT 1, LLC	1675 HILLTOP DR	REDDING	California	96002-0255	(530) 782-5000
0984	HIBI FITNESS MANAGEMENT I LLC	450 W STUART AVE	REDLANDS	California	92374-3124	(909) 654-4087
0735	REDONDO FITNESS, LLC	409 N PACIFIC COAST HWY	REDONDO BEACH	California	90277-2873	(424) 400-7433
0975	ALL OUT FITNESS, LLC	322 WOODSIDE PLZ	REDWOOD CITY	California	94061-3259	(650) 817-7050
0395	G&K FITNESS, LLC	236 REDWOOD SHORES PKWY	REDWOOD CITY	California	94065-1100	(650) 562-6577
0792	JK VENTURES I, LLC	600 RALEYS TOWNE CTR	ROHNERT PARK	California	94928-2455	(707) 343-8004
0465	BASSEL ROCK LLC	711 PLEASANT GROVE BLVD	ROSEVILLE	California	95678-6161	(916) 245-9005
0150	CAL FIT STUDIO, LLC	2030 DOUGLAS BLVD	ROSEVILLE	California	95661-3857	(916) 771-4683
0235	CAL FIT STUDIO 1, LLC	3270 ARENA BLVD	SACRAMENTO	California	95834-3001	(916) 283-4683
1001	CALI STYLE FITNESS LLC	2095 FAIR OAKS BLVD	SACRAMENTO	California	95825-8235	(916) 245-2203
1177	CALI STYLE FITNESS LLC	4710 FREEPORT BLVD	SACRAMENTO	California	95822	(916) 800-5532
0280	LECLAIR FITNESS IV, LLC	2901 K ST	SACRAMENTO	California	95816-5123	(916) 836-8383
0153	CALISEA LLC	802 AVENIDA PICO	SAN CLEMENTE	California	92673-5637	(949) 485-4885
0093	OTF-SD LLC	3980 W POINT LOMA BLVD	SAN DIEGO	California	92110-5601	(858) 216-2020
0526	SD FIT 6 LLC	16445 PASEO DEL SUR	SAN DIEGO	California	92127-4211	(858) 257-1777
0094	SD FIT2 LLC	11155 E OCEAN AIR DR	SAN DIEGO	California	92130-6670	(858) 207-3131
0116	SD FIT3 LLC	2665 5TH AVE	SAN DIEGO	California	92103-6646	(619) 363-4040
1459	SD FIT9 LLC	1130 F ST	SAN DIEGO	California	92101-6549	(619) 678-0071
0113	SDFIT MVY LLC	8960 UNIVERSITY CENTER LN	SAN DIEGO	California	92122-1085	(858) 248-8444
1460	SDFIT PCB LLC	1762 Garnet Ave	San Diego	California	92109-3350	(619) 573-9607
0114	SDFIT UTC LLC	7510 HAZARD CENTER DR	SAN DIEGO	California	92108-4525	(858) 248-8444
0454	SFFIT FD LLC	343 SANSOME ST	SAN FRANCISCO	California	94104-1341	(415) 569-2050
0455	SFFIT MB LLC	215 KING ST	SAN FRANCISCO	California	94107-1754	(415) 569-2051
0456	SFFIT MS LLC	1411 MARKET ST	SAN FRANCISCO	California	94103	(415) 741-0099
1152	SFFIT NOR LLC	1255 COLUMBUS AVE	SAN FRANCISCO	California	94133-1307	(415) 604-0211
1150	SFFIT PH LLC	1633 FILLMORE ST	SAN FRANCISCO	California	94115-3517	(415) 800-1852
0934	DTSJ FITNESS SOUTH, LLC	111 W SAINT JOHN ST	SAN JOSE	California	95113-1103	(408) 912-2886
0429	MS. FITNESS LLC	551 W CAPITOL EXPY	SAN JOSE	California	95136-3914	(408) 680-2058

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0434	SAN PEDRO SQUARE FITNESS, LLC	1360 THE ALAMEDA	SAN JOSE	California	95126-5003	(408) 912-1992
0811	SILVER CREEK FITNESS INC.	5687 SILVER CREEK VALLEY RD	SAN JOSE	California	95138-2426	(408) 495-4180
0111	WCF BLOSSOM HILL LLC	1080 BLOSSOM HILL RD	SAN JOSE	California	95123-1106	(408) 550-7004
0122	WILLOW GLEN FITNESS LLC	1331 LINCOLN AVE	SAN JOSE	California	95125-3022	(408) 297-2425
0701	TFP CALIFORNIA FITNESS PARTNERS I, LLC.	1252 FAIRMONT DR	SAN LEANDRO	California	94578-3508	(510) 736-5683
0843	OCEAN VIEW FITNESS, LLC	3865 S HIGUERA ST	SAN LUIS OBISPO	California	93401	(559) 472-9191
1273	SD FIT11, LLC	314 S TWIN OAKS VALLEY RD	SAN MARCOS	California	92078-4390	(760) 600-5610
0209	KOMA VENTURES I, LLC	101 S B ST	SAN MATEO	California	94401-3908	(650) 487-0404
0891	TKV3, LLC	2415 SAN RAMON VALLEY BLVD	SAN RAMON	California	94583-1651	(925) 905-9977
1071	THE FITNESS SOULTION, LLC	651 PASEO NUEVO	SANTA BARBARA	California	93101-3391	(805) 329-4100
0520	SANTA CLARA FITNESS LLC	3555 MONROE ST	SANTA CLARA	California	95051-7817	(408) 457-8989
0521	WCF MISSION PARK LLC	2020 WYATT DR	SANTA CLARA	California	95054-1548	(408) 550-7002
1062	WCF VALLEY FAIR LLC	2855 STEVENS CREEK BLVD	SANTA CLARA	California	95050-6709	(408) 898-1312
0362	CALIFORNIA FITNESS I, LLC	25914 MCBEAN PKWY	SANTA CLARITA	California	91355-2006	(661) 505-9860
0086	OTF SM, LLC	1431 2ND ST	SANTA MONICA	California	90401-2341	(310) 730-1399
0387	DYER ENTERPRISES I, LLC	733 CODDINGTOWN CTR	SANTA ROSA	California	95401-3510	(707) 331-1270
0478	WCF SHERMAN OAKS LLC	14006 RIVERSIDE DR	SHERMAN OAKS	California	91423-1945	(818) 405-0001
0887	CALIFORNIA FITNESS 2, LLC	2975 COCHRAN ST	SIMI VALLEY	California	93065-2792	(805) 864-2626
0527	SD FIT7 LLC	667 SAN RODOLFO DR	SOLANA BEACH	California	92075-2048	(858) 275-6200
1266	WCF SOUTH SAN FRANCISCO LLC	101 OYSTER POINT BLVD	SOUTH SAN FRANCISCO	California	94080-2034	(650) 826-2009
1226	FITTYLER, LLC	6575 PACIFIC AVE	STOCKTON	California	95207-3717	(209) 888-1342
0431	ROW-LIT FITNESS, LLC	155 S FRANCES ST	SUNNYVALE	California	94086	(408) 508-6724
0397	TIDEWATERS, LLC	32435 TEMECULA PKWY	TEMECULA	California	92592-5912	(951) 395-5415
0184	FITNESS FANATICS REDONDO BEACH LLC	3730 PACIFIC COAST HWY	TORRANCE	California	90505-6085	(310) 948-3845
0909	CALIFORNIA FITNESS 3, LLC	1855 W 11TH ST	TRACY	California	95376-3727	(209) 407-4084
0100	OCFIT TUS LLC	2865 EL CAMINO REAL	TUSTIN	California	92782-8904	(949) 864-6264
0917	TANNER FITNESS VACAVILLE LLC	2080 HARBISON DR	VACAVILLE	California	95687-3908	(707) 474-8844
0889	SFFIT VAL LLC	173 PLAZA DR	VALLEJO	California	94591-3708	(707) 366-0999

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1032	MAXX FITNESS LLC	4360 E MAIN ST	VENTURA	California	9300-8279	(805) 507-8080
0356	KOMA VENTURES II, LLC	1531 LOCUST ST	WALNUT CREEK	California	94596-4116	(925) 278-6313
0179	TRISTAR FITNESS, LLC	3755 E THOUSAND OAKS BLVD	WESTLAKE VILLAGE	California	91362-3607	(805) 715-3800
0414	LA BIRER GROUP, INC. AND/OR ITS CORPORATE ASSIGNEE	21841 VENTURA BLVD	WOODLAND HILLS	California	91364-1838	(818) 805-0900
0561	FIT IN ANYWHERE, LLC	8031 WADSWORTH BLVD	ARVADA	Colorado	80003-1639	(303) 647-1515
0029	MEADOW INC.	6554 S PARKER RD	AURORA	Colorado	80016-4737	(303) 645-4290
0517	OTF AURORA, LLC	4211 S BUCKLEY RD	AURORA	Colorado	80013-2947	(303) 645-4292
1050	TEAM MW LLC	24300 E SMOKY HILL RD	AURORA	Colorado	80016-1360	(303) 548-5080
0174	WSH BOULDER 29th, LLC	1850 29TH ST	BOULDER	Colorado	80301-1063	(303) 530-9663
1312	WSH SOUTH BOULDER, LLC	649A S BROADWAY ST	BOULDER	Colorado	80305-5926	(720) 893-0809
0071	OTF BROOMFIELD, INC.	1285 E 1ST AVE	BROOMFIELD	Colorado	80020-3765	(303) 469-4019
0504	DR CASTLE ROCK, LLC	3990 LIMELIGHT AVE	CASTLE ROCK	Colorado	80109-8036	(303) 747-4003
0042	OTF DENVER, LLC	6860 S UNIVERSITY BLVD	CENTENNIAL	Colorado	80122-1515	(303) 741-2247
0164	CIRCLE ONE NINE, LLC	5990 STETSON HILLS BLVD	COLORADO SPRINGS	Colorado	80923-3567	(719) 632-3777
0502	CIRCLING AGAIN, LLC	7469 N ACADEMY BLVD	COLORADO SPRINGS	Colorado	80920-3204	(719) 204-4442
1023	NORTHGATE FITNESS, LLC	13492 BASS PRO DR	COLORADO SPRINGS	Colorado	80921-3852	(719) 425-4253
1438	WSH BROADMOOR, LLC	104 E CHEYENNE RD STE 120	Colorado Springs	Colorado	80906-2517	(720) 386-5817
0129	DR FITNESS LLC	1400 WEWATTA ST	DENVER	Colorado	80202-5551	(303) 573-3925
0019	DR HOLDINGS, LLC	3300 W 32ND AVE	DENVER	Colorado	80211-3116	(720) 409-9509
0041	GG2G LLC	5010 E HAMPDEN AVE	DENVER	Colorado	80222-7329	(303) 757-8888
0037	WASHINGTON PARK WSH, LLC	999 S LOGAN ST	DENVER	Colorado	80209-5801	(303) 722-0544
0559	WSH DENVER UPTOWN, LLC	450 E 17TH AVE	DENVER	Colorado	80203-1254	(720) 485-4518
0558	WSH DTC, LLC	6770 E CHENANGO AVE	DENVER	Colorado	80237-3147	(720) 504-1015
0063	WSH LOWRY, LLC	200 QUEBEC ST	DENVER	Colorado	80230-7144	(303) 366-3311
0249	WSH STAPLETON, LLC	7349 E 29TH AVE	DENVER	Colorado	80238-2701	(303) 388-3600
1236	WSH WEST WASHINGTON PARK, LLC	381 S BROADWAY	DENVER	Colorado	80209-1522	(720) 408-0333

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1409	DR SLOHI,LLC	1931-A SHERIDAN BLVD	EDGEWATER	Colorado	80214-1300	(720) 575-9366
0173	WSH FT. COLLINS DRAKE, LLC	2261 E DRAKE RD	FORT COLLINS	Colorado	80525-1999	(970) 632-2020
1051	WSH FT. COLLINS HARMONY, LLC	250 E HARMONY RD	FORT COLLINS	Colorado	80525-3296	(954) 873-7262
0040	OTF COLORADO BOULEVARD, LLC	760 S COLORADO BLVD	GLENDALE	Colorado	80246-1900	(303) 996-8854
1504	WSH GREELEY LLC	4111 CENTERPLACE DR	GREELEY	Colorado	80634	(970) 400-1579
0009	WSH HIGHLANDS RANCH, LLC	9559 S UNIVERSITY BLVD	HIGHLANDS RANCH	Colorado	80126-7805	(303) 683-3312
0250	WSH WEST HIGHLANDS RANCH, LLC	1493 PARK CENTRAL DR	HIGHLANDS RANCH	Colorado	80129-2756	(720) 996-0461
0536	LVFIT, LLC	1455 COAL CREEK DR	LAFAYETTE	Colorado	80026-2785	(720) 613-8818
0535	BMFIT LLC	7700 W VIRGINIA AVE	LAKESWOOD	Colorado	80226-3144	(720) 402-3888
0052	N2 FITNESS LLC	8555 W BELLEVIEW AVE	LITTLETON	Colorado	80123-2196	(303) 979-6878
1115	WSH LONE TREE, LLC	9090 SKY RIDGE AVE	LONE TREE	Colorado	80124-5716	(970) 829-0081
0074	FIT IN PARKER LLC	17051 LINCOLN AVE	PARKER	Colorado	80134-3147	(720) 636-8606
1362	FIT IN PINE BLUFFS LLC	12227 PINE BLUFFS WAY	PARKER	Colorado	80134-4487	(720) 600-4711
0557	WSH THORNTON, LLC	4243 E 136TH AVE	THORNTON	Colorado	80602-6916	(720) 929-1649
0214	FIT IN GOLDEN	3244 YOUNGFIELD ST	WHEAT RIDGE	Colorado	80033-5276	(720) 307-5007
1300	M2 MANCHESTER L.L.C.	315 W Main St	Avon	Connecticut	06001-3686	(860) 967-3988
0808	DMS CT FITNESS 1, LLC	7 EAGLE RD	DANBURY	Connecticut	06810-4125	(203) 409-2020
0872	VO2 MAX TWO, LLC	364 BOSTON POST RD	DARIEN	Connecticut	06820	(203) 309-1669
0258	EMPIRE FAIRFIELD LLC	525 TUNXIS HILL CUT OFF	FAIRFIELD	Connecticut	06825-4447	(203) 883-8220
0623	M2 GLASTONBURY LLC.	27 WELLES ST	GLASTONBURY	Connecticut	06033-2047	(860) 856-5807
1070	CT SHORELINE FITNESS ENTERPRISE, INC.	1059 BOSTON POST RD	GUILFORD	Connecticut	06437-2608	(203) 295-7030
0873	HAMDEN FIT LLC	2335 DIXWELL AVE	HAMDEN	Connecticut	06514-2100	(203) 764-2211
0624	M2 AVON LLC.	1500 PLEASANT VALLEY RD	MANCHESTER	Connecticut	06042-8759	(860) 438-6390
0871	CFP-MILFORD, LLC	1682 BOSTON POST RD	MILFORD	Connecticut	06460-2776	(203) 872-2876
1251	3 JUDGES FITNESS LLC	25 Grove Street	New Haven	Connecticut	06511	(203) 921-7263
0682	EMPIRE NORWALK LLC	205 MAIN ST	NORWALK	Connecticut	06851-3530	(203) 883-6070
0810	DMS CT FITNESS 2 LLC	1 ETHAN ALLEN HWY	RIDGEFIELD	Connecticut	06877-6233	(203) 617-1701
0199	EMPIRE SHELTON LLC	704 BRIDGEPORT AVE	SHELTON	Connecticut	06484-4769	(203) 343-0900

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1052	VO2 MAX ONE, LLC	2000 W MAIN ST	STAMFORD	Connecticut	06902	0279-12-08
0064	VO2 MAX STAMFORD, LLC	1101 HIGH RIDGE RD	STAMFORD	Connecticut	06905-1203	(203) 883-9518
0622	M2 WEST HARTFORD LLC	345 N MAIN ST	WEST HARTFORD	Connecticut	06117-2515	(860) 288-5501
0448	EMPIRE WESTPORT LLC	645 POST RD E	WESTPORT	Connecticut	06880-4551	(203) 883-9262
1287	TC BUSINESS HOCKESSIN, LLC	46-48 FOX HUNT DR	BEAR	Delaware	19701	(302) 467-1517
1347	B&B FITNESS LLC	50 N DUPONT HWY	DOVER	Delaware	19901-4292	(302) 469-3572
1067	ALPHA FITNESS MIDDLETOWN LLC	476 MIDDLETOWN WARWICK RD	MIDDLETOWN	Delaware	19709-9192	(302) 426-2284
0965	ALPHA FITNESS NEWARK LLC	230 E MAIN ST	NEWARK	Delaware	19711-4562	(302) 273-8301
0665	ALPHA FITNESS PILOT LLC	4120 CONCORD PIKE	TALLEYVILLE	Delaware	19803-5401	(302) 449-9448
0779	EXERCISEXTREME LLC	4754B LIMESTONE RD	WILMINGTON	Delaware	19808-1928	(302) 426-2030
1105	FOGGY BOTTOM FITNESS LLC	2401 PENNSYLVANIA AVE NW	WASHINGTON	District of Columbia	20037-1730	(202) 868-5980
1248	G3 FITNESS GROUP VI LLC	320 FLORIDA AVE NE	WASHINGTON	District of Columbia	20002-5494	(202) 688-3633
1189	GLOVER PARK FITNESS LLC	1815 WISCONSIN AVE NW	WASHINGTON	District of Columbia	20007-2418	(202) 916-8800
1097	HH FITNESS CAPITOL HILL, LLC	330 7TH ST SE	WASHINGTON	District of Columbia	20003-2504	(202) 688-3161
1101	HH FITNESS THOMAS CIRCLE, LLC	1101 14TH ST NW	WASHINGTON	District of Columbia	20005-5601	(202) 919-5500
0943	JKOLA DC FITNESS, LLC	1925 14TH STREET NW	WASHINGTON	District of Columbia	20009	(202) 869-1700
1094	LZNF VENTURES LLC	609 H ST NE	WASHINGTON	District of Columbia	20002-4347	(202) 991-5898
1158	MAMMOTH FITNESS DC 2, LLC	3412 CONNECTICUT AVE NW	WASHINGTON	District of Columbia	20008-1306	(202) 545-7811
0903	MAMMOTH FITNESS DC, LLC	4600 WISCONSIN AVE NW	WASHINGTON	District of Columbia	20016-4673	(202) 516-8147
0694	MDMS CAPITAL DC1 LLC	82 I ST SE	WASHINGTON	District of Columbia	20003-8200	(540) 842-2411
1262	MDMS CAPITAL DC2 LLC	798 MAINE AVE SW	WASHINGTON	District of Columbia	20024-2495	(202) 227-2794
0437	S & W FITNESS ENTERPRISE, LLC	425 I ST NW	WASHINGTON	District of Columbia	20001-2542	(202) 469-1035

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0861	NASH FITNESS APOPKA, LLC	3030 E SEMORAN BLVD, STE 252	Apopka	Florida	32703-5953	(407) 618-8500
0015	FIT AVENTURA, LLC	18839 BISCAYNE BLVD	AVENTURA	Florida	33180-3397	(305) 400-0544
0048	OTPBC2, LLC	395 N CONGRESS AVE	BOYNTON BEACH	Florida	33426-3415	(561) 734-6777
0255	WELLCOMM LWR, LLC	5496 LENA RD	BRADENTON	Florida	34211	(941) 444-2442
1570	BRICKELL ELITE ATHLETICS LLC	800 Brickell Ave Suite 202	Brickell	Florida	33131-2974	(786) 558-4422
0284	CAPE CORAL COACHING LLC	2311 SANTA BARBARA BLVD	CAPE CORAL	Florida	33991-4394	(239) 218-4644
0598	FLORIDA FITNESS WORKS 3, LLC	49 BLAKE BLVD	CELEBRATION	Florida	34747-5415	(407) 613-2161
0134	DREAM FITNESS, LLC	25853 US 19 N	CLEARWATER	Florida	33763-2034	(727) 288-9897
0599	FLORIDA FITNESS WORKS4, LLC	13900 COUNTY ROAD 455	CLERMONT	Florida	34711-9052	(407) 910-2333
0286	COCONUT CREEK FITNESS PARTNERS, INC.	4449 LYONS RD	COCONUT CREEK	Florida	33073-4389	(954) 510-9400
0172	NEC FITNESS, LLC	5874 S FLAMINGO RD	COOPER CITY	Florida	33330-3238	(954) 434-6244
0106	CORAL SPRINGS FITNESS PARTNERS, INC.	1308 CORAL RIDGE DR	CORAL SPRINGS	Florida	33071-5419	(954) 800-2721
0028	KB ORANGE GROUP, INC.	6230 CORAL RIDGE DR	CORAL SPRINGS	Florida	33076-3386	(954) 345-7518
0337	I & R FITNESS LLC	18455 S DIXIE HWY	CUTLER BAY	Florida	33157-6815	(305) 234-1141
1413	FLORIDA FITNESS WORKS 6, LLC	2365 S WOODLAND BLVD	DELAND	Florida	32720	(386) 951-3455
1333	DRBNORTE, LLC	264 SE 5TH AVE	DELRAY BEACH	Florida	33483-5207	(561) 675-0600
1085	ALYKAY FITNESS IV, LLC	4495 FURLING LN	DESTIN	Florida	32541-5384	(850) 533-0084
0039	RAK FITNESS II LLC	5875 NW 105TH CT	DORAL	Florida	33178-6689	(305) 824-0420
1092	ESTERO COACHING LLC	10171 Estero Town Commons Place	Estero	Florida	33928	(954) 937-9696
0573	F5 ENTERPRISES, LLC	1615 COUNTY ROAD 220	FLEMING ISLAND	Florida	32003-4906	(904) 406-7343
0283	SIX MILE CYPRESS COACHING LLC	8001 DANI DR	FORT MYERS	Florida	33966-8016	(239) 292-5826
0652	GAINESVILLE COACHING II LLC	3205 CLARK BUTLER BLVD	GAINESVILLE	Florida	32608-2436	(352) 242-0020
0161	GAINESVILLE COACHING LLC	2005 NW 43RD ST	GAINESVILLE	Florida	32605-3481	(352) 559-3937
0607	HOMESTEAD FITNESS, LLC.	803 N HOMESTEAD BLVD	HOMESTEAD	Florida	33030-5024	(786) 632-7800
0152	F 4 ENTERPRISES, LLC	13500 BEACH BLVD STE 30	JACKSONVILLE	Florida	32224-7221	(904) 385-4336
1538	F13 ENTERPRISES LLC	2039 HENDRICKS AVENUE	JACKSONVILLE	Florida	32207	(904) 712-6949

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

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1509	FLORIDA FITNESS WORKS 7, LLC	12851 NARCOOSSEE RD	ORLANDO	Florida	32832	(407) 734-0527
1513	FLORIDA FITNESS WORKS 8, LLC	4100 N ALAFAYA TRL	ORLANDO	Florida	32817	(407) 723-7700
0067	OTF ORLANDO, LLC	7343 W SAND LAKE RD	ORLANDO	Florida	32819-5209	(407) 982-2822
0107	OTF WATERFORD, LLC	12301 LAKE UNDERHILL RD	ORLANDO	Florida	32828-4508	(407) 440-2906
0219	92 FITNESS CREW FLORIDA I, LLC	2612 PGA BLVD	PALM BEACH GARDENS	Florida	33410-2904	(561) 859-0683
0056	92 FITNESS CREW FLORIDA II, LLC	6271 PGA BLVD	PALM BEACH GARDENS	Florida	33418-4034	(561) 702-2308
0121	PALM HARBOR COACHING, LLC	33645 US HIGHWAY 19 N	PALM HARBOR	Florida	34684-2639	(727) 288-9901
0848	PANAMA CITY FITNESS GROUP LLC	15500 PANAMA CITY BEACH PKWY	PANAMA CITY BEACH	Florida	32413-5424	(850) 299-4999
0004	PINES OTF, INC.	14918 PINES BLVD	PEMBROKE PINES	Florida	33027-1213	(954) 534-9949
0664	ALYKAY FITNESS II, LLC	5555 N DAVIS HWY	PENSACOLA	Florida	32503-2066	(850) 449-2232
0027	KBOG PLANTATION, INC.	10073 CLEARY BLVD	PLANTATION	Florida	33324-1064	(954) 693-8444
0838	F9 ENTERPRISES, LLC	152 CAPITAL GREEN DR	PONTE VEDRA	Florida	32081-0951	(904) 900-7644
0605	PORT ORANGE FITNESS COMPANY, LLC	5521 S WILLIAMSON BLVD	PORT ORANGE	Florida	32128-8300	(386) 492-0544
0449	PSL FITNESS, LLC	884 SW SAINT LUCIE WEST BLVD	PORT ST LUCIE	Florida	34986-1765	(772) 212-1470
0958	RIVERVIEW COACHING, LLC	10173 BIG BEND RD	RIVERVIEW	Florida	33578-7417	(813) 607-5646
0002	SAE FITNESS LLC	11021 SOUTHERN BLVD	ROYAL PALM BEACH	Florida	33411-4241	(561) 753-8111
0890	DOWNTOWN ST. PETE COACHING, LLC	640 1ST AVE S	SAINT PETERSBURG	Florida	33701-4120	(727) 513-5646
1045	FLORIDA FITNESS WORKS 2, LLC	4932 W STATE ROAD 46	SANFORD	Florida	32771-9244	(407) 986-6295
0254	WELLCOMM SRQ NORTH, LLC	1605 MAIN ST	SARASOTA	Florida	34236-5840	(941) 444-2440
0185	WELLCOMM SRQ SOUTH, LLC	6509 S TAMIAMI TRL	SARASOTA	Florida	34231-4827	(941) 444-2439
0841	F11 ENTERPRISES LLC	833 S PONCE DE LEON BLVD	ST AUGUSTINE	Florida	32084-6005	(904) 647-8088
0635	F6 ENTERPRISES LLC	2851 COUNTY ROAD 210 W	ST JOHNS	Florida	32259-4087	(904) 671-7071
0013	4th STREET COACHING, LLC	5032 4TH ST N	ST PETERSBURG	Florida	33703-2902	(727) 897-5566
0078	TYRONE COACHING, LLC	1530 66TH ST N	ST PETERSBURG	Florida	33710-5506	(727) 235-6998
1286	F10 ENTERPRISES, LLC	150 Village Commons Dr	St. Augustine	Florida	32092-4547	(954) 915-8685
0206	MAIJA FITNESS, LLC	2303 SE FEDERAL HWY	STUART	Florida	34994-4528	(772) 266-8344

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1078	SUNRISE FITNESS PARTNERS, INC.	12532 W SUNRISE BLVD	SUNRISE	Florida	33323-2999	(954) 289-5100
0220	HAWTHORNE TALLYHO1, LLC	1321 THOMASVILLE RD	TALLAHASSEE	Florida	32303-5607	(850) 210-0503
0221	HAWTHORNE TALLYHO2, LLC	1400 VILLAGE SQUARE BLVD	TALLAHASSEE	Florida	32312-1234	(850) 895-9683
1254	GANDY COACHING LLC	4810 S MANHATTAN AVE	TAMPA	Florida	33611	(813) 773-6623
0203	GLOBAL FITNESS ENTERPRISES II, LLC	13122 N DALE MABRY HWY	TAMPA	Florida	33618-2406	(813) 964-3194
0181	GLOBAL FITNESS ENTERPRISES III, LLC	1061 E CUMBERLAND AVE	TAMPA	Florida	33602	(813) 513-9845
0066	JJ LUGO ENTERPRISES, INC.	11721 W HILLSBOROUGH AVE	TAMPA	Florida	33635-9748	(813) 852-8009
1330	SERENDIPITY FITNESS PARTNERS, LLC	2798 E FOWLER AVE	TAMPA	Florida	33612-6207	(813) 400-2977
0018	SOUTH TAMPA COACHING, LLC	115 S DALE MABRY HWY	TAMPA	Florida	33609-2838	(813) 356-0620
1569	F16 ENTERPRISES LLC	1028 OLD MILL RUN	The Villages	Florida	32162-1678	(352) 504-0065
0087	WELLCOMM UP, LLC	5275 UNIVERSITY PKWY	UNIVERSITY PARK	Florida	34201-3013	(941) 444-2435
0931	LITHIA COACHING, LLC	3311 LITHIA PINECREST RD	VALRICO	Florida	33596-5636	(813) 743-4683
0606	CAPN FITNESS LLC	5240 US HIGHWAY 1	VERO BEACH	Florida	32967-7604	(772) 205-3733
0128	SAE FITNESS LLC	2625 S STATE ROAD 7	WELLINGTON	Florida	33414-9378	(561) 296-0485
0282	GLOBAL FITNESS ENTERPRISES IV, LLC	28210 PASEO DR	WESLEY CHAPEL	Florida	33543-5374	(813) 235-0664
0416	WEST MELBOURNE STUDIO LLC	1559 W NEW HAVEN AVE	WEST MELBOURNE	Florida	32904-3905	(321) 369-9169
0055	MJL FITNESS, LLC	1900 OKEECHOBEE BLVD	WEST PALM BEACH	Florida	33409-4132	(561) 771-1180
0008	BROWARD FITNESS INVESTMENTS, LLC	1132 WESTON RD	WESTON	Florida	33326-1915	(954) 888-6660
0459	NASH FITNESS LLC	13620 SUMMERPORT VILLAGE PKWY	WINDERMERE	Florida	34786-7366	(407) 895-7002
0525	OTF WINTER GARDEN, LLC	2883 MAGUIRE RD	WINDERMERE	Florida	34786-6057	(407) 895-7002
1378	F12 ENTERPRISES LLC	463867 STATE ROAD 200	YULEE	Florida	32097-3605	(904) 639-6003
1188	JM ACWORTH LLC	4391 ACWORTH DALLAS RD NW	ACWORTH	Georgia	30101-4335	(770) 674-8722
0125	VAILLANTINO, LLC	3450 OLD MILTON PKWY	ALPHARETTA	Georgia	30005-4517	(770) 686-5352
0355	HILTON AND BUTLER FITNESS, LLC	196 ALPS RD	ATHENS	Georgia	30606-4085	(706) 521-0595
1012	HILTON FITNESS LLC	265 OCONEE ST	ATHENS	Georgia	30601-3603	(706) 715-4699
0162	BLACKBERRY VISION, LLC	3097 PIEDMONT RD NE	ATLANTA	Georgia	30305-2638	(404) 719-0170

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0127	BLUEBERRY VISION INVESTMENTS, INC.	857 COLLIER RD NW	ATLANTA	Georgia	30318-2544	(404) 455-0402
0083	CONFLUENCE GROUP LLC	5975 ROSWELL RD	ATLANTA	Georgia	30328-4055	(770) 905-2600
0400	CRANBERRY VISION LLC	4260 N PEACHTREE RD NE	ATLANTA	Georgia	30319	(404) 772-8120
0382	EFFECTIVE FITNESS, LLC	975 MEMORIAL DR SE	ATLANTA	Georgia	30316-1691	(470) 489-5701
1421	JM INMAN PARK LLC	299 N HIGHLAND AVE NE	ATLANTA	Georgia	30307-2662	(404) 662-2308
1424	JM SOUTH BUCKHEAD LLC	2255 PEACHTREE RD NE	ATLANTA	Georgia	30309-1101	(770) 267-5777
1422	JM WEST MIDTOWN LLC	980 HOWELL MLL RD	ATLANTA	Georgia	30318	(770) 368-6267
0247	RASBERRY VISION LLC	4279 ROSWELL RD NE	ATLANTA	Georgia	30342-3759	(404) 434-2129
0190	SIMPLE BERRY LLC	855 EMORY POINT DR STE 115	ATLANTA	Georgia	30329-4152	(404) 698-0251
0137	STRAWBERRY VISION, LLC	933 PEACHTREE ST NE STE 939A	ATLANTA	Georgia	30309-7900	(770) 905-2600
0270	VVDC NORTHLAKE, LLC	2152 HENDERSON MILL RD NE	ATLANTA	Georgia	30345-3762	(678) 679-3400
1489	JM AUGUST 2 LLC	3602 EXCHANGE LN	AUGUSTA	Georgia	30909	(706) 780-6016
0496	JW CANTON, LLC	3640 MARIETTA HWY	CANTON	Georgia	30114-8310	(470) 592-0098
1205	VVDC CHAMBLEE, LLC	5211 PEACHTREE BLVD	CHAMBLEE	Georgia	30341-3165	(678) 333-3752
0299	B.O.B. FITNESS LLC	5592 WHITESVILLE RD STE B	COLUMBUS	Georgia	31904-3419	(706) 905-1870
0300	NSU FITNESS, LLC	1735 BUFORD HIGHWAY	CUMMING	Georgia	30041-1268	(770) 887-2223
0317	JM SUGAR HILL, LLC	2463 HAMILTON MILL PKWY	DACULA	Georgia	30019-4648	(470) 443-1800
0383	EFFECTIVE FITNESS DECATUR, LLC	319 W PONCE DE LEON AVE	DECATUR	Georgia	30030-2499	(770) 797-5080
0495	CAP FITNESS DOUGLASVILLE, LLC	2750 CHAPEL HILL RD	DOUGLASVILLE	Georgia	30135-1705	(770) 755-8772
0316	JM DULUTH LLC	2220 PEACHTREE INDUSTRIAL BLVD	DULUTH	Georgia	30097-7678	(678) 648-5600
0731	VVDC DUNWOODY, LLC	2480 JETT FERRY RD	DUNWOODY	Georgia	30338-3074	(678) 580-8095
0368	JM AUGUSTA LLC	4274 WASHINGTON RD	EVANS	Georgia	30809-3348	(706) 814-3024
1397	JM GAINESVILLE LLC	833 DAWSONVILLE HWY	GAINESVILLE	Georgia	30501-2648	(770) 631-5966
0189	VAILLANTINO LS, LLC	8465 HOLCOMB BRIDGE RD	JOHNS CREEK	Georgia	30022-8599	(470) 388-3159
0271	VVDC WEBB GIN, LLC	1250 SCENIC HWY	LAWRENCEVILLE	Georgia	30045-7822	(770) 450-1234
1528	JM MABLETON LLC	1025 VETERANS MEMORIAL HWY	MABLETON	Georgia	30126	(678) 368-4444

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1148	JCM MACON, LLC	4357 FORSYTH RD STE 250	MACON	Georgia	31210-0546	(478) 845-4505
0374	CONFLUENCE GROUP II, LLC	3000 WINDY HILL RD SE	MARIETTA	Georgia	30067-8430	(678) 701-5510
0265	JM ATHENS, LLC	3600 DALLAS HWY SW	MARIETTA	Georgia	30064-1631	(770) 876-4339
0263	JM CANTON, LLC	2555 PRADO LN	MARIETTA	Georgia	30066-3516	(770) 687-3625
0436	JM MARIETTA HOLDINGS, LLC	1750 POWDER SPRINGS RD SW	MARIETTA	Georgia	30064-4865	(678) 810-1814
0124	VAILLANTINO JC, LLC	1401 JOHNSON FERRY RD	Marietta	Georgia	30062-6495	(678) 920-9455
0370	VVDC SANDY PLAINS, LLC	2960 SHALLOWFORD RD	MARIETTA	Georgia	30066-3012	(561) 702-2308
1149	JCM MCDONOUGH, LLC	1663 HIGHWAY 20 W	MCDONOUGH	Georgia	30253-7311	(678) 505-7877
0866	VVDC MILTON, LLC	12635 CRABAPPLE RD	MILTON	Georgia	30004-5800	(404) 890-7388
0612	CAP FITNESS LLC	1731 NEWNAN CROSSING BLVD E	NEWNAN	Georgia	30265-1598	(470) 240-7787
0315	JM NORCROSS, LLC	5270 PEACHTREE PKWY	NORCROSS	Georgia	30092-2558	(678) 786-4100
0298	BMM FITNESS, LLC	130 PEACHTREE EAST SHOPPING CTR	PEACHTREE CITY	Georgia	30269-4045	(678) 263-3086
0379	VVDC POOLER, LLC	201 BLUE MOON XING	POOLER	Georgia	31322	(912) 963-7076
1523	JM ROME FITNESS, LLC	1431 TURNER MCCALL BLVD	ROME	Georgia	30161	(770) 727-2943
0193	VIVENCIA FIT ONE LLC	625 W CROSSVILLE RD	ROSWELL	Georgia	30075-7504	(770) 625-6122
0369	VVDC SAVANNAH, LLC	1800 E VICTORY DR	SAVANNAH	Georgia	31404-4195	(912) 921-9519
0833	JK FIT LLC	4495 W VILLAGE WAY SE	SMYRNA	Georgia	30080-9252	(678) 539-9715
0494	HBB GROUP LLC	1227 ROCKBRIDGE RD	STONE MOUNTAIN	Georgia	30087-3064	(770) 604-1812
0845	JM BUFORD, LLC	5019 W BROAD ST	SUGAR HILL	Georgia	30518-5188	(678) 786-4120
0194	VIVENCIA FIT TWO LLC	2615 PEACHTREE PKWY	SUWANEE	Georgia	30024-1024	(770) 688-0622
0272	VVDC LAWRENCVILLE, LLC	3268 INNER PERIMETER RD	VALDOSTA	Georgia	31602-1006	(229) 474-3804
1278	JM VININGS, LLC	4300 PACES FERRY RD SE	VININGS	Georgia	30339-5715	(770) 727-5022
1138	REV-IT-UP FITNESS LLC	3030 WATSON BLVD	WARNER ROBINS	Georgia	31093-8506	(478) 845-6007
0264	JM WOODSTOCK, LLC	200 PARKBROOKE DR	WOODSTOCK	Georgia	30189-6331	(770) 833-4550
0481	ALOHABERRY, LLC	449 KAPAHULU AVE	HONOLULU	Hawaii	96815-3850	(808) 445-9227
0423	HELLOBERRY HAWAII, LLC	660 ALA MOANA BLVD	HONOLULU	Hawaii	96813-5400	(808) 762-2004
1560	PAU LOA LLC	91-5431 KAPOLEI PKWY STE 1116	Kapolei	Hawaii	96707-5007	(808) 909-3308

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
1545	MAUI HEALTH AND FITNESS LLC	58 HO'OKELE ST STE 510 KAHULUI HI 96732-3550	Maui	Hawaii		(808) 270-1922
1049	J AND J FITNESS IF LLC	2674 E SUNNYSIDE RD	AMMON	Idaho	83406-7548	(208) 541-1702
0800	L5 FITNESS IDAHO, LLC	979 E PARKCENTER BLVD	BOISE	Idaho	83706-6721	(208) 246-8600
0523	L5 FITNESS IDAHO, LLC	2970 N EAGLE RD	MERIDIAN	Idaho	83646-6620	(208) 895-9076
1405	L5 FITNESS IDAHO, LLC	1240 W CHINDEN BLVD	MERIDIAN	Idaho	83646-7073	(208) 352-3844
0986	L5 FITNESS ILLINOIS-NORTH EAST, LLC	1624 S RANDALL RD	ALGONQUIN	Illinois	60102-5923	(847) 565-5711
1034	WIN CITY FITNESS GROUP II, LLC	813 S IL ROUTE 59	BARTLETT	Illinois	60103-1629	(630) 246-3333
0804	JH FITNESS, LLC	1500 E EMPIRE ST	BLOOMINGTON	Illinois	61701-7908	(309) 434-5500
1084	WIN WHEAT FIT, INC.	547 S SCHMALE RD	CAROL STREAM	Illinois	60188-2451	(630) 402-6789
1010	ILLINI FITNESS LLC	2035 S NEIL ST	CHAMPAIGN	Illinois	61820-7219	(217) 302-6500
0318	CHICAGOLAND FITNESS I, LLC	1126 W GRANVILLE AVE	CHICAGO	Illinois	60660-2013	(773) 234-0311
0424	CHICAGOLAND FITNESS II, LLC	3328 N WESTERN AVE	CHICAGO	Illinois	60618-6213	(312) 971-6223
0425	CHICAGOLAND FITNESS III, LLC	4728 N LINCOLN AVE	CHICAGO	Illinois	60625-2010	(312) 755-6650
0427	CHICAGOLAND FITNESS V, LLC	2251 N MILWAUKEE AVE	CHICAGO	Illinois	60647-4035	(312) 874-7227
0684	CHICAGOLAND FITNESS VI, LLC	5012 N CLARK ST	CHICAGO	Illinois	60640-2824	(773) 717-7999
0686	CHICAGOLAND FITNESS VIII, LLC	1055 S. Clinton	Chicago	Illinois	60607	(312) 796-5585
0545	DRA FITNESS LLC	1005 S STATE ST	CHICAGO	Illinois	60605-2221	(312) 734-1100
0534	FULTON RIVER FITNESS, LLC	731 N MILWAUKEE AVE	CHICAGO	Illinois	60642-5954	(312) 832-9899
0743	JOMIL LLC	5109 S HARPER AVE	CHICAGO	Illinois	60615-4119	(773) 377-4747
0321	JS FITNESS WICKER PARK LLC	1634 W NORTH AVE	CHICAGO	Illinois	60622-2255	(312) 757-1644
0032	L5 FITNESS ILLINOIS-NORTH EAST, LLC	2209 N HALSTED ST	CHICAGO	Illinois	60614-8779	(312) 762-5556
1229	L5 FITNESS ILLINOIS-NORTH EAST, LLC	155 N MICHIGAN AVE	CHICAGO	Illinois	60601-7511	(312) 757-5144
0305	PERLOFF - PROVIDENCE STUDIO #3 LLC	3738 N HALSTED ST	CHICAGO	Illinois	60613	(224) 252-0242
0304	PERLOFF PROVIDENCE STUDIO #2 LLC	3010 N ASHLAND AVE	CHICAGO	Illinois	60657-3012	(312) 778-8830

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1351	SOUTH LOOP 2 FITNESS, LLC	110 E. CERMAK RD.	CHICAGO	Illinois	60616-4930	(312) 635-7474
0331	STUDIO FITNESS GROUP LLC	1513 N WELLS ST	CHICAGO	Illinois	60610-3488	(312) 625-1204
0333	STUDIO FITNESS GROUP RIVER NORTH LLC	640 N WELLS ST	CHICAGO	Illinois	60654-3733	(312) 724-7600
0334	STUDIO FITNESS GROUP STREETERVILLE LLC	211 E GRAND AVE	CHICAGO	Illinois	60611-3311	(312) 778-8998
0330	STUDIO FITNESS GROUP WEST LOOP LLC	823 W MADISON ST	CHICAGO	Illinois	60607	(773) 741-1600
1227	L5 FITNESS ILLINOIS- WEST, LLC	6654 EDWARDSVILLE CROSSING DR	EDWARDSVILLE	Illinois	62025-2706	(618) 669-0011
0319	2MC CORP.	187 S IL ROUTE 83	ELMHURST	Illinois	60126	(331) 642-1500
0126	NORTHSHORE OTF, LLC	2800 CENTRAL ST	EVANSTON	Illinois	60201-1222	(847) 491-9090
0544	HEARNE FITNESS, LLC	21000 S LAGRANGE RD	FRANKFORT	Illinois	60423-2004	(630) 394-5050
0537	L5 FITNESS ILLINOIS- WEST, LLC	2401 KANEVILLE RD	GENEVA	Illinois	60134-2579	(630) 503-6818
0326	CHICAGOLAND FITNESS XII LLC	862 ROOSEVELT RD	GLEN ELLYN	Illinois	60137-6057	(630) 984-6886
0237	C & Z FIT, LLC	1464 WAUKEGAN RD	GLENVIEW	Illinois	60025-2121	(847) 486-9100
0685	CHICAGOLAND FITNESS VII, LLC	4747 N HARLEM AVE	HARWOOD HEIGHTS	Illinois	60706-4600	(708) 400-8648
0687	CHICAGOLAND FITNESS IX, LLC	1835 2ND ST	HIGHLAND PARK	Illinois	60035-3113	(847) 631-1122
0991	CHICAGOLAND FITNESS XIII LLC	2626 N SUTTON RD	HOFFMAN ESTATES	Illinois	60192-3706	(224) 422-2454
0646	C & Z FIT II, LLC	20393 N RAND RD	KILDEER	Illinois	60074-2020	(224) 662-7177
0238	MADGRA COMPANY	10 N ASHLAND AVE	LA GRANGE	Illinois	60525-2055	(708) 793-7003
0554	CHICAGO NORTHSHORE FITNESS, INC.	1050 N WESTERN AVE	LAKE FOREST	Illinois	60045-1207	(847) 728-8700
1450	C&Z Fit V, LLC	480 S RAND RD	LAKE ZURICH	Illinois	60047-2359	(847) 740-3988
0985	PROVIDENCE VENTURE STUDIO #4 LLC	202 YORKTOWN SHOPPING CTR	LOMBARD	Illinois	60148-5526	(630) 451-9960
0303	PERLOFF - PROVIDENCE STUDIO #1 LLC	1032 CENTER DR	MOUNT PROSPECT	Illinois	60056-1156	(847) 737-5584
1548	CHICAGOLAND FITNESS XVI LLC	3018 W Illinois 60	Mundelein	Illinois	60060	(224) 358-3665
0031	L5 FITNESS ILLINOIS-WEST, LLC	24 W GARTNER RD	NAPERVILLE	Illinois	60540-7551	(331) 444-3232
0227	MAJAMINO, LLC	2936 SHOWPLACE DR	NAPERVILLE	Illinois	60564-5062	(630) 857-9238
1349	HEARNE FITNESS TWO LLC	2081 E LARAWAY RD	NEW LENOX	Illinois	60451-9507	(815) 669-1800

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0426	CHICAGOLAND FITNESS IV, LLC	3101 DUNDEE RD	NORTHBROOK	Illinois	60062-2402	(224) 541-6300
0217	ALVAREZ & HEARNE HOLDINGS,LLC	7121 NORTH AVE	OAK PARK	Illinois	60302-1002	(708) 793-9219
1350	HEARNE FITNESS THREE LLC	1046 LAKE ST	OAK PARK	Illinois	60301-1102	(708) 547-7771
0033	L5 FITNESS ILLINOIS- WEST, LLC	15200 S LA GRANGE RD	ORLAND PARK	Illinois	60462-3711	(708) 860-8292
1520	CHICAGOLAND FITNESS XVII LLC	1540 DOUGLAS RD	Oswego	Illinois	60543-5108	(630) 383-4203
1228	CHICAGOLAND FITNESS XV, LLC	1481 PALATINE RD	Palatine	Illinois	60192-1196	(847) 963-2133
0332	STUDIO FITNESS GROUP HIGHLAND PARK LLC	10 N NORTHWEST HWY	PARK RIDGE	Illinois	60068-3329	(847) 318-3804
0653	C & Z FIT III, LLC	2037 MILWAUKEE AVE	RIVERWOODS	Illinois	60015-3581	(224) 521-0006
0971	ROCKTOWN FIT 1, INC.	6575 E STATE ST	ROCKFORD	Illinois	61108-2542	(815) 414-9900
0560	WINCITY FITNESS GROUP, LLC	39 Main Street	ROSELLE	Illinois	60172	(630) 283-8888
0893	L5 FITNESS ILLINOIS- WEST, LLC	124 KIRK RD	SAINT CHARLES	Illinois	60174-2426	(331) 248-6050
0325	CHICAGOLAND FITNESS XI LLC	155 W GOLF RD.	SCHAUMBURG	Illinois	60195	(224) 532-2442
1470	L5 FITNESS ILLINOIS-SOUTH, LLC	3720 GREEN MOUNT CROSSING DR	SHILOH	Illinois	62269-7293	(618) 669-1005
1230	L5 FITNESS ILLINOIS-SOUTH, LLC	956 BROOKFOREST AVE	SHOREWOOD	Illinois	60404-8807	(708) 573-0858
0688	CHICAGOLAND FITNESS X, LLC	5230 TOUHY AVE	SKOKIE	Illinois	60077-3244	(847) 423-6060
1083	L5 FITNESS ILLINOIS- WEST, LLC	454 REDINGTON DR	SOUTH ELGIN	Illinois	60177-2282	(847) 565-6300
0805	TMB FITNESS LLC	2450 WABASH AVE	SPRINGFIELD	Illinois	62704-4201	(217) 953-0054
0987	L5 FITNESS ILLINOIS-NORTH EAST, LLC	700 N MILWAUKEE AVE STE 139	VERNON HILLS	Illinois	60061-1595	(847) 786-5545
0233	DINAMI FITNESS LLC	19 W OGDEN AVE	WESTMONT	Illinois	60559-2361	(630) 326-3000
0165	OTF WHEATON CORP.	223 RICE LAKE SQ	WHEATON	Illinois	60189-2136	(630) 914-6767
0163	FOWLER GROUP, LLC	6300 Robert Kingery Highway, Suite 404	Willowbrook	Illinois	60527	(630) 352-3330
1088	L5 FITNESS ILLINOIS- WEST, LLC	1001 75TH ST	WOODRIDGE	Illinois	60517-2654	(630) 596-2144
1095	PVO FITNESS, LLC	8100 E US HIGHWAY 36	AVON	Indiana	46123-7953	(317) 542-2999
1468	BTOWN FITNESS SOUTH, LLC	210 E KIRKWOOD AVE	BLOOMINGTON	Indiana	47408-3551	(812) 610-4444
0910	BTOWN FITNESS, LLC	2894 E 3RD ST	BLOOMINGTON	Indiana	47401-5498	(812) 727-4002
0274	OT INDIANA CARMEL, LLC	2438 E 146TH ST	CARMEL	Indiana	46033-7712	(317) 688-1348
0372	OT INDIANA WEST CARMEL, LLC	4000 W 106TH ST	CARMEL	Indiana	46032-7792	(317) 449-2100

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1398	DAVIS FITNESS STUDIO VI LLC	1025 Veterans Parkway, Suite 200	Clarksville	Indiana	47129	(812) 822-5570
0680	OT CROWN POINT INDIANA, LLC	852 N SUPERIOR DR	CROWN POINT	Indiana	46307-8299	(219) 306-8448
0679	OT DYER INDIANA, LLC	835 JOLIET ST	DYER	Indiana	46311-1920	(219) 224-2660
0819	3TW, LLC	3431 N GREEN RIVER RD	EVANSVILLE	Indiana	47715-1349	(812) 645-9712
0275	OT INDIANA FISHERS-GEIST, LLC	11695 OLIO RD	FISHERS	Indiana	46037-7683	(317) 960-4100
1166	OT INDIANA NICKEL PLATE, LLC	8700 NORTH ST	FISHERS	Indiana	46038-2864	(305) 978-0402
0998	EPOC FITNESS NORTH, LLC	1517 W DUPONT RD	FORT WAYNE	Indiana	46825-1002	(260) 579-4535
0815	EPOC FITNESS SW, LLC	1034 S THOMAS RD	FORT WAYNE	Indiana	46804-5121	(260) 579-4534
0629	ELLSWORTH FITNESS, LLC	7135 HERITAGE SQUARE DR	GRANGER	Indiana	46530-5664	(574) 314-6300
0787	COLOR ME FIT ENTERPRISES, LLC	1675 W SMITH VALLEY RD	GREENWOOD	Indiana	46142-1592	(317) 247-0000
1013	317 FITNESS, LLC	91 N NEW JERSEY ST	INDIANAPOLIS	Indiana	46204-2691	(317) 912-1515
1191	OT INDIANA BROAD RIPPLE, LLC	5858 N COLLEGE AVE	INDIANAPOLIS	Indiana	46220-2476	(317) 616-3800
0515	OT INDIANA IRONWORKS, LLC	2727 E 86TH ST	INDIANAPOLIS	Indiana	46240-4566	(317) 542-3102
1404	OT INDIANA NOBLESVILLE, LLC	17167 MERCANTILE BLVD	NOBLESVILLE	Indiana	46060	(317) 983-2113
1168	OT VALPARAISO INDIANA, LLC	510 PORTERS VALE BLVD	VALPARAISO	Indiana	46383-8474	(815) 608-0888
1102	OT WEST LAFAYETTE INDIANA LLC	1020D SAGAMORE PKWY W	WEST LAFAYETTE	Indiana	47906-1446	(765) 575-4944
0631	OT IOWA ANKENY, LLC	833 E 1ST ST	ANKENY	Iowa	50021-2122	(515) 218-9778
1259	PANORAMA HOLDINGS, LLC	936 VIKING RD	CEDAR FALLS	Iowa	50613-9520	(319) 899-4478
0814	IAFIT CR LLC	4824 1ST AVE NE	CEDAR RAPIDS	Iowa	52402-3214	(319) 450-0665
0347	OT IOWA CLIVE, LLC	2171 NW 111TH ST	CLIVE	Iowa	50325	(515) 207-3430
0867	FITNESS IC INC	1303 5TH ST	CORALVILLE	Iowa	52241-2922	(319) 800-6282
0854	IAFIT DAVENPORT LLC	4520 E 53RD ST	DAVENPORT	Iowa	52807-3102	(563) 594-6683
1285	IAFIT DUBUQUE LLC	2515 NW ARTERIAL	DUBUQUE	Iowa	52002-0400	(563) 557-6886
1014	OT IOWA WEST DES MOINES, LLC	375 S JORDAN CREEK PKWY	WEST DES MOINES	Iowa	50266-8139	(515) 421-8322
1280	BOTK1, LLC	565 WAKARUSA DR	LAWRENCE	Kansas	66049-3212	(785) 727-4220
0950	KEYS TO FITNESS LLC	17140 W 87TH ST	LENEXA	Kansas	66219	(913) 712-0505
0353	KC FITNESS 1 LLC	14995 W. 119TH STREET	OLATHE	Kansas	66062-9656	(913) 397-7500
0914	KC FITNESS 4, LLC	20144 W 153RD ST	OLATHE	Kansas	66062-9131	(913) 274-1415
0531	KC FITNESS 2, LLC	13621 METCALF AVE	OVERLAND PARK	Kansas	66223-1206	(913) 213-1012
0514	MSM3 FITNESS, LLC	9538 NALL AVE	OVERLAND PARK	Kansas	66207-2950	(913) 440-0010

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1297	ORIGINAL TRAINING FRANCHISE, LLC	11900 SHAWNEE MISSION PKWY	SHAWNEE	Kansas	66216-1865	(913) 717-5999
0589	WAYMAN FITNESS I, INC.	1423 N WEBB RD	WICHITA	Kansas	67206-3431	(316) 440-4640
0590	WAYMAN FITNESS II, INC.	2835 N MAIZE RD	WICHITA	Kansas	67205-7395	(316) 239-6348
1546	WAYMAN FITNESS III, INC.	645 E DOUGLAS AVE	Wichita	Kansas	67202-3557	(316) 867-0787
1218	INMI, LLC	760 CAMPBELL LANE	BOWLING GREEN	Kentucky	42104-1085	(270) 957-8866
1394	S&C FITNESS V, LLC	3453 VALLEY PLAZA PKWY	Fort Wright	Kentucky	41017-8176	(859) 297-7377
0178	DSC FITNESS, LLC	2369 RICHMOND RD	LEXINGTON	Kentucky	40502-1307	(859) 898-1077
1503	FOUNTAINS OF FITNESS LLC	3880 Fountain Blue Lane	LEXINGTON	Kentucky	40513	(859) 300-0114
1086	THE SUMMIT OF FITNESS IN LEXINGTON LLC	4040 FINN WAY	LEXINGTON	Kentucky	40517-8366	(859) 402-1020
1232	DAVIS FITNESS BROWNSBORO INC.	4164 SUMMIT PLAZA DR	LOUISVILLE	Kentucky	40241-8104	(502) 333-9310
0171	DAVIS FITNESS STUDIO I INC.	116 SEARS AVE	LOUISVILLE	Kentucky	40207-5014	(502) 259-9199
0399	DAVIS FITNESS STUDIO II INC.	13317 SHELBYVILLE RD	LOUISVILLE	Kentucky	40223-3991	(502) 242-3385
0868	DAVIS FITNESS STUDIO III INC	918 BAXTER AVE	LOUISVILLE	Kentucky	40204-2066	(502) 968-1400
0505	S&C FITNESS II, L.L.C.	185 PAVILION PKWY	NEWPORT	Kentucky	41071-2891	(859) 838-4555
1492	MAR10, LLC	2490 Calumet Trace	Owensboro	Kentucky	42303	(270) 228-3938
1118	S&C FITNESS III, LLC	9031 US HIGHWAY 42	UNION	Kentucky	41091-7196	(513) 205-6763
0930	GREEN TIGERS LLC	14650 VILLAGE MARKET ST	BATON ROUGE	Louisiana	70817-7498	(225) 412-0455
1024	GREEN TIGERS2 LLC	636 ARLINGTON CREEK CENTRE BLVD	BATON ROUGE	Louisiana	70820	(225) 590-3400
0597	TRI-POWER RED STICK #1, L.L.C.	2373 TOWNE CENTER BLVD	BATON ROUGE	Louisiana	70806-8172	(225) 424-5000
1515	GREEN TIGERS3 LLC	577 HWY 30	GONZALES	Louisiana	70737	(225) 238-3033
0775	CONNECTOME & ASSOCIATES LLC	109 OLD CAMP RD	LAFAYETTE	Louisiana	70508-7299	(337) 735-1877
1047	108 OTC LLC	5685 Nelson Rd	LAKE CHARLES	Louisiana	70605-5208	(337) 735-2474
0929	HAWTHORNE NOLA3 LLC	3549 HIGHWAY 190	MANDEVILLE	Louisiana	70471-3138	(985) 302-0668
1249	HAWTHORNE NOLA5 LLC	3620 HESSMER AVE	METAIRIE	Louisiana	70002	(504) 313-3839
0295	HAWTHORNE NOLA1, LLC	4141 BIENVILLE ST	NEW ORLEANS	Louisiana	70119-5149	(504) 408-2602
0493	HAWTHORNE NOLA2, LLC	5300 TCHOUPITOULAS ST	NEW ORLEANS	Louisiana	70115-1936	(504) 308-1232
0770	KMM FITNESS IV LLC	1370 E 70TH ST	SHREVEPORT	Louisiana	71105-4924	(318) 716-7776

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0847	DKBL ABUTILON, LLC	23 MARGINAL WAY STE 5	PORTLAND	Maine	04101-1972	(207) 536-5833
1055	TITHONIA, LLC	364 MAINE MALL RD	PORTLAND	Maine	04106-3206	(207) 376-9100
1366	DK 2 LLC	95 ROCK ROW STE 130	Westbrook	Maine	04092	(207) 560-3503
1037	ANNAPOLIS FITNESS PARTNERS, LLC	2645 HOUSLEY RD	ANNAPOLIS	Maryland	21401-7651	(954) 684-8228
1325	CHARM CITY FITNESS PARTNERS, LLC	101 W. Cross St	Baltimore	Maryland	21230-3649	(443) 951-4927
0575	INNER HARBOR FITNESS PARTNERS, LLC	1415 ALICEANNA ST	BALTIMORE	Maryland	21231-2807	(410) 675-1201
1131	TEAM BEL AIR, LLC	331 BALTIMORE PIKE	BEL AIR	Maryland	21014-4577	(443) 829-7515
1036	BETHESDA FITNESS PARTNERS, LLC	7955 WOODMONT AVE	BETHESDA	Maryland	20814	(301) 500-0997
0082	CLARKSBURG FITNESS PARTNERS, LLC	22750 NEWCUT RD	CLARKSBURG	Maryland	20871	(443) 927-9100
1194	COLLEGE PARK FITNESS LLC	8321 BALTIMORE AVE	COLLEGE PARK	Maryland	20740-2542	(240) 667-7226
0839	POTAMAC FITNESS PARTNERS, LLC	6181 OLD DOBBIN LN	COLUMBIA	Maryland	21045-5935	(443) 393-7778
1039	114 YEARS, LLC	7820 WORMANS MILL RD	FREDERICK	Maryland	21701-3037	(240) 750-6090
0081	KENTLANDS FITNESS PARTNERS, LLC	622 CENTER POINT WAY	GAITHERSBURG	Maryland	20878-6470	(301) 250-1060
1327	CHEASAPEAKE FITNESS PARTNERS LLC	2515 EVERGREEN RD	GAMBRILLS	Maryland	21054	(443) 951-4732
0576	HUNT VALLEY FITNESS PARTNERS, LLC	118 SHAWAN RD	HUNT VALLEY	Maryland	21030-1318	(410) 777-8836
1301	TEAM PERRY HALL, LLC	7902 HONEYGO BLVD	NOTTINGHAM	Maryland	21236	(443) 973-6896
0290	OLNEY FITNESS PARTNERS, LLC	18205 HILLCREST AVE	OLNEY	Maryland	20832-1422	(443) 221-6700
1038	BALTIMORE FITNESS PARTNERS, LLC	9175 REISTERSTOWN RD	OWINGS MILLS	Maryland	21117-4503	(410) 415-1878
0291	POTOMAC FITNESS PARTNERS, LLC	12435 PARK POTOMAC AVE	POTOMAC	Maryland	20854-7026	(301) 265-5050
1195	ROCKVILLE FITNESS PARTNERS LLC	1601 ROCKVILLE PIKE	ROCKVILLE	Maryland	20852-1610	(240) 380-3311
0927	MAMMOTH FITNESS MD, LLC	8455 FENTON ST	SILVER SPRING	Maryland	20910-4995	(301) 798-7433

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0865	JD FAMILY FITNESS ENTERPRISES 1 LLC	228 WASHINGTON ST	ATTLEBORO	Massachusetts	02703	(508) 916-6903
1224	SDA ONE, LLC	280 TRAPELO RD	BELMONT	Massachusetts	02478-1850	(617) 600-0033
0285	BISH 2 MERGE LLC	10 SAINT JAMES AVE	BOSTON	Massachusetts	02116-3813	(617) 936-4890
1225	BRAINTREE FITNESS, LLC	250 GRANITE ST	BRAINTREE	Massachusetts	02184-2804	(781) 399-4766
0135	BISH ONE MERGE LLC-0135	375 MARKET ST	BRIGHTON	Massachusetts	02135-2754	(617) 208-8378
0524	BURLINGTON FITNESS ACQUISTION, LLC	112 MALL RD	BURLINGTON	Massachusetts	01803-5357	(781) 552-3838
0780	BISH THREE, LLC	270 3RD ST	CAMBRIDGE	Massachusetts	02142-1274	(617) 714-5280
1026	TROIS FILLES FITNESS, LLC	90 DRUM HILL RD	CHELMSFORD	Massachusetts	01824-1517	(978) 577-5901
0816	JDH FITNESS INC	80 BEHARRELL ST	CONCORD	Massachusetts	01742-1739	(978) 776-6434
0689	HH FITNESS DANVERS, LLC	35 INDEPENDENCE WAY	DANVERS	Massachusetts	01923-5535	(978) 381-4332
0443	THREE BLIND MICE LLC	610 PROVIDENCE HWY	DEDHAM	Massachusetts	02026-6804	(617) 307-7260
1125	SILVERSTRAND FITNESS 1, LLC	434 N MAIN ST	EAST LONGMEADOW	Massachusetts	01028-1850	(413) 930-4500
1126	SILVERSTRAND FITNESS 2 , LLC	7 S MAPLE ST	HADLEY	Massachusetts	01035-3537	(413) 642-2300
1199	NAHOM BRAVO, LLC	2057 WASHINGTON ST	HANOVER	Massachusetts	02339	(781) 561-1606
0632	IRISH CROSSINGS I LLC	15 SHIPYARD DR	HINGHAM	Massachusetts	02043-1662	(781) 328-1800
0916	NAHOM ALPHA , LLC	160 SUMMER ST	KINGSTON	Massachusetts	02364-1226	(781) 209-5090
0617	FITNESS CAPITAL VENTURES, LLC	42 BOSTON POST RD W	MARLBOROUGH	Massachusetts	01752-1827	(508) 762-1808
1040	BERRY FITNESS LLC	67 MAIN ST	MEDWAY	Massachusetts	02053-1817	(508) 669-7879
1025	DREAMITUP, LLC	90 PLEASANT VALLEY ST	METHUEN	Massachusetts	01844-7212	(978) 620-5850
0401	QIG FITNESS NATICK LLC	21 MAIN ST	NATICK	Massachusetts	01760-4505	(508) 455-5524
0906	INTERVAL ZONE FITNESS, LLC	554 TURNPIKE ST	NORTH ANDOVER	Massachusetts	01845-5812	(978) 494-0906
0565	DELUCA FIT, LLC	21 CHESTNUT ST	QUINCY	Massachusetts	02169-5342	(617) 221-4045
0776	HH FITNESS READING, LLC	265 MAIN ST	READING	Massachusetts	01867	(978) 276-4385
0945	SIMPLE VENTURES 2, LLC	749 BROADWAY	SAUGUS	Massachusetts	01906-3207	(781) 819-2444
0822	JD FAMILY FITNESS ENTERPRISES 2, LLC	193 BOSTON TPKE	SHREWSBURY	Massachusetts	01545-2549	(508) 365-1400
0897	SOMERVILLE FITNESS ACQUISITION, LLC	383 REVOLUTION DR	SOMERVILLE	Massachusetts	02145-1553	(617) 702-4426
1231	PARAGON VENTURES LLC	534 BOSTON POST RD	SUDBURY	Massachusetts	01776	(978) 822-1207

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
0633	IRISH CROSSINGS II LLC	450 PARADISE RD	SWAMPSCOTT	Massachusetts	01907-1471	(781) 356-6588
0870	MK FITNESS, LLC	985 OLD POST RD	WALPOLE	Massachusetts	02081	(508) 505-4213
0846	QIG FITNESS WALTHAM LLC	500 TOTTEN POND RD	WALTHAM	Massachusetts	02451-1916	(781) 786-3145
1058	PAR FIT LLC	56 CENTRAL ST	WELLESLEY	Massachusetts	02482-5806	(781) 938-0028
0888	SIMPLE VENTURES, LLC	160 LITTLETON RD	WESTFORD	Massachusetts	01886-3190	(978) 237-8936
1202	BERRY HEALTH LLC	268 WASHINGTON ST	WESTWOOD	Massachusetts	02090-1330	(781) 904-3100
1059	7 IRON LLC	348A CAMBRIDGE RD	WOBURN	Massachusetts	01801-6037	(781) 938-0028
0593	277 ANN ARBOR LLC	2643 PLYMOUTH RD	ANN ARBOR	Michigan	48105-2469	(734) 881-9669
0359	277 INVESTMENTS LLC	2246 S MAIN ST	ANN ARBOR	Michigan	48103	(734) 418-6260
0231	L5 FITNESS MICHIGAN, LLC	633 S ADAMS RD	BIRMINGHAM	Michigan	48009-6844	(248) 712-4548
0911	BRIGHTON 277 LLC	8491 W GRAND RIVER AVE	BRIGHTON	Michigan	48116-2381	(810) 360-2448
0147	MBCS GROUP, LLC	41818 FORD RD	CANTON	Michigan	48187-3600	(734) 844-6100
0675	L5 FITNESS MICHIGAN, LLC - 0675	39690 W 14 MILE RD	COMMERCE TOWNSHIP	Michigan	48390-3910	(248) 716-3710
1046	RMS FITNESS LLC	22001 MICHIGAN AVE	DEARBORN	Michigan	48124-2352	(313) 986-1000
1239	L5 FITNESS MICHIGAN, LLC	2911 W GRAND BLVD	DETROIT	Michigan	48202-2697	(248) 730-2227
0243	EAST LANSING 277, LLC	4790 S HAGADORN RD	EAST LANSING	Michigan	48823-6810	(517) 885-3150
0786	L5 FITNESS MICHIGAN, LLC - 0786	31229 W 14 MILE RD	FARMINGTON HILLS	Michigan	48334	(248) 579-4844
1170	L AND S 2018, LLC	12821 S SAGINAW ST	GRAND BLANC	Michigan	48439-1870	(810) 344-4143
1064	HEDGE FITNESS, LLC	2052 E BELTLINE AVE NE	GRAND RAPIDS	Michigan	49525-9716	(616) 818-7220
1575	BGH DEVELOPMENT, LLC	4506 IVANREST AVE SW	Grandville	Michigan	49418	(616) 369-7060
0905	L5 FITNESS MICHIGAN, LLC-0905	20853 MACK AVE	GROSSE POINTE WOODS	Michigan	48236-1456	(313) 960-4445
1120	JPT DEVELOPMENT LLC	12365 JAMES ST	HOLLAND	Michigan	49424-7602	(616) 377-4911
0944	AHRLELMG LLC	1750 S DRAKE RD	KALAMAZOO	Michigan	49006-5761	(269) 276-0888
1380	L5 Fitness Michigan, LLC - 1380	17613 HALL RD	Macomb	Michigan	48044-4152	(586) 533-5934
0488	L5 FITNESS MICHIGAN, LLC	39725 TRADITIONS DR	NORTHVILLE	Michigan	48168-9497	(248) 468-1604
1044	JAJK, LLC	3067 S BALDWIN RD	ORION TOWNSHIP	Michigan	48359-1028	(248) 232-2550
1584	LHPH, LLC	622 N LAPEER RD	Oxford	Michigan	48371-3614	(248) 710-0420
1215	GRAND FITNESS GROUP, LLC	3762 W CENTRE AVE	PORTAGE	Michigan	49024	(269) 286-8816

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0422	SKT, LLC	1470 N ROCHESTER RD	ROCHESTER	Michigan	48307-1188	(248) 237-6720
1019	L5 FITNESS MICHIGAN, LLC	905B S MAIN ST	ROYAL OAK	Michigan	48067-3238	(248) 733-3344
1381	L5 Fitness Michigan, LLC - 1381	30283 WOODWARD AVE	ROYAL OAK	Michigan	48073	(248) 257-5877
0600	ALH, LLC	50560 SCHOENHERR RD	SHELBY TOWNSHIP	Michigan	48315-3134	(586) 270-5117
0489	L5 FITNESS MICHIGAN, LLC	3624 ROCHESTER RD	TROY	Michigan	48083-5213	(248) 864-2190
0175	GO FORWARD BRANDS L.L.C.	15624 PILOT KNOB RD	APPLE VALLEY	Minnesota	55124-7870	(952) 683-1440
1434	CHAMPLIN BROOKLYN PARK FITNESS, LLC	9774 SCHREIBER TER	Brooklyn Park	Minnesota	55445-2695	(763) 280-5114
0961	BURNSVILLE FITNESS LLC	1008 COUNTY ROAD 42 W	BURNSVILLE	Minnesota	55337	(952) 277-1100
0281	GO FORWARD BRANDS 4 L.L.C.	460 LAKE DR	CHANHASSEN	Minnesota	55317-5004	(952) 777-4243
0976	COON RAPIDS FITNESS, LLC	12617 RIVERDALE BLVD NW	COON RAPIDS	Minnesota	55448-1260	(763) 244-1994
1069	COTTAGE GROVE FITNESS LLC	8621 E POINT DOUGLAS RD S	COTTAGE GROVE	Minnesota	55016-4086	(612) 276-6701
0788	EAGAN FITNESS, LLC	3325 CENTRAL PARK VILLAGE DR	EAGAN	Minnesota	55121-7707	(651) 705-0300
0176	GO FORWARD BRANDS 2 L.L.C.	8264 COMMONWEALTH DR	EDEN PRAIRIE	Minnesota	55344-5365	(952) 232-1809
0276	HAPPY TIME SURFSIDE, INC.	3523 W 70TH ST	EDINA	Minnesota	55435-4217	(612) 930-4630
0024	GO FAR, INC.	8121 WEDGEWOOD LN N	MAPLE GROVE	Minnesota	55369-9401	(763) 657-1313
0693	BMO FITNESS L.L.C.	3095 WHITE BEAR AVE N	MAPLEWOOD	Minnesota	55109-1328	(651) 998-2219
0277	MINNESOTA FITNESS SOLUTIONS, INC.	411 WASHINGTON AVE N	MINNEAPOLIS	Minnesota	55401-1301	(612) 217-8665
0978	MINNETONKA WAYZATA FITNESS, LLC	4703 COUNTY ROAD 101	MINNETONKA	Minnesota	55345-2634	(952) 444-9693
0017	ORANGE FITNESS, LLC	2700 ANNAPOLIS CIR N	PLYMOUTH	Minnesota	55441-2504	(763) 300-3447
0960	RICHFIELD FITNESS LLC	1635 E 66TH ST	RICHFIELD	Minnesota	55423	(612) 503-4422
1141	PEACH PERFECT LLC	1008 APACHE MALL	ROCHESTER	Minnesota	55902-2126	(507) 261-9012
0973	KBM FITFAM L.L.C.	2195 SNELLING AVE N	ROSEVILLE	Minnesota	55113-4201	(651) 237-4444
0974	BKM FITNESS L.L.C.	850 GRAND AVE	SAINT PAUL	Minnesota	55105-3397	(651) 364-6888
0177	GO FORWARD BRANDS 3 L.L.C.	1451 ADAMS ST	SHAKOPEE	Minnesota	55379-2697	(612) 999-1555
0977	ST. LOUIS PARK FITNESS, LLC	5602 CEDAR LAKE RD S	ST LOUIS PARK	Minnesota	55416-1537	(952) 222-3984
1554	STILLWATER FITNESS, LLC	2030 MARKET DR	Stillwater	Minnesota	55082-7523	(651) 294-6300
0825	ST CLOUD FITNESS MN LLC	110 2ND ST S	WAITE PARK	Minnesota	56387-1367	(320) 270-7000

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0351	WOODBURY FITNESS LLC	530 WOODBURY DR	WOODBURY	Minnesota	55125-5814	(612) 326-1234
0995	TRI-POWER HUB CITY, LLC	109 S 31ST AVE	HATTIESBURG	Mississippi	39401-7134	(601) 651-3100
0626	EPOC FITNESS VENTURE II, LLC	120 DISTRICT BLVD	JACKSON	Mississippi	39211-6382	(601) 714-8060
0791	FREEVIE 2016 LLC	5155 GOODMAN RD	OLIVE BRANCH	Mississippi	38654-8206	(662) 932-0100
0444	HH OXFORD LLC	1801 JACKSON AVE W	OXFORD	Mississippi	38655-4464	(662) 380-5149
1130	MISSFIT, LLC	401 UNIVERSITY DR	STARKVILLE	Mississippi	39759-2961	(662) 268-2310
0186	OTF CLAYTON LLC	1674 CLARKSON RD	CHESTERFIELD	Missouri	63017-4601	(314) 384-9025
0640	ALMR TWO, LLC	3103 W BROADWAY	COLUMBIA	Missouri	65203-0498	(573) 381-0388
1368	WOLVRINE ENTERPRISES LLC	11943 MANCHESTER RD	Des Peres	Missouri	63131-4502	(314) 646-8691
0452	L5 FITNESS MISSOURI, LLC	15949 MANCHESTER RD	ELLISVILLE	Missouri	63011-2140	(314) 300-6996
0724	LCK INDUSTRIES, LLC	528 OLD SMIZER MILL RD	FENTON	Missouri	63026-3538	(636) 203-8424
0989	HIIT MO, L.L.C.	6006 NW 63RD TER	KANSAS CITY	Missouri	64151-3326	(816) 945-6551
1167	MSM3 FITNESS KANSAS CITY, LLC	1706 BALTIMORE AVE	KANSAS CITY	Missouri	64108	(816) 659-1055
0734	MSM3 FITNESS KS, LLC	6236 MAIN ST	KANSAS CITY	Missouri	64113-1618	(816) 656-8390
0639	ALMR ONE, LLC	6307 RONALD REAGAN DR	LAKE ST LOUIS	Missouri	63367-2681	(636) 614-4040
0532	KC FITNESS 3, LLC	910 NW BLUE PKWY	LEES SUMMIT	Missouri	64086-5987	(816) 944-3222
0949	HIIT LIBERTY, L.L.C.	117 S STEWART RD	LIBERTY	Missouri	64068-4201	(816) 368-1277
0737	L5 FITNESS MISSOURI, LLC	1650 BEALE ST	SAINT CHARLES	Missouri	63303-4326	(314) 250-1037
1035	1776 LLC	11457 OLIVE BLVD	SAINT LOUIS	Missouri	63141-7108	(314) 685-8846
0723	CONCORD FITNESS MO, LLC.	12434 TESSON FERRY RD	SAINT LOUIS	Missouri	63128-2702	(314) 649-5050
0191	INVICTUS HOLDINGS, LLC	9434 MANCHESTER RD	SAINT LOUIS	Missouri	63119-1428	(314) 736-1170
0451	L5 FITNESS MISSOURI, LLC	4653 LINDELL BLVD	SAINT LOUIS	Missouri	63108-3701	(314) 590-3702
0187	OTF CREVE COEUR LLC	10277 CLAYTON RD	SAINT LOUIS	Missouri	63124-1115	(314) 272-0641
0740	L5 FITNESS MISSOURI, LLC	6201 MID RIVERS MALL DR	SAINT PETERS	Missouri	63304-1102	(636) 628-2457
0784	ZONE FITNESS LLC	2862 S GLENSTONE AVE	SPRINGFIELD	Missouri	65804-3716	(417) 633-7133
0785	ZONE FITNESS 2 LLC	2100 W REPUBLIC RD	Springfield-West	Missouri	65807-5728	(417) 771-3628
0721	BIL-ORANGE, LLC	824 SHILOH CROSSING BLVD	BILLINGS	Montana	59102-7379	(406) 656-1144
0720	BOZ-ORANGE, LLC	1040 FOWLER AVE	BOZEMAN	Montana	59718-4164	(406) 577-3000
0707	RIVER CITY FITNESS, LLC	3624 BROOKS ST	MISSOULA	Montana	59801-7337	(406) 552-1510
0946	LINCOLN BURN 1, LLC	8601 S 30TH ST	LINCOLN	Nebraska	68516-5956	(402) 480-6450

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1371	LINCOLN BURN 2, LLC	7811 PIONEERS BLVD	LINCOLN	Nebraska	68506-4627	(402) 480-6292
1043	MZ STRONG 2, LLC	302 S 11TH ST	OMAHA	Nebraska	68102-1808	(402) 915-0042
0410	OMAHA FIT 1, LLC	16909 BURKE ST	OMAHA	Nebraska	68118-2268	(402) 281-0950
0497	OMAHA FIT 2, LLC	14450 EAGLE RUN DR	OMAHA	Nebraska	68116-1457	(402) 704-7003
0820	OMAHA FIT 3, LLC	159 N 78TH ST	OMAHA	Nebraska	68114-3644	(402) 281-2555
1042	MZ STRONG 1, LLC	9820 S 71ST PLZ	PAPILLION	Nebraska	68133-2251	(402) 915-0111
0223	LVE FITNESS LLC	691 MARKS ST	HENDERSON	Nevada	89014-8611	(702) 850-2511
0142	OTLV1, LLC	10271 S EASTERN AVE	HENDERSON	Nevada	89052-3978	(770) 686-5352
0440	CENTENNIAL FITNESS LLC	8431 FARM RD	LAS VEGAS	Nevada	89131-8310	(702) 948-9029
0858	LV FITNESS FLAMINGO, LC	4245 S GRAND CANYON DR	LAS VEGAS	Nevada	89147-7164	(702) 420-2142
0076	LV FITNESS SUMMERLIN, LLC	9326 W SAHARA AVE	LAS VEGAS	Nevada	89117-8811	(702) 910-4445
0439	MOUNTAINS EDGE FITNESS LLC	8085 BLUE DIAMOND RD	LAS VEGAS	Nevada	89178-9315	(702) 660-9246
0728	OTLV2, LLC	5990 S RAINBOW BLVD	LAS VEGAS	Nevada	89118-4203	(702) 868-8300
0490	HH NW RENO LLC	1575 ROBB DR	RENO	Nevada	89523-3526	(775) 800-5515
0491	HH SOUTH RENO LLC	8056 S VIRGINIA ST	RENO	Nevada	89511-8950	(775) 800-2308
0663	COSMIA, LLC	121 S RIVER RD	BEDFORD	New Hampshire	03110-6753	(603) 347-8002
1367	DK 1 LLC	80 STORRS ST	CONCORD	New Hampshire	03301-4837	(603) 783-5628
0940	PERSONAL BEST - DOVER, LLC	865A CENTRAL AVE	DOVER	New Hampshire	03820-2506	(603) 466-7486
0959	FYF FITNESS, LLC	30 MAIN ST	LONDONDERRY	New Hampshire	03053-3152	(603) 434-6833
1057	TRILLIUM FITNESS, LLC	545 HOOKSETT RD	MANCHESTER	New Hampshire	03104-2654	(603) 686-8402
0468	AGASTACHE, LLC	104 SPIT BROOK RD	NASHUA	New Hampshire	03062-2868	(603) 413-8757
0592	PERSONAL BEST, LLC	2454 LAFAYETTE RD	PORTSMOUTH	New Hampshire	03801-5619	(603) 686-8287
0647	VANDAVAL , INC.	236 N BROADWAY	SALEM	New Hampshire	03079-2191	(603) 898-3300
1448	M2 BAYONNE LLC	189 E 22ND ST	BAYONNE	New Jersey	07002-5002	(201) 515-6689
0613	BIGVFITNESS, LLC	434 US HIGHWAY 202	BEDMINSTER	New Jersey	07921-1514	(908) 698-4600

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0717	HHH FITNESS ONE LLC	744 ROUTE 70	BRICK	New Jersey	08723	(732) 640-5480
0667	ALPHA FITNESS VOORHEES LLC	929 HADDONFIELD RD	CHERRY HILL	New Jersey	08002-2734	(856) 282-1122
1137	STUDIO FITNESS IV, LLC	65 WALMART PLZ	CLINTON	New Jersey	08809-1265	(908) 520-6800
0047	EPOC CL, LLC	111 VER VALEN ST	CLOSTER	New Jersey	07624-2612	(201) 279-0877
0781	HUDSON FITNESS NJ 1, LLC	3130 STATE ROUTE 10	DENVILLE	New Jersey	07834-3455	(973) 282-8555
1256	PASSION ARROW INC.	1500 ALMONESSON RD	DEPTFORD	New Jersey	08096-5259	(856) 499-0502
1400	EPOC EIGHT LLC	60 RTE 17	EAST RUTHERFORD	New Jersey	07073	(201) 537-4786
0045	OTF NJ ONE, LLC	725 RIVER RD	EDGEWATER	New Jersey	07020-1171	(201) 212-6388
1181	M2 WOODBRIDGE LLC	55 PARSONAGE RD	EDISON	New Jersey	08837-2480	(973) 546-7635
0262	DOGWOOD VENTURES NJ TWO LLC	104 US HIGHWAY 9	ENGLISHTOWN	New Jersey	07726-8231	(732) 475-0333
0795	STUDIO FITNESS II LLC	295 US HIGHWAY 202/31 S	FLEMINGTON	New Jersey	08822-1703	(908) 366-7600
		4345 HIGHWAY 9				
0718	HHH FITNESS TWO LLC	STE 24	FREEHOLD	New Jersey	07728-4215	(848) 444-1085
0046	OTF NJ TWO LLC	502 NORTH AVE	GARWOOD	New Jersey	07027-1017	(908) 737-1390
0261	EPOC EB, LLC	450 HACKENSACK AVE	HACKENSACK	New Jersey	07601-6312	(201) 450-9663
0706	M2 JERSEY CITY LLC	475 WASHINGTON BLVD	JERSEY CITY	New Jersey	07310-2118	(973) 318-9189
0794	STUDIO FITNESS LLC	84 E MAIN ST	MENDHAM	New Jersey	07945-1800	(973) 813-9995
0542	MIDDLETOWN FITNESS, LLC	846 STATE ROUTE 35	MIDDLETOWN	New Jersey	07748-4203	(908) 738-1200
1208	EPOC SEVEN LLC	290 MILLBURN AVE	MILLBURN	New Jersey	07041-1622	(973) 315-8870
1054	EPOC FOUR LLC	44 FARM VW	MONTVALE	New Jersey	07645-1865	(201) 285-7818
0327	JLD FITNESS LLC	400 W ROUTE 38	MOORESTOWN	New Jersey	08057-3299	(856) 581-4801
0170	MORFITNESS LLC	191 E. HANOVER AVENUE	MORRISTOWN	New Jersey	07960	(407) 915-3373
0169	MORRIS FITNESS LLC	1260 SPRINGFIELD AVE	NEW PROVIDENCE	New Jersey	07974-1955	(908) 458-9353
0668	ALPHA FITNESS STUDIO LLC	764 SHOPPES BLVD	NORTH BRUNSWICK	New Jersey	08902-2775	(732) 979-2447
0782	HUDSON FITNESS NJ 2, LLC	38 WATERVIEW BLVD	PARISPPANY	New Jersey	07054	(973) 559-6100
0378	EMPIRE STUDIO 378 LLC	640 NASSAU PARK BLVD	PRINCETON	New Jersey	08540-5949	(609) 474-0090
1207	EPOC SIX LLC	15 INTERSTATE SHOP CTR	RAMSEY	New Jersey	07446-1130	(201) 749-4282
0969	OMD FITNESS, LLC	691 US 130 E	ROBBINSVILLE	New Jersey	08691	(609) 380-3308

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1268	HUDSON FITNESS NJ 4, LLC	395 MOUNT HOPE AVE	ROCKAWAY	New Jersey	07866-1661	(973) 315-5155
1087	LOCK MANAGEMENT INC.	380 EGG HARBOR RD	SEWELL	New Jersey	08080-3152	(856) 454-2015
0543	MONMOUTH FITNESS, LLC	460 SHREWSBURY PLZ	SHREWSBURY	New Jersey	07702-4382	(908) 345-2066
0614	M3FITNESS, LLC	1320 Van Horne Road	Skillman	New Jersey	08558	(908) 829-0244
1104	CIRCLE FITNESS LLC	882 ROUTE 22	SOMERVILLE	New Jersey	08876-1560	(201) 341-5930
0992	HUDSON FITNESS NJ 3, LLC	274 Route 10	Succasunna	New Jersey	07876-1386	(973) 510-2440
0348	8 STREET INVESTMENTS LLC	650 UNION BLVD	TOTOWA	New Jersey	07512-2422	(973) 500-6600
0902	HAVEN MANAGEMENT, INC.	148 ROUTE 73	VOORHEES	New Jersey	08043-9514	(856) 504-8286
1563	EMPIRE WARREN LLC	177 Washington Valley Rd	Warren	New Jersey	07059-7210	(908) 864-5293
1206	EPOC FIVE LLC	1160 HAMBURG TPKE	WAYNE	New Jersey	07470-5085	(888) 554-4995
0061	ORANGE ENERGY-NJ, LLC	352 PRINCETON HIGHTSTOWN RD	WEST WINDSOR	New Jersey	08550-3130	(609) 799-4561
1209	EMPIRE WYCKOFF LLC	327 FRANKLIN AVE	WYCKOFF	New Jersey	07481	(201) 355-3532
0566	L5 FITNESS NEW MEXICO, LLC	6361 RIVERSIDE PLAZA LN NW	ALBUQUERQUE	New Mexico	87120-2644	(505) 633-8009
0567	L5 FITNESS NEW MEXICO, LLC	8850 HOLLY AVE NE	ALBUQUERQUE	New Mexico	87122-2985	(505) 633-8048
0569	L5 FITNESS NEW MEXICO, LLC	5010 CUTLER AVE NE	ALBUQUERQUE	New Mexico	87110-4099	(505) 359-7011
0568	L5 FITNESS NEW MEXICO, LLC	516 W CORDOVA RD	SANTA FE	New Mexico	87505-1844	(505) 395-7100
0385	MJP ALBANY, LLC	1704 WESTERN AVE	ALBANY	New York	12203-4301	(518) 992-4910
0547	92 FITNESS CREW NEW YORK 4, LLC	3157 31ST ST	ASTORIA	New York	11106-2593	(718) 962-0800
1562	92 FITNESS CREW NY7 LLC	22-56 31 ST	Astoria	New York	11105	(917) 814-6272
1263	KINARA LLC	1701 SUNRISE HWY	BAYSHORE	New York	11706-6091	(631) 954-2969
0938	1QUEENFITNESS LLC	4119 BELL BLVD	BAYSIDE	New York	11361-2858	(347) 382-9099
0246	LEAD3, LLC	4041B HEMPSTEAD TPKE	BETHPAGE	New York	11714-5602	(516) 597-4740
0218	92 FITNESS CREW NEW YORK 1, LLC	248 FLATBUSH AVE	BROOKLYN	New York	11217-2820	(718) 475-9452
0269	92 FITNESS CREW NEW YORK 2, LLC	157 KENT AVE	BROOKLYN	New York	11249-3124	(917) 201-7014
0546	92 FITNESS CREW NEW YORK 3, LLC	186 MONTAGUE ST	BROOKLYN	New York	11201-3606	(917) 201-7013
1174	OTB2NY, LLC	485 KINGS HWY	BROOKLYN	New York	11223-1809	(347) 696-8544
0458	BOULEVARD FITNESS, LLC	1551 NIAGARA FALLS BLVD	BUFFALO	New York	14228-2703	(716) 970-4441

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0259	OTF BUFFALO I, LLC	3701 MCKINLEY PKWY	BUFFALO	New York	14219-2695	(716) 338-4630
0069	TRANSIT FITNESS, LLC	8242 TRANSIT RD	BUFFALO	New York	14221-2820	(716) 200-1350
0146	ARDCORE, LLC	211 GLEN COVE RD	CARLE PLACE	New York	11514-1220	(516) 268-6272
1379	OTF BUFFALO II, LLC	4900 Transit Rd.	Cheektowaga	New York	14043	(716) 247-5005
0386	MJP SARATOGA, LLC	54 CROSSING BLVD	CLIFTON PARK	New York	12065-4100	(518) 644-4757
0830	ADL3, LLC	328 E MAIN ST	East Islip	New York	11730-2820	(631) 759-4266
0601	EM FITNESS, LLC	2314A HEMPSTEAD TPKE	EAST MEADOW	New York	11554-2041	(516) 301-5909
0016	ENP FITNESS LLC	4000 JERICHO TPKE	EAST NORTHPORT	New York	11731-6285	(631) 499-4500
1009	FD FITNESS LLC	253 AIRPORT PLAZA BLVD	FARMINGDALE	New York	11735-3940	(631) 386-8088
0939	2QUEENFITNESS LLC	37-12 PRINCE ST	Flushing at Tangram	New York	11354	(917) 672-3611
1061	FIT4U, LLC	107-14 70TH RD	FOREST HILLS	New York	11375	(718) 701-6070
0789	RADCORE, LLC	2333 JERICHO TPKE	GARDEN CITY PARK	New York	11040-4709	(516) 564-2000
1160	GREENVALE FITNESS LLC	61 GLEN COVE RD	GREENVALE	New York	11548-1007	(516) 535-0900
0329	HWLT FITNESS LLC	1312 BROADWAY	HEWLETT	New York	11557-2113	(516) 307-4777
1133	ITHACA FITNESS, LLC	614 S MEADOW ST	ITHACA	New York	14850-5381	(607) 252-4811
1221	MJP FITNESS LLC	800 LOUDON RD	LATHAM	New York	12110	(518) 992-4910
0835	NORTH SYRACUSE FITNESS, LLC	3881 STATE ROUTE 31	LIVERPOOL	New York	13090-1000	(315) 930-4424
1334	92 FITNESS CREW NY6, LLC	2110 44TH DR	LONG ISLAND CITY	New York	11101-4710	(718) 881-8111
0725	PFM WC-1, LLC	811 MAMARONECK AVE	MAMARONECK	New York	10543-2067	(914) 893-6100
0158	ASHA3, LLC	4914 MERRICK RD	MASSAPEQUA PARK	New York	11762-3803	(516) 590-7676
0328	CIC FIT I, LLC	500 WALT WHITMAN RD	MELVILLE	New York	11747-2109	(631) 683-8311
0059	MRK FITNESS LLC	1976 MERRICK RD	MERRICK	New York	11566-4634	(516) 299-9901
1178	MONROE FITNESS LLC	300 LARKIN DR	MONROE	New York	10950-4929	(914) 417-8672
0692	EU VORTEX V LLC	222 E MAIN ST	MOUNT KISCO	New York	10549-2951	(914) 227-2757
0656	EU VORTEX I, LLC	27 ROCKLAND PLZ	NANUET	New York	10954-2209	(845) 367-7721
0658	EU VORTEX III, LLC	195 S MAIN ST	NEW CITY	New York	10956-3337	(845) 213-2121
1258	BMDCORE, LLC	1706 LAKEVILLE RD	NEW HYDE PARK	New York	11040-2506	(516) 858-5600
0894	DOWNTOWN FITNESS PARTNERS LLC	100 WILLIAM ST	NEW YORK	New York	10038-4512	(646) 650-2122

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
0730	EMPIRE 37TH ST LLC	321 W. 37TH STREET	NEW YORK	New York	10018-4218	(646) 829-9330
1403	EMPIRE HELL'S KITCHEN LLC	730 9TH AVE	NEW YORK	New York	10019	(646) 650-2910
1540	EMPIRE STUDIO 1540 LLC	1180 6TH AVE	New York	New York	10036-8401	(646) 699-3757
1402	EMPIRE WEST VILLAGE LLC	391 6TH AVE	New York	New York	10014	(646) 626-4412
0036	EPOC 92ND ST LLC	73 W 92ND ST	NEW YORK	New York	10025	(646) 829-9595
1401	EPOC DOWNTOWN ONE LLC	25 HUDSON ST	New York	New York	10013-3919	(646) 440-4288
0035	EPOC UWS LLC	120 W 72ND ST	NEW YORK	New York	10023-3373	(646) 679-6618
0198	JM ASTOR PLACE FITNESS LLC	51 ASTOR PL	NEW YORK	New York	10003-7139	(646) 357-3057
1395	JM LEXINGTON LLC	715 LEXINGTON AVE	NEW YORK	New York	10022-2053	(646) 838-1243
1244	MIDTOWN FITNESS PARTNERS LLC	220 E 86TH ST	NEW YORK	New York	10028-3606	(646) 979-1020
0912	MIDTOWN FITNESS PARTNERS, LLC	605 3RD AVE	NEW YORK	New York	10158-0180	(646) 838-1020
0034	OTF MAN ONE LLC	124 W 23RD ST	NEW YORK	New York	10011-2400	(646) 588-0133
1179	NEWBURGH FITNESS LLC	1219 ROUTE 300	NEWBURGH	New York	12550-5047	(914) 417-8672
1344	OS FITNESS LLC	3563 LONG BEACH RD	OCEANSIDE	New York	11572-5702	(516) 399-1225
1006	PA FITNESS LLC	392 W. SUNRISE HWY SOUTH SERVICE RD.	PATCHOGUE	New York	11772-1906	(631) 562-5625
1007	PORT JEFF FITNESS LLC	5040-5050 NESCONSET HWY	PORT JEFFERSON STATION	New York	11776-2576	(631) 760-1975
0323	PWLI FITNESS LLC	1013 PORT WASHINGTON BLVD	PORT WASHINGTON	New York	11050-2900	(516) 302-4044
0442	POUGHKEEPSIE FITNESS LLC	1895 SOUTH RD	POUGHKEEPSIE	New York	12601-6031	(845) 372-5656
0070	PITTSFORD FITNESS, LLC	3340 MONROE AVE	ROCHESTER	New York	14618-4612	(585) 445-7173
1331	G.E.C. FITNESS LLC	133 BEACH 116TH ST	ROCKAWAY PARK	New York	11694-2441	(347) 719-4040
0058	OTFLI RVC, LLC	315 MERRICK RD	ROCKVILLE CENTRE	New York	11570-5325	(516) 586-6555
0923	OTF ROCKY POINT LLC	217 RTE 25 A	ROCKY POINT	New York	11778	(631) 615-1975
0649	SAYVILLE FITNESS LLC	5640 SUNRISE HWY	SAYVILLE	New York	11782-1016	(631) 865-1515
0696	SOCAL SUN LLC	1019 CENTRAL PARK AVE	SCARSDALE	New York	10583-3245	(914) 359-4567
0384	MJP NISKAYUNA, LLC	3333 CONSAUL RD	SCHENECTADY	New York	12304-2263	(518) 930-0283
0648	SF FITNESS LLC	3940 MERRICK RD	SEAFORD	New York	11783-2825	(516) 246-6212
1008	ST FITNESS LLC	62 E MAIN ST	SMITHTOWN	New York	11787-2804	(631) 652-6505

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0415	PFM SI-1, LLC	2409 RICHMOND AVE	STATEN ISLAND	New York	10314-3906	(347) 442-7020
0483	PFM SI-2, LLC	1275 WOODROW RD	STATEN ISLAND	New York	10309-1725	(347) 577-9877
0755	PFM WC-3, LLC	1690 HYLAN BLVD	STATEN ISLAND	New York	10305-1930	(347) 273-2133
0060	STONY FITNESS LLC	2306 NESCONSET HWY	STONY BROOK	New York	11790-3504	(631) 246-1040
0322	GV FITNESS LLC	103 JACKSON AVE	SYOSSET	New York	11791-3624	(516) 299-8309
0834	SYRACUSE FITNESS, LLC	3150 ERIE BLVD E	SYRACUSE	New York	13214-1303	(315) 965-3555
0659	EU VORTEX IV, LLC	624 WHITE PLAINS RD	TARRYTOWN	New York	10591-5104	(914) 359-6200
0827	REDWING3637, LLC	150 MAIN ST	TUCKAHOE	New York	10707-2907	(914) 771-5105
0915	VICTOR FITNESS, LLC	400 COMMERCE DR	VICTOR	New York	14564-9656	(585) 207-0202
1220	BAYTOWNE FITNESS, LLC	1900 EMPIRE BLVD	WEBSTER	New York	14580-1898	(518) 992-4910
0924	OTF BABYLON LLC	733 SUNRISE HWY	WEST BABYLON	New York	11704-6004	(631) 983-4272
0697	3 FITNESS LLC	245 MAMARONECK AVE	WHITE PLAINS	New York	10605-1301	(914) 729-0996
0993	EU VORTEX VI LLC	650 LEE BLVD	YORKTOWN HEIGHTS	New York	10598-1100	(914) 359-5515
1304	NC01-SOUTHERN PINES, LLC	11109 US 15 501 HWY	ABERDEEN	North Carolina	28315-2377	(910) 745-7996
0650	SUGAR FITNESS, LLC	1816 HENDERSONVILLE RD	ASHEVILLE	North Carolina	28803-3207	(828) 610-5500
0498	JACKELLE FITNESS FOUR, LLC	1204 PARKSIDE MAIN ST	CARY	North Carolina	27519-6951	(919) 234-7454
0769	JOELE FITNESS SIX, LLC	107 EDINBURGH SOUTH DR	CARY	North Carolina	27511-8426	(919) 230-2544
0182	JACKELLE FITNESS CHAPEL HILL, LLC	104 MEADOWMONT VILLAGE CIR	CHAPEL HILL	North Carolina	27517-7516	(919) 883-9424
1203	JACKELLE FITNESS SEVEN, LLC	1129 WEAVER DAIRY RD	CHAPEL HILL	North Carolina	27514-1541	(919) 636-7761
1201	EMPIRE STEELE CREEK LLC	14154 STEELE CREEK RD Suite 300	CHARLOTTE	North Carolina	28273-4374	(704) 444-0122
1053	EPOC THREE LLC	2907 PROVIDENCE ROAD	CHARLOTTE	North Carolina	28211	(980) 443-6425
1389	JR Word, LLC	4301 PARK RD	CHARLOTTE	North Carolina	28209-2368	(704) 885-2540
0999	STUDIO FIVE CLT FITNESS, INC.	601 S KINGS DR	CHARLOTTE	North Carolina	28204-3089	(704) 412-9612
0746	STUDIO FOUR CTL FITNESS, INC.	14825 BALLANTYNE VILLAGE WAY	CHARLOTTE	North Carolina	28277-4268	(704) 412-4369
1165	STUDIO NINE CLT FITNESS, INC.	1414 S TRYON ST	CHARLOTTE	North Carolina	28203-5177	(704) 885-1300
0141	STUDIO ONE CLT FITNESS, LLC	8402 PARK RD	CHARLOTTE	North Carolina	28210-5801	(704) 247-6137

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0506	STUDIO SIX CLT FITNESS, INC.	3016B PROSPERITY CHURCH RD	CHARLOTTE	North Carolina	28269-8112	(704) 705-2377
1406	STUDIO TEN CLT FITNESS INC.	100 W 3RD ST STE C	Charlotte	North Carolina	28202	(980) 580-7712
0289	STUDIO THREE CLT FITNESS, INC.	2317 SOUTH BLVD	CHARLOTTE	North Carolina	28203-5007	(704) 626-7322
0288	STUDIO TWO CLT FITNESS, INC.	8038 PROVIDENCE RD	CHARLOTTE	North Carolina	28277-9765	(704) 612-2102
1399	STUDIO ELEVEN CLT FITNESS LLC	8420 University City Blvd Charlotte, NC 28213 USA	Charlotte-College Downs	North Carolina	28213	(704) 885-1833
0389	KMOD FIT, LLC	20619 TORRENCE CHAPEL RD	CORNELIUS	North Carolina	28031-6395	(704) 964-2557
0768	JOELE FITNESS FIVE, LLC	1843 MARTIN LUTHER KING PKWY	DURHAM	North Carolina	27707-3585	(919) 313-4168
1303	NC01-DURHAM SOUTHPOINT, LLC	202 W NC HIGHWAY 54	DURHAM	North Carolina	27713-7565	(919) 808-1051
0895	ATHAYES2016, LLC	1800 SKIBO RD	FAYETTEVILLE	North Carolina	28303-3485	(910) 818-5473
0654	NC01- GREENSBORO 1, LLC	1410 WESTOVER TER	GREENSBORO	North Carolina	27408-2005	(336) 346-2977
0655	NC01-JAMESTOWN, LLC	5710 W GATE CITY BLVD	GREENSBORO	North Carolina	27407-7047	(336) 663-1056
1184	JACKELLE FITNES SIX LLC	518 GREENVILLE BLVD SE	GREENVILLE	North Carolina	27858-6757	(252) 689-8428
0954	STUDIO EIGHT CLT FITNESS, INC.	4075 HARRIS SQUARE DR	HARRISBURG	North Carolina	28075-5104	(704) 464-4242
0358	JOELE FITNESS SEVEN, LLC	141 GRAND HILL PL	HOLLY SPRINGS	North Carolina	27540-4415	(919) 267-1683
1535	EMPIRE EH LLC	1813 MATTHEWS TOWNSHIP PKWY	Matthews	North Carolina	28105-4953	(980) 920-8151
0390	ODAY FITNESS, LLC	631 BRAWLEY SCHOOL RD	MOORESVILLE	North Carolina	28117-6204	(704) 626-7515
0133	JACKELLE FITNESS, LLC	1112 MARKET CENTER DR	MORRISVILLE	North Carolina	27560-7504	(919) 883-9469
0266	JACKELLE FITNESS TRIANGLE, LLC	6625 FALLS OF NEUSE RD	RALEIGH	North Carolina	27615-6842	(919) 263-5668
0767	JOELE FITNESS FOUR, LLC	4233 CORNERS PKWY	RALEIGH	North Carolina	27617-4309	(919) 867-4471
0766	JOELE FITNESS THREE, LLC	200 PARK AT NORTH HILLS ST	RALEIGH	North Carolina	27609-2659	(984) 833-4472
0420	STRENGTH OF LIFE, LLC	12646 CAPITAL BLVD	WAKE FOREST	North Carolina	27587-7484	(919) 761-7778
0765	JOELE FITNESS TWO, LLC	1412 BARCLAY POINTE BLVD	WILMINGTON	North Carolina	28412-1126	(910) 550-2009
0533	JOELE FITNESS, LLC	6800 PARKER FARM DR	WILMINGTON	North Carolina	28405-4196	(910) 660-0933
1183	JACKELLE FITNESS FIVE LLC	367 LOWER MALL DR	WINSTON SALEM	North Carolina	27103-1842	(336) 701-5587
0615	FARGO FITNESS, LLC	4501 15TH AVE S	FARGO	North Dakota	58103-8956	(701) 369-2200

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1065	GRAND FORKS FITNESS, LLC	2800 S COLUMBIA RD	GRAND FORKS	North Dakota	58201-6040	(701) 248-0043
0674	FIT FOR THE RED CARPET LLC	34 N HAWKINS AVE	AKRON	Ohio	44313-6453	(330) 864-5555
1363	KSA6 LLC	35880 DETROIT RD	AVON	Ohio	44011-1681	(440) 467-1333
1098	KSA10 LLC	2101 RICHMOND RD	BEACHWOOD	Ohio	44122-1391	(216) 307-2777
1175	FLYERS OF FITNESS LLC	2484 N FAIRFIELD RD	BEAVERCREEK	Ohio	45431-1787	(937) 986-1000
0611	BUCKEYE 22 FITNESS, LLC	2224 E MAIN ST	BEXLEY	Ohio	43209-2319	(614) 360-1212
1082	ALIVE FITNESS, LLC	463 BOARDMAN POLAND RD	BOARDMAN	Ohio	44512-4907	(330) 792-7272
0619	KSA9 LLC	8259 CHIPPEWA RD	BRECKSVILLE	Ohio	44141-2000	(440) 550-4614
0936	DEAN MCBURNEY COMPANIES LLC	6047 GENDER RD	CANAL WINCHESTER	Ohio	43110-2014	(614) 347-1996
0673	FIT FOR THE RUNWAY LLC	4342 BELDEN VILLAGE ST NW	CANTON	Ohio	44718-2514	(330) 423-1733
0371	CINCY FITNESS LLC	3202 VANDERCAR WAY	CINCINNATI	Ohio	45209-1012	(513) 808-4882
1343	CINCY FITNESS THE SECOND LLC	3831 EDWARDS RD	CINCINNATI	Ohio	45209-1462	(513) 906-5550
1135	DAVIS FITNESS ANDERSON INC.	7632 BEECHMONT AVE	CINCINNATI	Ohio	45255-4202	(513) 795-8085
1393	S&C FITNESS IV, LLC	5655 HARRISON RD	CINCINNATI	Ohio	45248-1634	(513) 694-0585
0904	STUDIO NUMBER THREE, LLC	8154 MONTGOMERY RD	CINCINNATI	Ohio	45236-2968	(513) 318-9342
0956	KSA3 LLC	740 PROSPECT AVE E	CLEVELAND	Ohio	44115-1110	(216) 816-1105
0907	KSA8 LLC	11500 EUCLID AVE	CLEVELAND	Ohio	44106-3986	(216) 930-4546
0470	FIT PATH, LLC	1009 W 5TH AVE	COLUMBUS	Ohio	43212-2637	(614) 305-7555
0608	MCB FITNESS 2 LLC	6819 E BROAD ST	COLUMBUS	Ohio	43213	(614) 427-0121
1091	SHORT N FIT, LLC	977 N HIGH ST	COLUMBUS	Ohio	43201-2408	(614) 721-0031
0955	TSSP, LLC	3383 N HIGH ST	COLUMBUS	Ohio	43202	(614) 481-0101
1140	YOUNG FITNESS 4, LLC	3096 KINGSDALE CTR	COLUMBUS	Ohio	43221	(614) 441-9657
1197	FIT FOR FIFTH AVENUE LLC	4161 HERITAGE CENTER DR	COPLEY	Ohio	44321-3700	(330) 268-5555
0148	DOUBLE-S P, LLC	7581 SAWMILL RD	DUBLIN	Ohio	43016-9617	(614) 356-9999
0709	KSA15 LLC	6505 PERIMETER DR	DUBLIN	Ohio	43016-8460	(614) 852-4222
1103	KO 2 GROUP FITNESS LLC	319 STONERIDGE LN	GAHANNA	Ohio	43230-6779	(614) 795-1088
0752	BENNET GROUP FITNESS, LLC	2718 LONDON GROVEPORT RD	GROVE CITY	Ohio	43123-7931	(614) 852-4700
1176	BASSELNNATI FITNESS LLC	3397 PRINCETON RD	HAMILTON	Ohio	45011-5563	(513) 334-0511
0744	KSA11 LLC	200 PARK AVE	HIGHLAND HILLS	Ohio	44122-4233	(216) 930-4800

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0380	YOUNG FITNESS 1, LLC	3959 BRITTON PKWY	HILLIARD	Ohio	43026-1964	(614) 721-7444
0896	PRESTIGE FITNESS HUDSON, LLC	5827 DARROW RD	HUDSON	Ohio	44236-3801	(330) 595-4055
1269	KSA5 LLC	14202 DETROIT AVE	LAKESWOOD	Ohio	44107-4526	(216) 352-0782
0844	YOUNG FITNESS 3, LLC	6473 PULLMAN DR	LEWIS CENTER	Ohio	43035-7377	(740) 777-9619
1336	KSA12 LLC	746 E AURORA RD	MACEDONIA	Ohio	44056-2733	(330) 413-1394
0418	S&C FITNESS I, LLC	8267 ARBOR SQUARE DR	MASON	Ohio	45040-9509	(513) 445-5844
1116	CONQUER 1, LLC	1120 N COURT ST	MEDINA	Ohio	44256-1580	(330) 636-0388
0829	KSA7 LLC	7519 MENTOR AVE	MENTOR	Ohio	44060-5434	(440) 290-5859
0968	ORANGE GEM LLC	3645 RIGBY RD	MIAMISBURG	Ohio	45342-4981	(937) 641-8783
1295	THE SEVEN FITNESS HILLS LLC	11206 MONTGOMERY RD	MONTGOMERY	Ohio	45249	(513) 878-2400
0433	KO GROUP FITNESS LLC	7340 FODOR RD	NEW ALBANY	Ohio	43054-8336	(614) 918-7038
1129	KSA4 LLC	26092 BROOKPARK RD	NORTH OLMSTED	Ohio	44070-3373	(404) 340-1229
0777	KSA14 LLC	3190 CHAPPEL DR	PERRYSBURG	Ohio	43551	(419) 469-6911
1332	MCB FITNESS, LLC	10710 BLACKLICK EASTERN RD NW	PICKERINGTON	Ohio	43147	(614) 347-1996
0463	KSA1 LLC	19800 CENTER RIDGE RD	ROCKY RIVER	Ohio	44116-3639	(216) 370-3277
0710	PRESTIGE FITNESS, LLC	6025 KRUSE DR	OLON	Ohio	44139-2237	(440) 399-2999
0705	REVIVE HEALTH, LLC	18105 SOUTHPARK CTR	STRONGSVILLE	Ohio	44136-9337	(440) 249-0070
0683	KSA 13 LLC	3504 SECOR RD	TOLEDO	Ohio	43606-1545	(419) 586-1054
0508	WALTON, LLC	7641 VOICE OF AMERICA CENTRE DR	WEST CHESTER	Ohio	45069-2795	(513) 718-2535
0722	YOUNG FITNESS 2, LLC	823 POLARIS PKWY	WESTERVILLE	Ohio	43082-7509	(614) 300-2925
0793	KSA2 LLC	30676 DETROIT RD	WESTLAKE	Ohio	44145-1832	(440) 772-1100
1508	YOUNG FITNESS 5, LLC	71 W WILSON BRIDGE RD	WORTHINGTON	Ohio	43085	(614) 515-4908
0604	OKC FITNESS STUDIO, LLC	3325 S BOULEVARD	EDMOND	Oklahoma	73013-4808	(405) 445-0809
0747	JB FITNESS LLC	825 SW 19TH ST	MOORE	Oklahoma	73160-2897	(405) 703-5259
1048	NICHOLS HILLS FITNESS STUDIO LLC	6488A AVONDALE DR	NICHOLS HILLS	Oklahoma	73116-6404	(405) 367-3166
1240	NORMAN FITNESS STUDIO LLC	3700 W ROBINSON ST	NORMAN	Oklahoma	73072-3659	(405) 217-0889
0859	NWOKC FITNESS STUDIO, LLC	12220 N MACARTHUR BLVD	OKLAHOMA CITY	Oklahoma	73162-1851	(405) 878-8060
1238	CHOP FIT II LLC	705 N MAIN ST	STILLWATER	Oklahoma	74075	(405) 296-4631

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0803	CHOPFIT I, LLC	1551 E 15TH ST	TULSA	Oklahoma	74120-6005	(918) 900-2727
1241	KINGSPONTE FITNESS PARTNERS LLC	6024 S YALE AVE	Tulsa	Oklahoma	74135-7412	(918) 981-2204
0988	SOUTH TULSA FITNESS STUDIO, LLC	9118 S SHERIDAN RD	TULSA	Oklahoma	74133-5332	(918) 612-4364
0596	JM WEST BEAVERTON, LLC	3905 SW 117TH AVE	BEAVERTON	Oregon	97005-8905	(503) 512-5800
0932	BEND FIT, LIMITED LIABILITY COMPANY	320 SW POWERHOUSE DR	BEND	Oregon	97702-3741	(541) 904-5123
0756	ICON ACTIVE LLC	1838 NW 9TH ST	CORVALLIS	Oregon	97330-2372	(541) 716-5006
0806	ICON FITNESS LLC	23 OAKWAY CTR	EUGENE	Oregon	97401-5623	(541) 636-0095
1186	JM GRESHAM, LLC	697 NW DIVISION ST	GRESHAM	Oregon	97030-5424	(503) 489-4334
0510	FITZONE 2, LLC	16126 SE HAPPY VALLEY TOWN CENTER DR	HAPPY VALLEY	Oregon	97086-4256	(503) 882-0087
0509	FITZONE 1 LLC	965 NE ORENCO STATION PKWY	HILLSBORO	Oregon	97124	(503) 828-3323
1198	LO FITNESS, LLC	4025 MERCANTILE DR	LAKE OSWEGO	Oregon	97035-2518	(971) 808-4700
1187	JM MEDFORD, LLC	171 ROSSANLEY DR	MEDFORD	Oregon	97501-1783	(458) 202-1229
0553	HH FITNESS OREGON CITY, LLC	395 BEAVERCREEK RD	OREGON CITY	Oregon	97045-4132	(503) 468-7243
0486	ACAIBERRY, LLC	1107 NE 9TH AVE	PORTLAND	Oregon	97232-3629	(503) 946-9409
0487	GOJIBERRY, LLC	3642 S RIVER PKWY	PORTLAND	Oregon	97239-4552	(503) 308-6782
0467	HOODBERRY, LLC	2195 NW RALEIGH ST	PORTLAND	Oregon	97210-2657	(503) 278-5326
0336	IN THE ZONE, LLC	11800 NW CEDAR FALLS DR	PORTLAND	Oregon	97229-2779	(503) 427-1915
0594	JM PEARL DISTRICT LLC	1010 NW Everett Street	PORTLAND	Oregon	97209	(503) 400-6615
1099	JM SE PORTLAND, LLC	888 SE 9TH AVE	PORTLAND	Oregon	97214-2250	(503) 373-9722
1457	JM SE POWELL LLC	3602 SE POWELL BLVD	PORTLAND	Oregon	97202-1880	(503) 836-3719
0761	HH FITNESS SALEM, LLC	4405 COMMERCIAL ST SE	SALEM	Oregon	97302-3900	(971) 599-7005
0335	S & H FITNESS, LLC	12268 SW SCHOLLS FERRY RD	TIGARD	Oregon	97223-3354	(503) 782-4888
0511	FITZONE 3, LLC	19221 SW MARTINAZZI AVE	TUALATIN	Oregon	97062-6352	(503) 487-0002
0552	HH FITNESS WEST LINN, LLC	19151 WILLAMETTE DR	WEST LINN	Oregon	97068-2019	(503) 607-8488
0609	JM WILSONVILLE, LLC	29756 SW TOWN CENTER LOOP W	WILSONVILLE	Oregon	97070-7890	(503) 374-1920
1021	SAUCON FITNESS LLC	4713 W TILGHMAN ST	ALLENTOWN	Pennsylvania	18104-3211	(610) 366-0090

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0538	RAP VENTURES, LLC	139 W LANCASTER AVE	ARDMORE	Pennsylvania	19003-1401	(484) 258-1236
0342	WET BEAVER FITNESS - BLUE BELL, LLC	1510 DEKALB PIKE	BLUE BELL	Pennsylvania	19422-3300	(610) 272-1300
0732	P&L FITNESS 2, LLC	48 E RIDGE PIKE	CONSHOHOCKEN	Pennsylvania	19428-2117	(484) 773-1422
1375	VALLEY FITNESS LLC	3758 EASTON NAZARETH HWY	EASTON	Pennsylvania	18045-8340	(484) 291-1113
0662	F.O.L FITNESS II, LLC	294 MAIN ST	EXTON	Pennsylvania	19341-3700	(610) 298-5400
1292	P&L FITNESS 3, LLC	101 APPLIED BANK BLVD	GLEN MILLS	Pennsylvania	19342-3501	(484) 588-5419
0610	MAB MANAGEMENT, LLC	4640 HIGH POINTE BLVD	HARRISBURG	Pennsylvania	17111-2463	(717) 288-1320
1162	WB FITNESS LLC	401 MARKET ST	KINGSTON	Pennsylvania	18704-5417	(570) 794-5353
0951	TC BUSINESS LANCASTER, LLC	1655 LITITZ PIKE	LANCASTER	Pennsylvania	17601-6507	(717) 925-7884
0360	LANGHORNE FITNESS PARTNERS, LLC	144 N FLOWERS MILL RD	LANGHORNE	Pennsylvania	19047-1652	(215) 839-1111
1442	MAB MANAGEMENT, LLC	6416 CARLISLE PIKE	Mechanicsburg	Pennsylvania	17050-2393	(717) 288-1243
1243	TANGERINE RETAIL VENTURES V, LLC	4145 WILLIAM PENN HWY	MONROEVILLE	Pennsylvania	15146-2662	(412) 643-3752
0352	THE FITNESS SQUAD, LLC	2140 S EAGLE RD	NEWTOWN	Pennsylvania	18940-1579	(215) 957-1700
0591	CENIVIVA FITNESS LLC	613 S TROOPER RD	NORRISTOWN	Pennsylvania	19403-2309	(484) 235-0596
0343	WET BEAVER FITNESS - GWYNEDD, LLC	1210 BETHLEHEM PIKE	NORTH WALES	Pennsylvania	19454-1323	(215) 643-2033
0572	F.O.L. FITNESS, LLC	82 E LANCASTER AVE	PAOLI	Pennsylvania	19301-1400	(484) 674-6400
0556	CENTER CITY FITNESS LLC	1625 CHESTNUT ST	PHILADELPHIA	Pennsylvania	19103-4206	(215) 543-3833
0574	F.O.L. FITNESS III, LLC	3711 MARKET ST	PHILADELPHIA	Pennsylvania	19104-5504	(215) 454-2996
0899	TAYLOR FITNESS, LLC	1050 N HANCOCK ST	PHILADELPHIA	Pennsylvania	19123-2345	(267) 331-4445
0207	TANGERINE RETAIL VENTURES I, LLC	5841 PENN AVE	PITTSBURGH	Pennsylvania	15206-3816	(412) 362-3616
0869	TANGERINE RETAIL VENTURES III, LLC	630 CHAUVET DR	PITTSBURGH	Pennsylvania	15275-1043	(412) 206-5680
1033	TANGERINE RETAIL VENTURES IV, LLC	301 S HILLS VLG	PITTSBURGH	Pennsylvania	15241-1400	(412) 275-0446
0972	CENIVIVA FITNESS II LLC	1836 E RIDGE PIKE	ROYERSFORD	Pennsylvania	19468-2831	(484) 273-2733
0772	P & L FITNESS 1, LLC	131 S STATE RD	SPRINGFIELD	Pennsylvania	19064-1600	(844) 683-2876
1074	MAB2 MANAGEMENT LLC	106 S ATHERTON ST	STATE COLLEGE	Pennsylvania	16801-3890	(816) 625-2026
0234	F2 FITNESS, LLC	1661 EASTON RD	WARRINGTON	Pennsylvania	18976-1200	(215) 792-7952

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0539	5 WOOD, LLC	821 LANCASTER AVE	WAYNE	Pennsylvania	19087-2550	(610) 572-4789
0741	TC BUSINESS WEST CHESTER, LLC	672 DOWNINGTOWN PIKE	WEST CHESTER	Pennsylvania	19380-2226	(484) 886-4500
0312	TANGERINE RETAIL VENTURES II, LLC	12003 PERRY HWY	WEXFORD	Pennsylvania	15090-8394	(724) 400-6773
0021	OTF MAIN LINE, LLC	42 PARK AVE	WILLOW GROVE	Pennsylvania	19090-3219	(215) 866-8666
1265	RYTE LLC	2791 PAPERMILL RD	WYOMISSING	Pennsylvania	19610-3329	(484) 450-8895
0742	FITNESS CAPITAL VENTURES #2, LLC	4 CHAPEL VIEW BLVD	CRANSTON	Rhode Island	02920-3062	(401) 830-2812
1352	FITNESS CAPITAL VENTURES #4, LLC	1191 DIVISION ST	EAST GREENWICH	Rhode Island	02818-1688	(401) 287-2595
0990	FITNESS CAPITAL VENTURES #3, LLC	563 N MAIN ST	PROVIDENCE	Rhode Island	02904-5722	(401) 369-8006
1524	JM AIKEN LLC	250 EAST GATE DR	AIKEN	South Carolina	29803	(803) 220-0100
0595	HH ANDERSON LLC	1607 E GREENVILLE ST	Anderson	South Carolina	29621-2006	(864) 214-3060
0192	ORANGE GODDESS I, LLC	975 SAVANNAH HWY	CHARLESTON	South Carolina	29407-7859	(843) 277-9036
1290	JM CLEMSON LLC	1390 TIGER BLVD	CLEMSON	South Carolina	29631-2617	(864) 618-4144
1525	JM DOWNTOWN COLUMBIA LLC	940 HARDEN ST	COLUMBIA	South Carolina	29205-1082	(803) 324-6655
0882	JM FOREST ACRES LLC	4708 FOREST DR	COLUMBIA	South Carolina	29206-3155	(803) 630-5200
0881	JM NE COLUMBIA, LLC	10296 TWO NOTCH RD	COLUMBIA	South Carolina	29229-4228	(803) 486-2206
1396	JM FLORENCE LLC	1901 W PALMETTO ST	FLORENCE	South Carolina	29501-3919	(843) 799-6220
0507	EMPIRE FORT MILL LLC	1329 BROADCLOTH ST	FORT MILL	South Carolina	29715-4513	(704) 251-7944
0430	JM GREENVILLE DOWNTOWN, LLC	101 FALLS PARK DR	GREENVILLE	South Carolina	29601-5023	(864) 509-9147
0875	JM GREENVILLE, LLC	1143 WOODRUFF RD	GREENVILLE	South Carolina	29607-4155	(864) 697-2660
1257	JM GREER LLC	870 E SUBER RD	GREER	South Carolina	29650-2780	(864) 469-5199
0935	KELLY O, LLC	430 WILLIAM HILTON PKWY	HILTON HEAD	South Carolina	29926-2424	(843) 473-4505
0880	JM IRMO LLC	7467 SAINT ANDREWS RD	IRMO	South Carolina	29063-2876	(803) 220-0019
0883	JM LEX LLC	5230 SUNSET BLVD	LEXINGTON	South Carolina	29072-9333	(803) 220-0080
1185	JM NORTH MT. PLEASANT, LLC	1137 OAKLAND MARKET RD	MOUNT PLEASANT	South Carolina	29466-8220	(843) 970-2144
0874	JM MT. PLEASANT, LLC	695 JOHNNIE DODDS BLVD	MT PLEASANT	South Carolina	29464-1702	(843) 523-9938
0885	JM MYRTLE BEACH LLC	7753 N KINGS HWY	MYRTLE BEACH	South Carolina	29572-3036	(843) 353-0008
0774	STUDIO SEVEN CLT FITNESS, INC.	2674 CELANESE RD	ROCK HILL	South Carolina	29732-2085	(803) 667-3388

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1488	JM SIMPSONVILLE LLC	655 FAIRVIEW RD	SIMPSONVILLE	South Carolina	29680-7500	(864) 327-3755
0884	JM SPARTANBURG FITNESS LLC	1915 E MAIN ST	SPARTANBURG	South Carolina	29307-2300	(864) 326-3999
0296	OG HORIZON, LLC	1101 N MAIN ST	SUMMERVILLE	South Carolina	29483-7383	(843) 970-2144
1163	SD FITNESS, LLC	419 W 85TH ST	SIOUX FALLS	South Dakota	57108-8450	(605) 274-7700
0828	HH BEARDEN LLC	4467 KINGSTON PIKE	BEARDEN	Tennessee	37919	(865) 224-6480
0143	SEAFIT LLC	690 OLD HICKORY BLVD	BRENTWOOD	Tennessee	37027-5460	(615) 373-0333
1348	Ultra Fit LLC	1010 GANT HILL DR	Brentwood	Tennessee	37027-2060	(615) 647-8901
0435	JM CHATTANOOGA, LLC	7407 IGOU GAP RD	CHATTANOOGA	Tennessee	37421-4785	(423) 681-2593
0860	JM NORTHSHORE, LLC	300 CHEROKEE BLVD	CHATTANOOGA	Tennessee	37405-3871	(423) 438-1588
1156	LKB2 FITNESS LLC	1011 WINN WAY	CLARKSVILLE	Tennessee	37043-0613	(615) 380-7344
1412	JM CLEVELAND, LLC	640 PAUL HUFF PKWY NW	CLEVELAND	Tennessee	37312-	(423) 244-0774
0154	MSL FRANKLIN LLC	790 JORDAN RD	FRANKLIN	Tennessee	37067-4204	(615) 504-1110
0145	RECON2013, LLC	9067 POPLAR AVE	GERMANTOWN	Tennessee	38138-7851	(901) 907-0298
0366	TYC, LLC	281 INDIAN LAKE BLVD	HENDERSONVILLE	Tennessee	37075-6382	(615) 815-5970
1279	JM HIXSON, LLC	5207 HIGHWAY 153	HIXSON	Tennessee	37343-5896	(770) 953-2118
1420	JM JOHNSON CITY LLC	3211 PEOPLES ST	JOHNSON CITY	Tennessee	37604	(423) 497-3461
0260	HH FARRAGUT LLC	11674 PARKSIDE DR	KNOXVILLE	Tennessee	37934-2659	(865) 223-6699
0499	CORE&MORE, INC.	2961 CANADA RD	LAKELAND	Tennessee	38002-4893	(901) 302-6132
1444	BAM MARYVILLE, LLC	1012 Alcoa Market St	Maryville	Tennessee	37801	(865) 686-5595
0438	MISTRAL 2015 LLC	4615 POPLAR AVE	MEMPHIS	Tennessee	38117-4400	(901) 421-5785
0367	HH MOUNT JULIET LLC	11199 LEBANON RD	MT JULIET	Tennessee	37122-5543	(615) 981-3800
0155	MSL MURFREESBORO LLC	2615 MEDICAL CENTER PKWY	MURFREESBORO	Tennessee	37129-2261	(615) 546-0255
1466	DOWNTOWN FIT LLC	1022 CHURCH ST	Nashville	Tennessee	37203-3420	(615) 866-3522
0240	FIT TO BE LLC	121 17TH AVE S	NASHVILLE	Tennessee	37203-2707	(615) 988-9288
0396	LKB FITNESS, LLC	6720 CHARLOTTE PIKE	NASHVILLE	Tennessee	37209-4269	(615) 933-0084
1200	NASHFIT LLC	2603 8TH AVE S	NASHVILLE	Tennessee	37204-2483	(615) 988-1334
0144	SOFIT LLC	2104 CRESTMOOR RD	NASHVILLE	Tennessee	37215-2631	(615) 800-6118
1157	TYCEN LLC	1214 GALLATIN AVE	NASHVILLE	Tennessee	37206-3270	(615) 853-0411
1171	MSL FITNESS, LLC	2047 WALL ST	SPRING HILL	Tennessee	37174-4209	(615) 266-3580
0862	PALOMA VALLEY LLC	3950 CATCLAW DR	ABILENE	Texas	79606-1171	(325) 400-6191

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0205	VALENCIA FITNESS-ALLEN, LLC	945 W STACY RD	ALLEN	Texas	75013-5083	(972) 521-3700
1109	INTERVAL FITNESS OF AMARILLO, LLC	4280 S. SONCY RD. STE. 400	AMARILLO	Texas	79119	(806) 441-9094
1096	VALENCIA FITNESS-NORTH ARLINGTON, LLC	1805 N COLLINS ST	ARLINGTON	Texas	76011-4311	(682) 206-0879
0529	VSB VENTURES III, LLC	4000 FIVE POINTS DR	ARLINGTON	Texas	76018-6057	(817) 419-2505
0104	ARBOR TOWN SQUARE FITNESS PARTNERS, LLC	10721 RESEARCH BLVD	AUSTIN	Texas	78759-5694	(512) 900-3223
0349	AUSTIN MTM FITNESS, LLC	9500 S INTERSTATE 35	AUSTIN	Texas	78748-1775	(512) 969-6626
0941	CENTRAL AUSTIN FITNESS PARTNERS LLC	1911 ALDRICH ST	AUSTIN	Texas	78723-3547	(512) 807-0401
0947	CIRCLE C FITNESS LLC	5700 W SLAUGHTER LN	AUSTIN	Texas	78749-6524	(512) 858-8008
0817	DOMAIN FITNESS PARTNERS LLC	3100 ESPERANZA XING	AUSTIN	Texas	78758-3776	(512) 807-0444
1111	DOWNTOWN AUSTIN FITNESS PARTNERS LLC	401 W 3RD ST	AUSTIN	Texas	78701-3880	(813) 817-8645
0681	DRIPPING SPRINGS FITNESS PARTNERS LLC	12680 W US 290	AUSTIN	Texas	78737	(512) 994-2664
1311	EAST AUSTIN FITNESS PARTNERS LLC	1211 E 5TH ST	AUSTIN	Texas	78702-3846	(512) 436-0733
0236	FOUR POINTS FITNESS PARTNERS LLC	7301 N FM 620 RD	AUSTIN	Texas	78726-4537	(512) 368-9343
1329	LANTANA FITNESS PARTNERS LLC	7415 SOUTHWEST PKWY	AUSTIN	Texas	78735-8998	(512) 537-7815
0644	MAXIMUM FITNESS, LAKELINE LLC	13000 FM 620 N	AUSTIN	Texas	78750-1484	(512) 807-0442
0309	NORTH AUSTIN FITNESS PARTNERS II, LLC	14900 AVERY RANCH BLVD	AUSTIN	Texas	78717-3952	(512) 669-5272
0750	SOUTH LAMAR FITNESS PARTNERS, LLC	1100 S LAMAR BLVD	AUSTIN	Texas	78704-0119	(512) 807-0400
0678	TECH RIDGE FITNESS PARTNERS LLC	12314 N INTERSTATE 35	AUSTIN	Texas	78753-1349	(512) 983-2876
0711	TRIANGLE FITNESS PARTNERS, LLC	4601 N LAMAR BLVD	AUSTIN	Texas	78751-2355	(512) 807-0446
0967	REGULUS FITNESS, LLC	3230 PABLO KISEL BLVD	BROWNSVILLE	Texas	78526-0045	(956) 443-0206
0963	K&M FITNESS VI, LLC	1561 SW WILSHIRE BLVD	BURLESON	Texas	76028-8718	(682) 350-8242
0690	KMM FITNESS II LLC	305 W FM 1382	CEDAR HILL	Texas	75104-1887	(214) 919-4191

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0749	CEDAR PARK FITNESS PARTNERS, LLC	5001 183A TOLL RD	CEDAR PARK	Texas	78613-7905	(512) 807-0402
0713	AVANTI FITNESS OF SCHERTZ, LLC	513 CIBOLO VALLEY DR	CIBOLO	Texas	78108-3675	(210) 501-0299
0818	COLLEGE STATION FITNESS PARTNERS LLC	1025 UNIVERSITY DR	COLLEGE STATION	Texas	77840-1561	(979) 213-5696
1302	SOUTHERN COLLEGE STATION LLC	11655 FM 2154 RD	COLLEGE STATION	Texas	77845-5131	(979) 401-3104
0188	WOOD FITNESS INC	4709 COLLEYVILLE BLVD	COLLEYVILLE	Texas	76034-3985	(817) 840-3400
0966	RDK FITNESS CONROE LLC	2105 W DAVIS ST	CONROE	Texas	77304-2062	(936) 270-8757
0138	K & M FITNESS I, LLC	240 N DENTON TAP RD	COPPELL	Texas	75019-2157	(214) 300-9983
1139	5A FITNESS CORPUS CHRISTI #1, L.L.C.	4938 S STAPLES ST	CORPUS CHRISTI	Texas	78411-3814	(361) 500-6015
1080	FAIRFIELD COACHING LLC	28404 HIGHWAY 290	CYPRESS	Texas	77433-5476	(281) 810-8343
0405	TOWNE LAKE COACHING LLC	9925 BARKER CYPRESS RD	CYPRESS	Texas	77433-5315	(281) 661-1006
0139	K & M FITNESS II, LLC	18101 PRESTON RD	DALLAS	Texas	75252-5477	(972) 244-4111
0140	K & M FITNESS III, LLC	5290 BELT LINE RD	DALLAS	Texas	75254-7053	(214) 758-0338
0339	VALENCIA FITNESS - PRESTON HOLLOW, LLC	7949 WALNUT HILL LN	DALLAS	Texas	75230-5623	(469) 729-5866
1018	VALENCIA FITNESS - WHITE ROCK, LLC	1911 ABRAMS PKWY	DALLAS	Texas	75214-6219	(972) 474-0401
1029	VALENCIA FITNESS UPTOWN, LLC	4447 N CENTRAL EXPY	DALLAS	Texas	75205-4246	(972) 474-0382
1028	VALENCIA FITNESS VICTORY PARK, LLC	625 HIGH MARKET ST	DALLAS	Texas	75219-7691	(972) 474-0420
1423	VALENCIA FITNESS-DALLAS LOVERS LANE, LLC	5549 W LOVERS LN	DALLAS	Texas	75209-4219	(972) 474-0725
1407	VALENCIA FITNESS-NORTH DALLAS, LLC	6065 FOREST LN	DALLAS	Texas	75230-2703	(972) 474-0720
1558	903 HORNED FROG FITNESS L.L.C.	5101 Gateway Blvd	Denison	Texas	75020-0081	(903) 677-4390
1289	L5 FITNESS NEW MEXICO, LLC	6801 N MESA ST	EL PASO	Texas	79912-4458	(915) 213-1226
0879	VALENCIA FITNESS - FLOWER MOUND, LLC	4271 ESPLANADE PL, Suite 100	FLOWER MOUND	Texas	75028-2206	(972) 474-0425
0268	K & M FITNESS IV, LLC	2600 W 7TH ST	FORT WORTH	Texas	76107-2497	(817) 888-8842
1284	K&M FITNESS IX, LLC	3050 Waits Ave	Fort Worth	Texas	76109	(469) 209-6565
0964	K&M FITNESS VII, LLC	6201 SUNSET DR	FORT WORTH	Texas	76116-5547	(682) 200-6320
0715	KMP FITNESS V, LLC	5701 BRYANT IRVIN RD STE 106	FORT WORTH	Texas	76132-4029	(817) 770-0181

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0832	VSB VENTURES IV, LLC	9500 FEATHER GRASS LN	FORT WORTH	Texas	76177-2505	(817) 741-8101
0982	FRIENDSWOOD COACHING LLC	1769 S FRIENDSWOOD DR	FRIENDSWOOD	Texas	77546-2253	(832) 481-4483
0130	OTF FRISCO LLC	4350 MAIN ST	FRISCO	Texas	75033-2983	(972) 521-3600
0338	VALENCIA FITNESS - MCKINNEY, LLC	15910 ELDORADO PKWY	FRISCO	Texas	75035-5922	(469) 634-2100
0876	VALENCIA FITNESS - WEST FRISCO, LLC	3555 LEGACY DR	FRISCO	Texas	75034-7986	(972) 474-0389
1390	BAR W FITNESS PARTNERS LLC	19380 RONALD W. REAGAN BLVD SUITE 400	GEORGETOWN	Texas	78628-3100	(512) 553-3035
0627	SIX.FOURTEEN.TWELVE I, LLC	1500 RIVERY BLVD	GEORGETOWN	Texas	78628-3066	(512) 630-0252
1193	KMM FITNESS VI LLC	3045 STILLHOUSE LAKE RD	HARKER HEIGHTS	Texas	76548-8859	(254) 870-4700
1216	REGULUS FITNESS II, LLC	6710 W EXPRESSWAY 83	HARLINGEN	Texas	78552-3625	(956) 752-3470
0773	BELLAIRE COACHING LLC	3905 BELLAIRE BLVD	HOUSTON	Texas	77025-1119	(832) 404-2008
0450	BISSONNET COACHING LLC	2511 BISSONNET ST	HOUSTON	Texas	77005-1423	(832) 510-2866
0297	CAMBIO MANAGEMENT IV LLC	788 W. SAM HOUSTON PARKWAY N.	HOUSTON	Texas	77024-3909	(281) 769-1064
1316	ENERGY CORRIDOR COACHING LLC	1111 ELDRIDGE PKWY	HOUSTON	Texas	77077-1774	(832) 916-2745
0981	HEIGHTS COACHING LLC	3004 YALE ST	HOUSTON	Texas	77018-8437	(832) 930-9941
1319	MED CENTER COACHING LLC	7205 FANNIN ST	HOUSTON	Texas	77030-4886	(281) 404-9294
1314	MIDLANE COACHING LLC	2400 MID LN	HOUSTON	Texas	77027-4468	(832) 919-6452
0980	MIDTOWN COACHING LLC	3415 LOUISIANA ST	HOUSTON	Texas	77002-9523	(832) 699-6166
0109	OTF PARTNERS SAN FELIPE, LLC	6415 SAN FELIPE ST	HOUSTON	Texas	77057-2700	(713) 952-9917
0350	RDK FITNESS I VINTAGE, LLC	15556 CUTTEN RD	HOUSTON	Texas	77070-4098	(281) 656-6645
1318	RIVER OAKS COACHING LLC	1428 W GRAY ST	HOUSTON	Texas	77019	(281) 404-5295
0472	SAWYER HEIGHTS COACHING COACHING LLC	2315 EDWARDS ST	HOUSTON	Texas	77007-4413	(832) 916-2138
0621	COWAN FITNESS, LLC	4810 GATTIS SCHOOL RD	HUTTO	Texas	78634-2036	(512) 298-3350
1030	VALENCIA FITNESS-LAS COLINAS, LLC	7600 N MACARTHUR BLVD	IRVING	Texas	75063-7520	(972) 474-0404
0471	CINCO RANCH COACHING, LLC	23144 CINCO RANCH BLVD	KATY	Texas	77494-2894	(281) 727-0098
1317	FULSHEAR COACHING LLC	4906 FM 1463	KATY	Texas	77494	(281) 725-6435
0244	VSB VENTURES II, LLC	101 TOWN CENTER LN	KELLER	Texas	76248-2115	(817) 502-2525

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0406	KINGWOOD COACHING LLC	4525 KINGWOOD DR	KINGWOOD	Texas	77345-2626	(281) 516-5787
0783	KYLE FITNESS PARTNERS, LLC	5940 KYLE PKWY	KYLE	Texas	78640-2482	(512) 807-0403
0241	LAKEWAY FITNESS PARTNERS LLC	1516 620 S	LAKEWAY	Texas	78734-6295	(512) 430-1323
0672	5A FITNESS LAREDO #1, L.L.C.	3502 E DEL MAR BLVD	LAREDO	Texas	78041-6896	(956) 231-0232
0645	MAXIMUM FITNESS, LEANDER LLC	3421 LAKELINE BLVD	LEANDER	Texas	78641-5008	(512) 807-0443
0301	I AM SECOND, INC.	5214 98TH ST	LUBBOCK	Texas	79424-4647	(806) 749-1200
0863	INTERVAL FITNESS OF SAN ANGELO, LLC	4410 19TH ST	LUBBOCK	Texas	79407-2444	(806) 785-5400
1056	VSB VENTURES V, LLC	3141 E BROAD ST	MANSFIELD	Texas	76063-6441	(469) 628-5538
0933	5A FITNESS MCALLEN #1, L.L.C.	5800 N 10TH ST	MCALLEN	Texas	78504-4687	(956) 331-2181
1443	5A FITNESS MISSION, L.L.C.	2700 W EXPRESSWAY 83	MCALLEN	Texas	78501-8393	(956) 377-4737
1260	VALENCIA FITNESS-NORTH MCKINNEY, LLC	3625 W UNIVERSITY DR	MCKINNEY	Texas	75071	(972) 474-0691
0212	VALENCIA FITNESS-MESQUITE, LLC	1765 N TOWN EASY BLVD	MESQUITE	Texas	75150	(972) 698-0525
0618	INTERVAL FITNESS OF MIDLAND, LLC	4410 N MIDKIFF RD	MIDLAND	Texas	79705-4245	(432) 695-9898
0530	VALENCIA FITNESS -ROCKWALL, LLC	601 E FM, 544	Murphy	Texas	75094	(972) 355-0809
0516	AVANTI HOLDINGS, LLC	1691 W STATE HIGHWAY 46	NEW BRAUNFELS	Texas	78132-2923	(830) 312-4660
1275	KRS INVESTMENTS, LLC	7730 SPENCER HWY	PASADENA	Texas	77505-1928	(281) 377-5300
0361	ALL SPORTS FITNESS STUDIOS LLC	9517 BROADWAY ST	PEARLAND	Texas	77584-6202	(281) 377-1723
1274	CREEKSIDE FITNESS, LLC	1300 W. PLANO PKWY	PLANO	Texas	75075	(972) 200-4546
0131	OTF WEST PLANO, LLC	2208 DALLAS PKWY	PLANO	Texas	75093-4360	(972) 521-3500
0813	VALENCIA FITNESS-NORTH PLANO, LLC	8245 PRESTON RD	PLANO	Texas	75024-2398	(469) 708-2090
0778	VALENCIA FITNESS - PROSPER, LLC	790 N PRESTON RD	PROSPER	Texas	75078-9841	(972) 474-0422
1315	ALIANA COACHING LLC	10169 W GRAND PKWY S	RICHMOND	Texas	77407-8643	(832) 239-8997
0620	VALENCIA LAKE RH, LLC	1063 E INTERSTATE 30	ROCKWALL	Texas	75087-4826	(469) 651-1410
0105	COWAN FITNESS NORTH ROUND ROCK LLC	311 UNIVERSITY BLVD	ROUND ROCK	Texas	78665-1073	(512) 954-9333

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0308	COWAN FITNESS SOUTH ROUND ROCK LLC	661 LOUIS HENNA BLVD	ROUND ROCK	Texas	78664-4109	(512) 969-6625
1267	GTPAR, LLC	5582 SHERWOOD WAY	SAN ANGELO	Texas	76901-5645	(806) 407-0403
1142	AVANTI FITNESS ALAMO HEIGHTS LLC	6482 N NEW BRAUNFELS AVE	SAN ANTONIO	Texas	78209-3827	(303) 718-6307
1341	AVANTI FITNESS QUARRY LLC	320 E BASSE RD	SAN ANTONIO	Texas	78209-8368	(210) 640-9447
0256	AVANTI FITNESS SONTERRA LLC	427 N LOOP 1604 W	SAN ANTONIO	Texas	78232-1032	(210) 802-4348
0853	BANDERA FITNESS PARTNERS LLC	11600 BANDERA RD	SAN ANTONIO	Texas	78250-6804	(210) 899-0099
1245	BITTERS FITNESS PARTNERS, LLC	13429 SAN PEDRO AVE	SAN ANTONIO	Texas	78216-2058	(813) 817-8645
1415	BULVERDE FITNESS PARTNERS LLC	18018 OVERLOOK LOOP	SAN ANTONIO	Texas	78259-1875	(210) 660-3653
1247	DOMINION FITNESS, LLC	22111 IH 10 W	SAN ANTONIO	Texas	78257-	(813) 817-8645
1320	POTRANCO WORKOUT PARTNERS LLC	10538 POTRANCO RD	SAN ANTONIO	Texas	78251-3358	(210) 802-4599
0851	STONE RIDGE FITNESS PARTNERS LLC	20811 US HIGHWAY 281 N	SAN ANTONIO	Texas	78258-7591	(210) 899-0098
0751	WALLINGMONT FITNESS LLC	12055 VANCE JACKSON RD	SAN ANTONIO	Texas	78230-6058	(210) 899-0044
0676	XDJ, LLC	5619 W LOOP 1604 N	SAN ANTONIO	Texas	78253-5796	(210) 899-0100
0628	SIX.FOURTEEN.TWELVE II, LLC	243 WONDER WORLD DR	SAN MARCOS	Texas	78666-5938	(512) 357-3057
0132	OTF SOUTHLAKE, LLC	621 E SOUTHLAKE BLVD	SOUTHLAKE	Texas	76092-6246	(817) 796-9660
0745	SPRING COACHING LLC	6600 SPRING STUEBNER RD	SPRING	Texas	77389-5285	(281) 907-9701
0753	WOODLANDS COACHING, LLC	4747 RESEARCH FOREST DR	SPRING	Texas	77381-4906	(832) 916-2115
0110	CAMBIO MANAGEMENT III LLC	15890 SOUTHWEST FWY	SUGAR LAND	Texas	77478-4092	(281) 325-0018
0979	RIVERSTONE COACHING LLC	18841 UNIVERSITY BLVD	SUGAR LAND	Texas	77479-6820	(832) 930-4311
0920	SUNSET VALLEY FITNESS, LLC	5601 BRODIE LN	SUNSET VALLEY	Texas	78745-2538	(512) 807-0404
1107	KMM FITNESS V, LLC	3118 S 31ST ST	TEMPLE	Texas	76502-1803	(254) 262-0000
0320	VALENCIA FITNESS - CASTLE HILLS, LLC	6201 N JOSEY LN	THE COLONY	Texas	75056-2478	(972) 521-8404
0691	KMM FITNESS III LLC	419 WSW 323 LOOP	TYLER	Texas	75701-9429	(903) 705-6580
1246	LIVE OAK FITNESS PARTNERS, LLC	3150 PAT BOOKER RD	UNIVERSAL CITY	Texas	78148-2726	(813) 817-8645
0651	KMM FITNESS I LLC	1428 WOODDED ACRES	WACO	Texas	76710-4466	(254) 265-7222
0754	WEBSTER COACHING LLC	136 W BAY AREA BLVD	WEBSTER	Texas	77598-4112	(832) 598-7199

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
0643	MAXIMUM FITNESS, WESTLAKE LLC	3300 BEE CAVES RD	WEST LAKE HILLS	Texas	78746-6662	(512) 807-0441
1234	L5 FITNESS UTAH, LLC	499 S 500 E	AMERICAN FORK	Utah	84003-3256	(801) 893-3900
0393	HBTANNER HOLDINGS I LLC	85 W 500 S	BOUNTIFUL	Utah	84010-6229	(801) 784-6477
0226	HEARTZONE FITNESS III LLC	6953 S 1300 E	COTTONWOOD HEIGHTS	Utah	84047-1817	(801) 463-6748
0727	HEARTZONE FITNESS IV, LLC	111 E 13800 S	DRAPER	Utah	84020-9557	(385) 275-6698
0394	HBTANNER HOLDINGS II LLC	349 N FLINT ST	KAYSVILLE	Utah	84037-9807	(385) 245-7528
0528	L5 FITNESS UTAH, LLC	1536 E 3100 N	LEHI	Utah	84043-3537	(801) 653-9665
1169	HB TANNER HOLDINGS III, LLC	5755 HARRISON BLVD	OGDEN	Utah	84403-4324	(385) 260-6776
0381	L5 FITNESS UTAH, LLC	1345 S STATE ST	Orem	Utah	84097-7701	(801) 896-9058
0518	L5 FITNESS UTAH, LLC	1678 REDSTONE CENTER DR	PARK CITY	Utah	84098-7612	(435) 575-5575
1356	HEARTZONE FITNESS XI, LLC	4534 W PATRIDGEHILL LN	RIVERTON	Utah	84096	(801) 988-5544
0948	JRCB FITNESS, LLC	599 S MALL DR	SAINT GEORGE	Utah	84790-1392	(435) 767-0543
1355	HEARTZONE FITNESS X, LLC	4655 S 2300 E	SALT LAKE CITY	Utah	84117-4678	(801) 610-1020
0204	L5 FITNESS UTAH, LLC	1202 E WILMINGTON AVE	SALT LAKE CITY	Utah	84106-2837	(385) 236-1122
0228	L5 FITNESS UTAH, LLC	602 E 500 S	SALT LAKE CITY	Utah	84102-3587	(801) 255-9050
0225	HEARTZONE FITNESS II LLC	10261 S STATE ST	SANDY	Utah	84070-4167	(801) 821-4675
0224	HEARTZONE FITNESS I LLC	11516 S DISTRICT DR	SOUTH JORDAN	Utah	84095-5773	(801) 758-0500
1060	ORIOLE I NEWCO, LLC	580 SHELBURNE RD	BURLINGTON	Vermont	05401-6904	(802) 444-0181
1541	EMPIRE STUDIO 1541 LLC	28 Walnut Street	Williston	Vermont	05495	(802) 243-3220
0801	BA MANAGEMENT, LLC	5900 KINGSTOWNE TOWNE CTR	ALEXANDRIA	Virginia	22315-5751	(571) 303-1933
0482	BAA MANAGEMENT, LLC	1101 KING ST	ALEXANDRIA	Virginia	22314-2944	(571) 919-0379
1159	BAMCARLYLE, LLC	2381 EISENHOWER AVE	ALEXANDRIA	Virginia	22314-5358	(571) 363-3232
0802	BBAB MANAGEMENT, LLC	650 Potomac Yard	ALEXANDRIA	Virginia	22301-1049	(571) 403-9831
1440	HH MT. VERNON LLC	7716 RICHMOND HWY	ALEXANDRIA	Virginia	22306-2843	(703) 342-0968
1132	NCHNOVA IV LLC	3624 KING ST	ALEXANDRIA	Virginia	22302-1908	(703) 771-3800
0201	MDMS CAPITAL VA1 LLC	1776 WILSON BLVD	ARLINGTON	Virginia	22209-2515	(571) 431-6140
0202	MDMS CAPITAL VA2 LLC	4201 WILSON BLVD	ARLINGTON	Virginia	22203-4417	(571) 257-0050
0464	MDMS CAPITAL VA3, LLC	1221 S FERN ST	ARLINGTON	Virginia	22202-2808	(571) 349-0033

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
0812	MDMS CAPITAL VA4 LLC	3001 WASHINGTON BLVD	ARLINGTON	Virginia	22201-2247	(202) 868-6767
1261	MDMS CAPITAL VA5 LLC	4231 COLUMBIA PIKE	ARLINGTON	Virginia	22204-1876	(703) 348-2884
0196	JKOLA FITNESS ONE, LLC	44050 ASHBURN SHOPPING PLZ	ASHBURN	Virginia	20147-7916	(703) 881-9110
0921	G3 FITNESS GROUP III, LLC	10295 BRISTOW CENTER DR	BRISTOW	Virginia	20136-2240	(571) 249-2511
0797	NHCNOVA II LLC	9534 OLD KEENE MILL RD	BURKE	Virginia	22015-4208	(703) 559-8880
1124	CBVRG, LLC	14145 SAINT GERMAIN DR	CENTREVILLE	Virginia	20121-2310	(703) 997-9682
1122	JKOLA FITNESS THREE, LLC	25150 LOUDOUN COUNTY PKWY	CHANTILLY	Virginia	20152-5929	(571) 989-7600
1467	BLAST FITNESS LLC	930 OLYMPIA DR	CHARLOTTESVILLE	Virginia	22911-3664	(434) 473-7000
0748	SMASH FITNESS, LLC	1935 ARLINGTON BLVD	CHARLOTTESVILLE	Virginia	22903-1519	(434) 483-5757
1027	FIT FAMILY ENTERPRISES, LLC	801 VOLVO PKWY	CHESAPEAKE	Virginia	23320-2845	(757) 335-6896
0901	VIRGINIA WORK GROUP LLC	940 CEDAR RD	CHESAPEAKE	Virginia	23322-7459	(757) 785-4455
0925	2MD HOKIES LLC	2765 MARKET ST	CHRISTIANSBURG	Virginia	24073-6514	(540) 300-7022
0799	HART FITNESS 3 INC	3966 FETTLER PARK DR	Dumfries	Virginia	22025-1997	(571) 931-6333
1445	FAIRFAX CIRCLE FITNESS LLC	10384 FAIRFAX BLVD	FAIRFAX	Virginia	22030-2248	(571) 520-2100
1110	HH FITNESS FAIRFAX, LLC	9420 MAIN ST	FAIRFAX	Virginia	22031-4032	(703) 735-5568
0796	NHCNOVA I LLC	10621 BRADDOCK RD	FAIRFAX	Virginia	22032-2200	(703) 595-2231
0062	RA LIFE A, LLC	13063 LEE JACKSON MEMORIAL HWY	FAIRFAX	Virginia	22033-2041	(703) 961-8985
0892	NHCNOVA III LLC	9027 SILVERBROOK RD	FAIRFAX STATION	Virginia	22039-2694	(703) 424-9894
1264	G3 FITNESS GROUP IV, LLC	6341 COLUMBIA PIKE	FALLS CHURCH	Virginia	22041-1247	(703) 962-1500
0708	HH FITNESS FALLS CHURCH, LLC	510 S WASHINGTON ST	FALLS CHURCH	Virginia	22046-	(540) 779-0079
1335	HH FITNESS SEVEN CORNERS, LLC	6410 ARLINGTON BLVD	FALLS CHURCH	Virginia	22042-	(571) 766-0809
1455	RIVER5FITNESS 3, LLC	7505 LEESBURG PIKE	FALLS CHURCH	Virginia	22043-2104	(703) 436-8080
0762	BAMFREDERICKSBURG, LLC	10002 SOUTHPOINT PKWY	FREDERICKSBURG	Virginia	22407-2705	(540) 300-6688
0636	G3 FITNESS GROUP DCII, LLC	14062 PROMENADE COMMONS ST	GAINESVILLE	Virginia	20155-4072	(571) 222-5448
1565	EMPIRE STUDIO 1565 LLC	1025 Seneca Rd	Great Falls	Virginia	22066-1365	(703) 637-2365
0757	2MD FITNESS LLC	1005 PORT REPUBLIC RD	HARRISONBURG	Virginia	22801-3507	(540) 324-2314
0419	S. VA FITNESS R1 LLC	11819 W BROAD ST	HENRICO	Virginia	23233-1065	(804) 823-7530
1108	NOVAFIT LLC	545 E MARKET ST	LEESBURG	Virginia	20176-4172	(703) 626-9190

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
0637	G3 FITNESS GROUP DC1, LLC	6623 OLD DOMINION DR	MC LEAN	Virginia	22101-4516	(703) 722-0601
0462	S. VA FITNESS R3 LLC	15801 CITY VIEW DR	MIDLOTHIAN	Virginia	23113-7300	(804) 510-0300
0764	HAMER FITNESS LLC	12515 JEFFERSON AVE	NEWPORT NEWS	Virginia	23602-4386	(757) 849-0220
1112	PEDRO GIZMO, LLC	333 W 21ST ST	NORFOLK	Virginia	23517-2112	(757) 656-6499
0790	RESTON HEARTRATE FITNESS, LLC	11410 RESTON STATION BLVD	RESTON	Virginia	20190-5363	(703) 822-5272
0461	S. VA FITNESS R2, LLC	6984 FOREST AVE	RICHMOND	Virginia	23230-1701	(804) 655-0722
0926	2MD ROANOKE LLC	5010 KEAGY RD	ROANOKE	Virginia	24018-2201	(540) 300-7804
1283	BAMWESTSPRINGFIELD, LLC	7271 COMMERCE ST	SPRINGFIELD	Virginia	22150-3411	(571) 380-3900
0763	BAMSTAFFORD, LLC	308 WORTH AVE	STAFFORD	Virginia	22556-1502	(540) 602-5800
0267	JKOLA FITNESS TWO, LLC	20806 EDDS LN	STERLING	Virginia	20165-7904	(571) 257-0077
1451	VIRGINIA WORK GROUP, LLC	1500 BRIDGEPORT WAY	SUFFOLK	Virginia	23435-1956	(757) 935-0215
0375	HH FITNESS DUNN LORING, LLC	2672 AVENIR PL	VIENNA	Virginia	22180-7193	(703) 222-2651
1113	VIENNA FITNESS LLC	127 MAPLE AVE W	VIENNA	Virginia	22180-5728	(571) 367-9931
0913	DYER FITNESS 2, LLC	737 FIRST COLONIAL RD	VIRGINIA BEACH	Virginia	23451-6133	(757) 828-1228
0634	DYER FITNESS, LLC	2111 PRINCESS ANNE RD	VIRGINIA BEACH	Virginia	23456-4163	(757) 802-3280
0937	TUGBOAT FITNESS LLC	1430 RICHMOND RD	WILLIAMSBURG	Virginia	23185-2803	(757) 614-1118
1136	WINCHESTER FITNESS GROUP, LLC	2016 S PLEASANT VALLEY RD	WINCHESTER	Virginia	22601-7000	(202) 427-3347
0798	HART FITNESS 2 INC	4172 MERCHANT PLZ	WOODBIDGE	Virginia	22192-5085	(571) 589-8088
1212	LAKE TAPPS FITNESS, LLC	1408 LAKE TAPPS PKWY SE	AUBURN	Washington	98092-8158	(206) 234-9080
0578	BHE OF BELLEVUE CBD, LLC	30 BELLEVUE WAY NE	BELLEVUE	Washington	98004-5916	(206) 785-9190
0473	KAIZEN CULTURE LLC	22627 BOTHELL EVERETT HWY	BOTHELL	Washington	98021-8499	(425) 318-7353
0583	BHE OF MILL CREEK, LLC	12902 BOTHELL EVERETT HWY	EVERETT	Washington	98208-6635	(206) 330-0511
1211	FEDERAL WAY FITNESS, LLC	35007 ENCHANTED PKWY S	FEDERAL WAY	Washington	98003-8359	(253) 275-0204
1213	GIG HARBOR FITNESS, LLC	4935 POINT FOSDICK DR	GIG HARBOR	Washington	98335-1851	(253) 358-2232
0408	BHE OF ISSAQUAH, LLC	1676 9TH AVE NE	ISSAQUAH	Washington	98029-5020	(425) 616-3565
1298	WAFIT KENNEWICK LLC	4101 W 27TH PL	KENNEWICK	Washington	99338-2337	(509) 581-3012
0579	BHE OF KIRKLAND, LLC	207 PARK LN	KIRKLAND	Washington	98033-5355	(425) 502-8094
0585	BHE OF LYNNWOOD, LLC	19723 HIGHWAY 99	LYNNWOOD	Washington	98036-6080	(425) 224-3637
0587	BHE OF MAPLE VALLEY, LLC	26555 MAPLE VALLEY BLACK DIAMOND RD SE	MAPLE VALLEY	Washington	98038-8478	(206) 330-0509

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
0588	BHE OF MERCER ISLAND, LLC	2601 76TH AVE SE	MERCER ISLAND	Washington	98040-2624	(425) 278-5709
1214	OLYMPIA FITNESS, LLC	1520 COOPER POINT RD SW	OLYMPIA	Washington	98502-5785	(253) 301-0643
0582	BHE OF BELLEVUE SUB, LLC	2690 152ND AVE NE	REDMOND	Washington	98052-6299	(425) 689-5988
0407	BHE OF REDMOND, LLC	7525 166th Ave. NE	REDMOND	Washington	98052	(425) 522-4838
0474	KAIZEN CULTURE II, LLC	3895 NE 4th Street	RENTON	Washington	98056-4106	(425) 892-8405
0660	WAFIT RICHLAND LLC	1034 QUEENSGATE DR	RICHLAND	Washington	99352-9123	(509) 492-5949
0447	BHE OF SAMMAMISH, LLC	22830 NE 8TH ST	SAMMAMISH	Washington	98074-7269	(425) 659-3414
0581	BHE OF BALLARD, LLC	2032 NW MARKET ST	SEATTLE	Washington	98107-4012	(206) 330-0510
0580	BHE OF BELLTOWN, LLC	2310 5TH AVE	SEATTLE	Washington	98121-1863	(206) 855-5089
0160	BHE OF CAPITOL HILL, LLC	519 BROADWAY E	SEATTLE	Washington	98102-5023	(206) 467-1690
0159	BHE OF LOWER QUEEN ANNE, LLC	500 MERCER ST	SEATTLE	Washington	98109-4654	(206) 282-0557
0584	BHE OF U DISTRICT, LLC	7317 35TH AVE NE	SEATTLE	Washington	98115-5918	(206) 330-0502
0577	BHE OF WALLINGFORD, LLC	1325 N 45TH ST	SEATTLE	Washington	98103-6704	(206) 922-3190
0586	BHE OF WEST SEATTLE, LLC	4755 FAUNTLEROY WAY SW	SEATTLE	Washington	98116-4669	(206) 438-9974
0571	BHE OF SHORELINE, LLC	18336 AURORA AVE N	SHORELINE	Washington	98133-4526	(206) 504-1511
0485	WAFIT NORTH LLC	410 E HOLLAND AVE	SPOKANE	Washington	99218-1256	(509) 904-1440
0484	WAFIT SOUTH LLC	2620 E 29TH AVE	SPOKANE	Washington	99223-4806	(509) 774-0636
1076	LAKESWOOD FITNESS, LLC	3626 MARKET PL W	TACOMA	Washington	98466-4340	(360) 712-7565
1075	TACOMA FITNESS, LLC	637 DIVISION AVE	TACOMA	Washington	98403-3126	(253) 212-2560
0512	FITZONE 4, LLC	530 SE 192ND AVE	VANCOUVER	Washington	98683-9681	(360) 524-4012
1458	JM VANCOUVER WATERFRONT LLC	741 W. COLUMBIA WAY	VANCOUVER	Washington	98660	(360) 602-6444
0513	JM VANCOUVER, LLC	7902 NE 6TH AVE	VANCOUVER	Washington	98665-8152	(360) 654-6002
0823	BNC FITNESS, LLC	3034 CHAMPION DR	BARBOURSVILLE	West Virginia	25504-9343	(304) 521-1500
1551	HM FITNESS II, LLC	309 S VIRGINIA AVE	Bridgeport	West Virginia	26330-1744	(304) 982-7333
0824	BNC FITNESS II, LLC	310 SOUTHRIDGE BLVD	CHARLESTON	West Virginia	25309-9434	(304) 529-1100
1439	HM FITNESS, LLC	360 SUNCREST TOWN CENTRE DR	MORGANTOWN	West Virginia	26505-1874	(304) 596-0500
1145	OT WISCONSIN APPLETON, LLC	4301 W WISCONSIN AVE	APPLETON	Wisconsin	54913-8605	(414) 467-3640
0095	OT WISCONSIN BROOKFIELD, LLC	95 N MOORLAND RD	BROOKFIELD	Wisconsin	53005-6057	(262) 439-8402
0096	OT WISCONSIN DELAFIELD, LLC	3149 GOLF RD	DELAFIELD	Wisconsin	53018-2156	(262) 510-0566

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
0340	RESOLUTE FITNESS MADISON, LLC	7803 MINERAL POINT RD	MADISON	Wisconsin	53717-1604	(608) 960-4044
0341	UNBOUNDED FITNESS MADISON, LLC	2501 W BELTLINE HWY	MADISON	Wisconsin	53713-2321	(608) 709-8099
1324	OT WISCONSIN MENOMONEE FALLS, LLC	W180N9460 PREMIER LN	MENOMONEE FALLS	Wisconsin	53051-8021	(262) 509-3004
0441	BEN I FIT INC.	6071 W MEQUON RD	MEQUON	Wisconsin	53092-1950	(262) 457-7880
0831	OT WISCONSIN SHOREWOOD, LLC	4155 N OAKLAND AVE	MILWAUKEE	Wisconsin	53211-2027	(414) 930-4545
1143	OT WISCONSIN THIRD WARD, LLC	336 N MILWAUKEE ST	MILWAUKEE	Wisconsin	53202-5807	(414) 467-3640
1144	OT WISCONSIN WAUWAOSA, LLC	7498 W STATE ST	MILWAUKEE	Wisconsin	53213-	(414) 409-7911
1322	OT WISCONSIN SUN PRAIRIE, LLC	1261 CABELA DR	SUN PRAIRIE	Wisconsin	53590-8855	(608) 234-5671
1291	OTTETONS, LLC	150 W SIMPSON AVE	JACKSON	Wyoming	83001-	(307) 459-6141

UNOPENED STUDIOS

The following is a list of Franchisees with Franchise Agreements for Studios that have not yet opened as of December 31, 2023:

#	Franchise Entity Name	City	State	Phone
1359	NICHEFITNESS11, LLC	Mountain Brook	Alabama	(205) 937-0828
1573	FIVENDONE, LLC	Anthem	Arizona	(951) 294-7833
1430	AR HITT, LLC	Conway	Arkansas	(917) 613-9651
1425	AR HIIT, LLC	Downtown Little Rock	Arkansas	(917) 613-9651
1428	AR HIIT, LLC	Maumelle	Arkansas	(917) 613-9651
1427	AR HIIT, LLC	Springdale	Arkansas	(917) 613-9651
1426	AR HIIT, LLC	Texarkana	Arkansas	(917) 613-9651
1272	IMGD MANAGEMENT, INC.	Cerritos	California	(562) 353-7441
1595	BAUTISTA FITNESS CO LLC	DAVIS	California	(530) 867-2305
1002	SAND IN YOUR TOES LLC	DAVIS	California	(310) 566-4031
1073	MIGA DESERT CONSULTANTS, LLC	La Quinta	California	(954) 298-3136
1386	WCF MOUNTAIN VIEW E LLC	MOUNTAIN VIEW	California	(650) 966-5944
0057	SFFIT ORI, LLC	ORINDA	California	(949) 701-7702
1469	DYER ENTERPRISES III, LLC	Windsor	California	(707) 481-7574
1342	SPH ENTERPRISES, LLC	Woodbury	California	(949) 308-0005
1020	FIT IN WEST ARVADA LLC	Arvada	Colorado	(719) 785-1234
1514	FIT IN EVERGREEN LLC	Evergreen	Colorado	(321) 246-1879
1410	WSH FIVE POINTS, LLC	Five Points	Colorado	(303) 523-9887
1539	WSH GRAND JUNCTION, LLC	Grand Junction	Colorado	(303) 523-9887
1237	WSH LONGMONT, LLC	LONGMONT	Colorado	(970) 568-5305
1190	EMPIRE STUDIO 1190 LLC	Walter Reed	District of Columbia	(443) 838-3111
1277	HH FITNESS BROOKLAND, LLC	Washington DC	District of Columbia	(202) 908-4250
1253	LUTZ COACHING LLC	Lutz	Florida	(281) 409-7126
1510	EAST NAPLES COACHING LLC	Naples	Florida	(281) 409-7126
1521	F14 ENTERPRISES LLC	Ormond Beach	Florida	(954) 915-8685
1522	F15 ENTERPRISES LLC	Palm Coast	Florida	(954) 915-8685
1542	SAE FITNESS LLC	Westlake	Florida	(561) 459-3311
1529	HONORS HOLDINGS, LLC	Cartersville	Georgia	(404) 606-0267
1591	PAU LOA LLC	Hawaii Kai	Hawaii	(707) 292-7754
1561	PAU LOA LLC	Pearl City	Hawaii	(707) 292-7754
1361	IDFIT CDA LLC	Coeur D'Alene	Idaho	(509) 220-9199
1580	L5 FITNESS IDAHO LLC	Twin Falls	Idaho	(303) 941-3504
1204	WINCITY FITNESS GROUP III, LLC	Carol Stream	Illinois	(630) 240-4192
1369	CHICAGOLAND FITNESS XVIII, LLC	Crystal Lake	Illinois	(815) 846-6794
1516	CHICAGOLAND FITNESS XIV, LLC	Deerfield	Illinois	(312) 804-3300

#	Franchise Entity Name	City	State	Phone
1588	CHICAGOLAND FITNESS XIX LLC	Gurnee	Illinois	(312) 804-3300
1519	CHICAGOLAND FITNESS XX LLC	Lincolnwood	Illinois	(248) 645-2600
1370	L5 FITNESS ILLINOIS-SOUTH, LLC	Oaklawn	Illinois	(406) 698-0888
1518	L5 FITNESS ILLINOIS-SOUTH, LLC	Tinley Park	Illinois	(708) 429-5553
1384	OT INDIANA SOUTHPORT, LLC	INDIANAPOLIS	Indiana	(317) 983-2113
1309	OT IOWA ALTOONA, LLC	Altoona	Iowa	(202) 210-0492
1502	GEORGETOWN AFTERBURN LLC	GEORGETOWN	Kentucky	(859) 536-4255
1192	HAWTHORNE NOLA6 LLC	TBD	Louisiana	(954) 607-7552
0716	HHH FITNESS THREE LLC	Bangor	Maine	(207) 810-3198
1579	MARYLAND FITNESS PARTNERS, L.L.C.	Fulton	Maryland	(301) 606-7925
1326	HOCO FITNESS PARTNERS LLC	Hanover-Arundel Mills	Maryland	(301) 606-7925
1578	MARYLAND FITNESS PARTNERS, L.L.C.	Laurel	Maryland	(301) 606-7925
1576	MARYLAND FITNESS PARTNERS, L.L.C.	North Baltimore	Maryland	(301) 606-7925
1577	MARYLAND FITNESS PARTNERS, L.L.C.	South Frederick	Maryland	(301) 606-7925
1210	BISH FIVE, LLC	Framingham	Massachusetts	(508) 365-2897
1585	JHAH, LLC	Clarkston	Michigan	(248) 635-5954
1553	GH DEVELOPMENT, LLC	Grand Haven	Michigan	(616) 377-4911
1593	SUNNY VENTURES LLC	Grand Rapids-SE	Michigan	(231) 282-4962
1596	CHL FITNESS LLC	South Lyon	Michigan	(248) 719-6160
1586	JPJH, LLC	White Lake	Michigan	(248) 635-5954
1437	BLAINE SHOREVIEW FITNESS LLC	Blaine Shoreview	Minnesota	(651) 270-5101
1435	BLOOMINGTON FITNESS, LLC	Bloomington	Minnesota	(651) 270-5101
1436	LAKEVILLE FITNESS, LLC	Lakeville	Minnesota	(651) 270-5101
1556	MINNEAPOLIS EAST FITNESS, LLC	Minneapolis-East	Minnesota	(651) 270-5101
1555	OAKDALE FITNESS, LLC	Oakdale	Minnesota	(651) 270-5101
0739	L5 FITNESS MISSOURI, LLC	Clayton	Missouri	(303) 941-3504
1547	L5 FITNESS MISSOURI, LLC	O'Fallon	Missouri	(303) 941-3504
0738	L5 FITNESS MISSOURI, LLC	Twin Oaks	Missouri	(303) 941-3504
1532	HH FITNESS CARSON CITY LLC	Carson City	Nevada	(775) 260-1827
0729	OTLV3, LLC	North Las Vegas	Nevada	(702) 329-9179
1566	EMPIRE LEBANON LLC	Lebanon	New Hampshire	(908) 400-0831
1180	M2 EDISON LLC	Edison	New Jersey	(973) 400-9676
1004	BERNARDS FITNESS LLC	Florham Park	New Jersey	(908) 283-0904
1571	M2 JERSEY CITY 2 LLC	Paulus Hook	New Jersey	(201) 535-4558
0719	HHH FITNESS FOUR LLC	Somerset	New Jersey	(732) 598-7630
1564	EMPIRE PORTFOLIO GROUP ACQUISTION LLC	Columbus Circle	New York	(908) 400-0831
1222	GLENMONT FITNESS, LLC	Glenmont	New York	(518) 992-4910
1377	HMT FITNESS LLC	Hamptons	New York	(561) 561-8524
1449	FIT4LIFE NYC LLC	Howard Beach	New York	(954) 609-8566

#	Franchise Entity Name	City	State	Phone
1346	HTN FITNESS LLC	Huntington	New York	(561) 561-8524
0726	PFM WC-2, LLC	NEW ROCHELE	New York	(917) 578-3345
1022	92 FITNESS CREW NY5, LLC	New York	New York	(404) 849-2455
1537	MIDTOWN FITNESS PARTNERS, LLC	Nomad	New York	(646) 838-1020
1345	WR FITNESS LLC	Wading River	New York	(561) 561-8524
0733	ML FITNESS TWO LLC	WEST HARLEM	New York	(646) 592-1834
1354	3QUEENFITNESS LLC	Whitestone-College Point	New York	(631) 414-7711
1353	JMLEWIS FITNESS, LLC	Yonkers	New York	(908) 642-7633
1305	NC01-BURLINGTON, LLC	Burlington	North Carolina	(202) 210-0492
1307	NC01- DUKE-9th STREET	Duke- 9th Street	North Carolina	(202) 210-0492
1308	NC01-RALEIGH GLENWOOD AVE, LLC	Raleigh Glenwood Ave	North Carolina	(202) 210-0492
1306	NC01-RALEIGH LAKE BOONE TRAIL, LLC	Raleigh Lake Boone	North Carolina	(202) 210-0492
1164	BISMARCK FITNESS, LLC	Bismarck	North Dakota	(651) 270-5101
1296	BASSEL PARIS OF AMERICA LLC	Blue Ash- The Summit	Ohio	(513) 991-6322
1433	FIFTH AND FIT,LLC	COLUMBUS	Ohio	(614) 706-0305
1583	S&C FITNESS VI, LLC	Lebanon	Ohio	(513) 205-6763
1574	WEST COAST FITNESS, LLC	Olde West Chester	Ohio	(310) 566-4031
1388	BOKEN ARROW FITNESS PARTNERS, LLC	Broken Arrow	Oklahoma	(918) 600-1056
1294	OKIE FITNESS LLC	Oklahoma City	Oklahoma	(405) 642-9536
1387	OWASSO FITNESS PARTNERS LLC	Owasso	Oklahoma	(813) 440-8980
1432	ICON WELLNESS LLC	South Eugene	Oregon	(561) 324-9643
1242	TANGERINE HOLDINGS LLC	Downtown Pittsburgh	Pennsylvania	(412) 580-5713
1526	HONORS HOLDINGS, LLC	Smithfield	Rhode Island	(401) 600-4878
1453	HH LYNCHBURG LLC	Beaufort	South Carolina	(843) 278-0115
1557	940 HORNED FROG FITNESS L.L.C.	Anna Melissa	Texas	(469) 400-7634
1473	VALENCIA FITNESS 40, LLC	Downtown Dallas	Texas	(214) 585-8134
1456	L5 FITNESS NEW MEXICO, LLC	EL PASO	Texas	(915) 845-9200
1512	VALENCIA FITNESS 39, LLC	Garland	Texas	(214) 585-8134
1474	VALENCIA FITNESS 41, LLC	Grand Prarire	Texas	(214) 585-8134
1475	VALENCIA FITNESS 42, LLC	Highland Meadows	Texas	(214) 585-8134
1550	REGULUS FITNESS III, LLC	Victoria	Texas	(956) 495-3004
1511	VALENCIA FITNESS 38, LLC	Waxahachie	Texas	(214) 585-8134
1476	VALENCIA FITNESS 43, LLC	Wylie	Texas	(214) 585-8134
1544	L5 FITNESS UTAH, LLC	Bonneville	Utah	(248) 645-2600
1572	L5 FITNESS UTAH, LLC	Heber City	Utah	(303) 941-3504
1507	HB TANNER HOLDINGS IV, LLC	Pleasant View	Utah	(385) 244-4465
1506	HB TANNER HOLDINGS V, LLC	Pleasant View	Utah	(385) 244-4465
1233	L5 FITNESS UTAH, LLC	Saratoga Springs	Utah	(385) 498-4982
1543	L5 FITNESS UTAH, LLC	Taylorsville	Utah	(801) 383-2755

#	Franchise Entity Name	City	State	Phone
1568	EMPIRE STUDIO 1568 LLC	Herndon	Virginia	(908) 400-0831
1567	EMPIRE PORTFOLIO GROUP ACQUISTION LLC	Warrenton	Virginia	(908) 400-0831
0840	S VA FITNESS R4, LLC	Woodlake	Virginia	(571) 206-2594
1452	BHE OF KENT, LLC	KENT	Washington	(704) 906-3260
1552	BHE OF NORMANDY PARK, LLC	Normandy Park	Washington	(281) 409-7126
1376	WAFIT VALLEY LLC	Spokane Valley	Washington	(509) 220-9199
1465	BHE OF BELLINGHAM, LLC	Washington	Washington	(564) 888-2420
1321	OT WISCONSIN MADISON, LLC	Downtown Madison	Wisconsin	(414) 467-3640
1323	OT WISCONSIN GREENDALE, LLC	Greendale	Wisconsin	(414) 467-3640
1581	FIT 5150, LLC	Casper	Wyoming	(512) 963-6371
1582	FIT 6063, LLC	Cheyenne	Wyoming	(512) 963-6371

EXHIBIT G-2 TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

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

This list includes franchisees who had a Studio terminated, cancelled, not renewed, reacquired by us, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the fiscal year ending December 31, 2023. This list includes franchisees (or owners of franchisees) who transferred a controlling interest in a Studio during the fiscal year ending December 31, 2023. No franchisees have failed to communicate with us within 10 weeks of the issuance date of this disclosure document.

#	Franchise Entity Name	City	State	Phone	Reason
0211	NICHEFITNESS5, LLC	Hoover	AL	205-937-0828	Ceased Operations
1431	AR HIIT, LLC	Bentonville	AR	917-613-9651	Transfer
1146	AR HIIT, LLC	Bryant	AR	917-613-9651	Transfer
0996	AR HIIT, LLC	Fayetteville	AR	917-613-9651	Transfer
1429	AR HIIT, LLC	Fort Smith	AR	917-613-9651	Transfer
1147	AR HIIT, LLC	Jonesboro	AR	917-613-9651	Transfer
0404	AR HIIT, LLC	Little Rock	AR	917-613-9651	Transfer
0695	AR HIIT, LLC	Little Rock	AR	917-613-9651	Transfer
0997	AR HIIT, LLC	Little Rock	AR	917-613-9651	Transfer
0826	AR HIIT, LLC	Rogers	AR	917-613-9651	Transfer
0112	STDFIT LJA LLC	La Jolla	CA	949-701-7702	Not Renewed
0114	SDFIT MVY LLC	Mission Valley	CA	949-701-7702	Ceased Operations
1235	WSH CHERRY CREEK LLC	Cherry Creek	CO	303-523-9887	Ceased Operations
1066	ALPHA FITNESS CHRISTIANA LLC	Christiana	DE	732-668-4714	Ceased Operations
0255	Lakewood Ranch Fitness Express LLC	Bradenton	FL	941-320-6616	Transfer
0195	BRANDON COACHING LLC	Brandon	FL	850-450-2678	Ceased Operations
0012	OTPBC1 LLC	Delray Beach	FL	561-274-2550	Ceased Operations
1365	GAINESVILLE COACHING III LLC	Gainesville-University	FL	850-450-2678	Ceased Operations
0344	OTF MILLENIA, LLC	Orlando	FL	352-848-8238	Ceased Operations
0254	North Sarasota Fitness Express LLC	Sarasota	FL	941-320-6616	Transfer
0185	South Sarasota Fitness Express LLC	Sarasota	FL	941-320-6616	Transfer

#	Franchise Entity Name	City	State	Phone	Reason
0087	UP Fitness Express LLC	University Park	FL	941-320-6616	Transfer
1138	Top Gunn Fitness LLC	Warner Robins	GA	651-329-4391	Transfer
0480	MAHALOBERRY, LLC	Kapiolani-Pan Am	HI	239-265-2580	Ceased Operations
0886	FITNESS AMES, LLC	Ames	IA	712-830-2917	Ceased Operations
0347	Rileysquin Enterprises, LLC	Clive	IA	515-783-8125	Transfer
1310	OT IOWA JOHNSTON-GRIMES, LLC	Johnston-Grimes	IA	202-210-0492	Ceased Operations
1517	L5 FITNESS ILLINOIS-NORTHEAST, LLC	Chicago-Clyborn Commons	IL	303-941-3504	Ceased Operations
1228	L5 Fitness Illinois-North East, LLC	Hoffman Estates	IL	303-941-3504	Transfer
1548	L5 Fitness Illinois-North East, LLC	Mundelein	IL	303-941-3504	Transfer
1520	L5 Fitness Illinois-West, LLC	Oswego	IL	303-941-3504	Transfer
0680	Co-Op Fitness of NWI, LLC	Crown Point	IN	815-608-0888	Transfer
0679	Co-Op Fitness LLC	Dyer	IN	815-608-0888	Transfer
1168	Co Fitness of Val Po LLC	Valparaiso	IN	815-608-0888	Transfer
1250	HAWTHORNE NOLA4 LLC	New Orleans- Downtown	LA	954-607-7552	Ceased Operations
1134	MLW HOLDINGS LLC	Leominster	MA	617-283-3990	Ceased Operations
1219	MLW FAMILY LLC	Worcester	MA	617-283-3990	Ceased Operations
0023	CALHOUN ORANGE INC.	Minneapolis	MN	952-484-3707	Ceased Operations
1081	ARNOLD FITNESS MO, LLC	Oakville	MO	786-255-9711	Ceased Operations
1035	L5 Fitness Missouri, LLC	St. Louis	MO	303-941-3504	Transfer
0222	AUREUM, LLC	Nashua	NH	908-400-0831	Ceased Operations
0649	BN Fit LLC	Sayville	NY	631-414-7711	Transfer
611	Buckeye 22 Fitness, LLC	Bexley	OH	419-699-9118	Transfer
709	Dublin 22 Fitness Center, LLC	Dublin	OH	419-699-9118	Transfer
0380	Young Fitness 1, LLC	Hilliard	OH	813-894-8910	Transfer
0380	Young Fitness 3, LLC	Lewis Center	OH	813-894-8910	Transfer
777	Fort Meigs 22 Fitness Center, LLC	Perrysburg	OH	419-699-9118	Transfer
683	Great Lakes 22 Fitness Center, LLC	Toledo	OH	419-699-9118	Transfer
0380	Young Fitness 4, LLC	Upper Arlington	OH	813-894-8910	Transfer
0722	Young Fitness 2, LLC	Westerville	OH	813-894-8910	Transfer

#	Franchise Entity Name	City	State	Phone	Reason
0380	Young Fitness 5, LLC	Worthington	OH	813-894-8910	Transfer
1357	TC BUSINESS LANCASTER LLC	Lancaster West	PA	415-497-5232	Ceased Operations
1079	ATASCOCITA COACHING LLC	Atascocita	TX	850-450-2678	Ceased Operations
0849	INTERVAL FITNESS OF ODESSA, LLC	Odessa	TX	806-441-9094	Ceased Operations
0948	DJD Fitness LLC	St. George	UT	801 891-6497	Transfer
1114	TYSON FITNESS LLC	Tysons Corner	VA	908-400-0831	Ceased Operations

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

#	Franchise Entity Name	City	State	Phone	Reason
1360	NICHEFITNESS12, LLC	Alabaster	Alabama	(205) 937-0828	Termination
0670	S&B II, LLC	S. ANCHORAGE	Alaska	(907) 230-9060	Termination
1391	HARRISON EAST FITNESS PARTNERS LLC	Tolleson	Arizona	(813) 817-9645	Termination
1430	AR HIIT, LLC	Conway	Arkansas	(917) 613-9651	Transfer
1425	AR HIIT, LLC	Little Rock	Arkansas	(917) 613-9651	Transfer
1428	AR HIIT, LLC	Maumelle	Arkansas	(917) 613-9651	Transfer
1427	AR HIIT, LLC	Springdale	Arkansas	(917) 613-9651	Transfer
1426	AR HIIT, LLC	Texarkana	Arkansas	(917) 613-9651	Transfer
1486	WEST COAST FITNESS, LLC	Beverly Hills	California	(310) 566-4031	Termination
1462	SFFIT VENTURES LLC	Costa Mesa	California	(949) 701-7702	Termination
1498	WEST COAST FITNESS, LLC	East Bakersfield	California	(310) 566-4031	Termination
1463	SFFIT VENTURES LLC	Fullerton	California	(949) 701-7702	Termination
1373	SACTOWN BASSEL FITNESS LLC	North Rocklin	California	(805) 540-0172	Termination
1497	WEST COAST FITNESS, LLC	North Rocklin	California	(310) 566-4031	Termination
1483	WEST COAST FITNESS, LLC	Palo Alto	California	(310) 566-4031	Termination
1338	SFFIT VENTURES LLC	Piedmont	California	(949) 701-7702	Termination
1172	KOMA VENTURES VI, LLC	San Bruno	California	(310) 566-4031	Termination
1153	SFFIT LV LLC	SAN FRANCISCO	California	(949) 701-7702	Termination
1154	SFFIT VENTURES LLC	San Francisco	California	(949) 701-7702	Termination
1155	SFFIT VENTURES LLC	San Francisco	California	(949) 701-7702	Termination
1151	SFFIT VN LLC	SAN FRANCISCO	California	(949) 701-7702	Termination
1482	WEST COAST FITNESS, LLC	San Mateo East	California	(310) 566-4031	Termination
1005	WCF SANTA CLARA UNI, LLC	SANTA CLARA	California	(408) 675-3338	Termination
1446	WCF SANTA CLARA UNIV LLC	Santa Clara	California	(310) 566-4031	Termination
1484	WEST COAST FITNESS, LLC	Santa Monica-Ocean Park	California	(310) 566-4031	Termination
1461	SFFIT VENTURES LLC	Santee	California	(949) 701-7702	Termination
1340	SFFIT VENTURES LLC	South Oakland	California	(949) 701-7702	Termination

#	Franchise Entity Name	City	State	Phone	Reason
1481	WEST COAST FITNESS, LLC	Studio City	California	(310) 566-4031	Termination
1127	WE BURN 4 U, LLC	Sunnyvale North	California	(408) 813-9711	Termination
1485	WEST COAST FITNESS, LLC	Toluca Lake	California	(310) 566-4031	Termination
1385	CLEMENTINE FITNESS LLC	Visalia	California	(480) 797-0766	Termination
1408	DREAM FITNESS, LLC	Gulf to Bay	Florida	(813) 368-6003	Termination
1161	ALYKAY FITNESS V, LLC	miami	Florida	(305) 615-1299	Termination
1530	HONORS HOLDINGS, LLC	Statesboro	Georgia	(912) 250-0028	Termination
0306	PERLOFF PROVIDENCE STUDIO #4 LLC	CHICAGO	Illinois	(708) 361-9667	Termination
1369	L5 FITNESS ILLINOIS-SOUTH, LLC	Crystal Lake	Illinois	(303) 941-3504	Transfer
1519	L5 FITNESS ILLINOIS-NORTH EAST, LLC	Lincolnwood	Illinois	(303) 941-3504	Transfer
1383	OT INDIANA AR, LLC	BROWNSBURG	Indiana	(317) 969-8244	Termination
1464	CIRCLE CITY FITNESS, LLC	Downtown West Indy	Indiana	(317) 407-8437	Termination
1281	BOTK2, LLC	Manhattan	Kansas	(941) 204-4859	Termination
1282	BOTK3, LLC	Topeka	Kansas	(941) 204-4859	Termination
1527	HONORS HOLDINGS, LLC	Boston-Fenway	Massachusetts	(404) 606-0267	Termination
1533	HONORS HOLDINGS, LLC	N. Cambridge	Massachusetts	(404) 606-0267	Termination
1217	BISH ONE MERGE LLC	Seaport-Boston	Massachusetts	(617) 872-3443	Termination
1382	L5 Fitness Michigan, LLC - 1382	Novi	Michigan	(248) 710-0414	Termination
1479	TIP OF THE MITT FITNESS, LLC	Traverse City	Michigan	(269) 207-0678	Termination
0994	TRI-POWER GULF COAST, LLC	Gulfport/Biloxi	Mississippi	(225) 253-0191	Termination
1549	HH KNOXVILLE NORTHSORE	Knoxville-Northshore	Mississippi	(404) 606-0267	Termination
1392	EASTLAND FITNESS PARTNERS LLC	Blue Springs	Missouri	(813) 817-9645	Termination
1364	CAPITAL CITY FITNESS LLC	Helena	Montana	(425) 420-6656	Termination
1534	HONORS HOLDINGS, LLC	Red Rock	Nevada	(404) 606-0267	Termination
0492	HH SPARKS LLC	RENO NORTH	Nevada	(678) 533-6963	Termination
1374	FLORHAM FITNESS LLC	Bernardsville	New Jersey	(908) 283-0904	Termination
1173	OTB1NY, LLC	Brooklyn	New York	(347) 479-1328	Termination
1182	CIC FIT II, LLC	Fresh Meadows-Jamaica	New York	(516) 606-7628	Termination
0657	EU VORTEX II, LLC	NYACK	New York	(561) 866-9882	Termination
733	ML FITNESS TWO LLC	West Harlem	New York	(646) 592-1834	Transfer
1499	WEST COAST FITNESS, LLC	Centerville	Ohio	(310) 566-4031	Termination

#	Franchise Entity Name	City	State	Phone	Reason
1500	WEST COAST FITNESS, LLC	Downtown Cincy	Ohio	(310) 566-4031	Termination
1419	JENKS FITNESS PARTNERS LLC	Jenks-Glenpool	Oklahoma	(813) 817-9645	Termination
1418	MIDTOWN OKC FITNESS PARTNERS LLC	Midtown	Oklahoma	(813) 817-9645	Termination
1417	WEST TULSA FITNESS PARTNERS LLC	West Tulsa	Oklahoma	(918) 981-2204	Termination
1416	YUKON FITNESS PARTNERS LLC	Yukon	Oklahoma	(813) 817-9645	Termination
0540	NEWTOWN SQUARE FITNESS PARTNERS, LLC	NEWTOWN SQUARE	Pennsylvania	(813) 817-9645	Termination
1196	SCR FITNESS, LLC	Scranton	Pennsylvania	(570) 760-4477	Termination
0541	RED LION FITNESS PARTNERS, LLC	Society Hill	Pennsylvania	(813) 817-9645	Termination
1441	HH YORK LLC	York	Pennsylvania	(941) 204-4859	Termination
1531	HONORS HOLDINGS, LLC	Bluffton	South Carolina	(404) 606-0267	Termination
1299	VSB VENTURES VI, LLC	Bishop Arts	Texas	(214) 673-5425	Termination
1471	VALENCIA FITNESS 36, LLC	Frisco	Texas	(214) 585-8134	Termination
1454	BOERNE FITNESS PARTNERS LLC	Park North	Texas	(813) 817-9645	Termination
1276	MDMS CAPITAL VA6 LLC	Arlington - Lee Hwy	Virginia	(305) 357-3283	Termination

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

EXHIBIT H TO THE DISCLOSURE DOCUMENT

FRANCHISE COMPLIANCE CERTIFICATE

FRANCHISE COMPLIANCE CERTIFICATION

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

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

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

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

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

Yes _____ No _____

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

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

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

Yes _____ No _____

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

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

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

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

FRANCHISEE APPLICANT:

Signature

Printed Name

_____, 20__

Date

Signature

Printed Name

_____, 20__

Date

Signature

Printed Name

_____, 20__

Date

Signature

Printed Name

Date _____, 20__

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	June 4, 2024
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	June 20, 2024

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

ITEM 23 RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If OTF Franchisor, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa requires that we provide you with this disclosure document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this disclosure document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this disclosure document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If OTF Franchisor, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit "A" to this disclosure document).

The franchisor is OTF Franchisor, LLC, located at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487. Its telephone number is (954) 530-6903.

We authorize the respective state agencies identified on Exhibit "A" to receive service of process for us if we are registered in the particular state.

Issuance Date: June 4, 2024

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

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

I received a disclosure document dated June 4, 2024 (the state effective dates are listed on the pages preceding the table of contents). The disclosure document included the following exhibits: A. List of State Agencies/Agents for Service of Process; B. Franchise Agreement; C. Financial Statements; D. Table of Contents of Operations Manual; E. State Specific Addenda and Riders; F. Information About Area Representatives; G-1. List of Current Franchisees; G-2. List of Franchisees Who Have Left the System; and H. Franchise Compliance Certification.

Signature (individually and as an officer)

Date Disclosure Document Received

Print Name

KEEP THIS COPY FOR YOUR RECORDS

Print Franchisee's Name (if an Entity)

ITEM 23 RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If OTF Franchisor, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa requires that we provide you with this disclosure document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this disclosure document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this disclosure document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If OTF Franchisor, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit "A" to this disclosure document).

The franchisor is OTF Franchisor, LLC, located at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487. Its telephone number is (954) 530-6903.

We authorize the respective state agencies identified on Exhibit "A" to receive service of process for us if we are registered in the particular state.

Issuance Date: June 4, 2024

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

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

I received a disclosure document dated June 4, 2024 (the state effective dates are listed on the pages preceding the table of contents). The disclosure document included the following exhibits: A. List of State Agencies/Agents for Service of Process; B. Franchise Agreement; C. Financial Statements; D. Table of Contents of Operations Manual; E. State Specific Addenda and Riders; F. Information About Area Representatives; G-1. List of Current Franchisees; G-2. List of Franchisees Who Have Left the System; and H. Franchise Compliance Certification.

Signature (individually and as an officer)

Date Disclosure Document Received

Print Name

TO BE RETURNED TO US

Print Franchisee's Name (if an Entity)