



**ANYTIME FITNESS
FRANCHISE DISCLOSURE DOCUMENT**

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

The franchise we offer is a fitness center offering convenient access and one-on-one, small and large group training. We also offer the opportunity to open a more limited Anytime Fitness Express center.

The total investment necessary to begin operation of an Anytime Fitness center is between \$98,430 and \$523,824. This includes \$11,409 to \$77,218 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of an Anytime Fitness Express center is between \$74,290 and \$388,477. This includes \$6,396 to \$42,638 that must be paid to the franchisor or affiliate. (If you sign a Development Agreement to develop multiple Anytime Fitness centers, these amounts include the Development Fee you pay to us, which replaces the Initial Franchise Fee you would have paid for those centers.)

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

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

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

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

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

ISSUANCE DATE: March 27, 2020.

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

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

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

Out-of-State Dispute Resolution. The Franchise Agreement and Area Development Agreement require you to resolve disputes with the franchisor by mediation at a place selected by the mediator, by arbitration in Minnesota (or if franchisor's principal office is not in Minnesota, at the office of the American Arbitration Association located closest to its principal office) and/or by litigation only in Minnesota. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate at a place selected by the mediator or arbitrate in Minnesota (or if franchisor's principal office is not in Minnesota, at the office of the American Arbitration Association located closest to its principal office) or litigate with the franchisor in Minnesota, than in your own state.

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

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

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

- (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

If the franchisee has any questions regarding this notice, those questions should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Attn.: Franchise, 525 West Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48909, telephone: (517) 373-7117.

ANYTIME FITNESS, LLC
FRANCHISE DISCLOSURE DOCUMENT
TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2. BUSINESS EXPERIENCE	4
ITEM 3. LITIGATION.....	6
ITEM 4. BANKRUPTCY.....	7
ITEM 5. INITIAL FEES.....	7
ITEM 6. OTHER FEES	10
ITEM 7. ESTIMATED INITIAL INVESTMENT.....	19
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	23
ITEM 9. FRANCHISEE’S OBLIGATIONS.....	26
ITEM 10. FINANCING.....	27
ITEM 11. FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	33
ITEM 12. TERRITORY	44
ITEM 13. TRADEMARKS	46
ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	48
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	48
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	49
ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.....	49
ITEM 18. PUBLIC FIGURES.....	52
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS.....	52
ITEM 20. OUTLETS AND FRANCHISEE INFORMATION.....	59
ITEM 21. FINANCIAL STATEMENTS	70
ITEM 22. CONTRACTS	70
ITEM 23. RECEIPTS	70

EXHIBITS

- A. LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS
- B. TABLE OF CONTENTS OF OPERATIONS MANUAL
- C. LISTS OF FRANCHISEES AND FRANCHISEES WHO LEFT THE SYSTEM
- D. FINANCIAL STATEMENTS
- E. FRANCHISE AGREEMENT, GUARANTY, GENERAL RELEASE AND STATE SPECIFIC ADDENDA TO FRANCHISE AGREEMENT
- F. CHARITABLE CONTRIBUTION ADDENDUM
- G. AREA DEVELOPMENT AGREEMENT, GUARANTY AND STATE SPECIFIC ADDENDA TO AREA DEVELOPMENT AGREEMENT
- H. STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT
- I. HEALTHY CONTRIBUTIONS AGREEMENT
- J. FINANCING DOCUMENTS
- K. PROVISION SECURITY SOLUTIONS, LLC TECHNOLOGY SOLUTIONS AGREEMENT
- L. CUSHMAN & WAKEFIELD/NORTHMARQ PROJECT/CONSTRUCTION MANAGEMENT AGREEMENT
- M. NATIONWIDE MUTUAL INSURANCE COMPANY BOND APPLICATION
- N. CLUB MANAGEMENT SOFTWARE SERVICE AGREEMENTS
- O. RE-SALE ASSISTANCE AGREEMENT

- P. FRANCHISEE QUESTIONNAIRE
- Q. TRAINING SUITE ADDENDUM
- R. DIGITAL MEDIA AUTHORIZATION FORM
- S. EVOLT SOFTWARE SUBSCRIPTION AGREEMENT

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

To simplify the language in this Disclosure Document, “we”, “us” or “our” means Anytime Fitness, LLC, the franchisor; “you” or “your” means the person or entity that buys the franchise. If you are a corporation, partnership or other entity, “you” includes the franchisee’s owners. We are a Minnesota limited liability company that was originally formed as a corporation on February 22, 2002, and converted to a limited liability company in December 2009. We maintain our principal place of business at 111 Weir Drive, Woodbury, Minnesota 55125. We do business under our corporate name and as “Anytime Fitness.”

Our company is owned by Self Esteem Brands, LLC (“SEB”). SEB is owned by Anytime Worldwide, LLC. The majority of Anytime Worldwide, LLC is owned by Anytime Holdings, Inc.. (The original majority owners of our company own all of Anytime Holdings, Inc. and therefore indirectly continue to own a majority of the beneficial interest in our company.) We do not have any other parent companies, and we do not have any predecessors.

The franchises we offer are for the operation of fitness centers designed to operate under the trademark, “Anytime Fitness®,” or “Anytime Fitness Express®.” Whenever we talk about an Anytime Fitness franchise in this Disclosure Document, we are referring to both concepts, unless we specifically refer to one or the other.

We began offering Anytime Fitness franchises in October 2002. We began offering Anytime Fitness Express franchises in October 2006. We do not do business under any other names. We do not sell franchises for any other businesses. We began operating our own Anytime Fitness centers in January 2005. We began operating an Anytime Fitness Express center in October 2006. (We sold that center in 2009, and no longer operate any Anytime Fitness Express centers.) We do not have any other business activities.

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

We will grant you the right to operate 1 Anytime Fitness center at a location we specify in your Franchise Agreement (the “Franchise Agreement”). The center will be an Anytime Fitness center unless we designate it as an Anytime Fitness Express center. Generally, an Anytime Fitness Express center will be a center located in an area having fewer than 7,000 people living within a 4 mile radius of the center. Anytime Fitness centers will typically have 4,000 to 6,000 square feet, while Anytime Fitness Express centers will typically have 1,500 to 4,000 square feet.

We also offer to qualified people the right to develop multiple Anytime Fitness franchises within a specific territory under the terms of an Area Development Agreement. If you sign an Area Development Agreement, you will sign a separate Franchise Agreement for each Anytime Fitness (or Anytime Fitness Express) center you develop under your Area Development Agreement. You will sign the first Franchise Agreement when you sign the Area Development Agreement. The form of that agreement will be the form attached to this Disclosure Document. Later Franchise Agreements you sign will be on the form of

agreement we use at the time you sign the agreement. The terms of those agreements may differ from the form attached to this Disclosure Document.

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

Regulations

Your business will be subject to national, state and local regulations that apply to all businesses, such as the Americans With Disabilities Act, wage and hour laws, data privacy laws, and business licensing requirements. Because you will accept credit cards, you will also have to comply with any general laws and regulations relating to the acceptance of credit cards, including the Payment Card Industry (“PCI”) Data Security Standard (“DSS”). Compliance with the PCI DSS is your responsibility. You must also comply with personal information, data protection and data privacy laws that affect the safekeeping of member information, and regulations that apply to electronic marketing, like faxes, emails, text messaging and telemarketing. Your business is subject to state and federal regulations that allow the government to restrict travel and/or require businesses to close during state or national emergencies. Because your business is operated from a destination to which your customers must travel, your business can be affected by such orders more than others. As of the date of this Disclosure Document, travel restrictions have been implemented by the federal government and most state governments in response to the novel strain of the coronavirus (COVID-19) a global pandemic, and several state governments have ordered business closures.

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

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

Our Affiliates

We have several affiliates that sell goods or services to our franchisees. ProVision Security Solutions, LLC (“ProVision”) provides information technology services, technology, and security systems, including computers, sound systems, software and other related components along with technology and software

support, installation services, and security monitoring to our franchisees (see Item 8). It also hosts websites for our franchisees. Franchise Real Estate LLC (“FRE”) formerly offered site selection assistance and lease negotiation services to our franchisees, but we now directly provide that assistance. FRE may, however, provide services to our franchisees in the future. Healthy Contributions, LLC (“Healthy Contributions”) is a billing processing company that assists in the transfer, processing and distributions of funds and data for various fitness incentive programs, including an insurance reimbursement program. Anytime Health, LLC (“Anytime Health”) provides digital applications and services to you and your members. Franchise Financial, LLC (“Franchise Financial”) formerly offered assistance to our franchisees in obtaining financing for their Anytime Fitness center, but we now directly provide that assistance. Franchise Financial may, however, provide services to our franchisees in the future. The principal business address of our parent companies and all these affiliates is 111 Weir Drive, Woodbury, Minnesota 55125. None of these affiliates has ever offered any fitness center franchises or franchises in any other lines of business, nor have they operated any fitness centers.

However, in September 2012, our parent formed a new subsidiary, Waxing the City Worldwide, LLC (“Waxing Worldwide”) (which would be considered an affiliate of ours), and in October 2012, that subsidiary acquired the assets of Waxing the City Franchising, LLC, a company that offered franchises for salon experiences focused on body waxing for men and women, and the sale of related products and services between May 2010 and September 2012. When our affiliate acquired the assets, there were 5 franchises in operation, 4 of which were indirectly owned by the members of Waxing the City Franchising, LLC. Our affiliate began offering franchises for that business in April 2013 and had 107 franchisees operating as of December 31, 2019 and 9 company-owned studios. Waxing Worldwide has never operated any fitness centers, or offered fitness center franchises or franchises in any other line of business. Waxing Worldwide has the same principal business address as we do.

Basecamp Fitness, LLC, a wholly-owned subsidiary of our parent company SEB, purchased the assets of Dethrone Corporate, LLC d/b/a Basecamp Fitness (“Basecamp”) on October 22, 2018. Basecamp is in the business of operating studio fitness centers that offer memberships allowing members to take short, regularly scheduled group training classes designed using High Intensity Interval Training strategies. As of December 31, 2019, Basecamp had 6 company-owned locations. Basecamp currently offers franchises for sale to qualifying investors and will begin offering franchises for sale to the general public in April 2020. Basecamp has never operated any fitness centers, or offered fitness center franchises or franchises, in any other line of business. Basecamp has the same principal business address as we do.

Our affiliate, The Bar Method Franchising, LLC (“The Bar Method Franchising”), offers franchises for the operation of boutique fitness studios that offer barre-based exercise classes using proprietary and non-proprietary instructional techniques, formats and methods designed to provide fitness training in an attractive atmosphere. As of December 31, 2019, The Bar Method Franchising had 117 franchised studios in operation in the United States. In addition, as of December 31, 2019, The Bar Method, LLC (“TBM”), had 1 company-owned studio in California. TBM offered rights for Bar Method studios from June 2003 until October 2007 and assigned those agreements to The Bar Method Franchising in January 2008 at which time The Bar Method Franchising began offering Bar Method franchises. TBM and The Bar Method Franchising have the same principal business address as we do.

Our Agents for Service of Process

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

ITEM 2.
BUSINESS EXPERIENCE

Chief Executive Officer, Chief Manager and Governor: Charles Runyon

Mr. Runyon is one of our founders and has been a Director of our company since February 2002, until he was appointed as a Governor of our company in December 2009. In December 2009, he also became our President and Chief Manager. In January 2013, he transitioned from the role of President to Chief Executive Officer. Mr. Runyon has been the Chief Executive Officer and Governor of Waxing Worldwide since September 2012, President and a Governor of Basecamp since August 2018, and the President of The Bar Method Franchising since September 2019.

President, Governor, Secretary: Dave Mortensen

Mr. Mortensen is one of our founders. He was appointed as our Secretary and a Governor of our company in December 2009, and was appointed President in January 2013. He was appointed as President, Chief Financial Officer/Treasurer and Secretary of ProVision in October 2009. In December 2009, he was appointed as Secretary and a Governor of ProVision. Mr. Mortensen has been the President and Secretary of Waxing Worldwide since September 2012, Vice President and a Governor of Basecamp since August 2018, and the Vice President of The Bar Method Franchising since September 2019.

Chief Financial Officer/Treasurer: R. John Pindred

Mr. Pindred has served as our Chief Financial Officer/Treasurer since November 2014. From August 2004 until September 2014, he was Chief Financial Officer for Family Christian, LLC (f/k/a Family Christian Stores, Inc.), in Grand Rapids, Michigan. From August 2006 until September 2014, he was also the Chief Administrative Officer of that company. Mr. Pindred has been the Chief Financial Officer/Treasurer of Waxing Worldwide since November 2014 and of Basecamp since August 2018, and the Chief Financial Officer of The Bar Method Franchising since September 2019.

Chief Self Esteem Officer: Carol Grannis

Ms. Grannis has served as our Chief Self Esteem Officer since August 2017. She serves in the same role for Waxing Worldwide since August 2017, Basecamp Fitness since August 2018, and The Bar Method since September 2019. She founded Leading Edge Talent Solutions (“Leading Edge”) in January 2003 based in Woodbury, Minnesota and operated Leading Edge through July 2017. Through Leading Edge, she was a consultant for us from March 2010 to July 2017.

Executive Vice President of International Franchise Operations: Rajat Kumar

Mr. Kumar joined us in April 2018 as our Executive Vice President of International Franchise Operations. He has served in this same capacity with Waxing Worldwide since April 2018, for Basecamp Fitness since August 2018, and for The Bar Method since September 2019. From January 2016 to February 2018, Mr. Kumar was the Global Head of New Business Development at Tata Global Beverages in Singapore. From December 2013 to September 2015 he was the Business Development Director at General Mills in Geneva, Switzerland.

Chief Development Officer – Jedediah Schmidt

Jedidiah (Jed) Schmidt has been our Chief Development Officer since January 2020. He leads the Franchise Sales, Real Estate and Market Development teams. Mr. Schmidt joined SEB in June 2016 and served in

various roles: from June 2016 to October 2018 he was President of ProVision and from October 2018 to January 2020 he was Brand President of Basecamp Fitness. From August 2013 to June 2016, Mr. Schmidt was Global Vice President of Sales and Marketing for Playerlync, LLC in Denver, Colorado.

Vice President of Franchise Administration: Jennifer Yiangou

Jennifer Yiangou has been our Vice President of Franchise Administration since October 2012. She has served as the Vice President of Franchise Administration for Waxing Worldwide since January 2008, the Vice President of Franchise Administration for Basecamp Fitness since August 2018, and the Vice President of Franchise Administration for The Bar Method since September 2019.

Vice President of International Support: Elizabeth (“Libby”) Junker

Ms. Junker has been our Vice President of International Support since January 2014. From October 2012 to January 2014, she was our Vice President of Strategic Initiatives. Before that, since December 2010, Ms. Junker was our Vice President of Identity Division.

Chief Technology Officer: Ryan Masanz

Ryan Masanz has been our Chief Technology Officer since October 2012. He has also served as the Chief Technology Officer for Waxing Worldwide since April 2007, and the Chief Technology Officer for Basecamp Fitness since August 2018, and the Chief Technology Officer for The Bar Method since September 2019.

Chief Information Officer: Tammylynne Jonas

Ms. Jonas joined us in May 2019 as our Chief Information Officer and serves in the same role for Waxing Worldwide, Basecamp Fitness and The Bar Method. From 2017 to 2019 she was the Chief Information Officer for Holiday Companies, and while in that role, from 2018 to 2019 she simultaneously served as Senior Director of the Global Technology Team for Couche_Tard. From 2012 to 2017 Ms. Jonas was Vice President for Technology: Vendor Management, Sourcing, Enterprise Services, and Application Development for Kohl’s.

Brand President: Stacy Anderson

Ms. Anderson joined us in September 2012 as our Chief Marketing Officer and became our Brand President in August 2016.

Chief Marketing Officer: Amy Halford

Amy Halford has been our Chief Marketing Officer since June 2019 and she serves in the same role for Waxing Worldwide, Basecamp Fitness, and The Bar Method. From March 2018 to June 2019, she was the Senior Director of Brand Strategy and Development for us. From March 2017 to March 2018, Ms. Halford was the Vice President of Digital for Gonn.com and prior to that, from May 2014 to March 2017, she was the Director of Owned Media and Publishing for General Mills.

General Counsel: James Goniea

Mr. Goniea joined us in October 2017 as our General Counsel. He has also served as the General Counsel for Waxing Worldwide since October 2017 and for Basecamp Fitness since August 2018 and as the General Counsel and Secretary of The Bar Method Franchising since September 2019. From January 2016 to

September 2017, he was a partner at Einbinder Dunn & Goniea LLP (now Einbinder & Dunn LLP) a law firm in New York, New York. Between September 2012 and December 2015, he was a partner at Wiggin and Dana LLP, a law firm in Philadelphia, Pennsylvania.

Vice President of Real Estate – Mark Norman

Mr. Norman joined us in September 2019 as Vice President of Real Estate. He serves in the same capacity for Waxing Worldwide, Basecamp Fitness and The Bar Method. From April 2017 to September 2019 Mr. Norman served as Vice President of Real Estate for Regis Corporation in Minneapolis, Minnesota. From September 2016 to April 2017 he was Associate Vice President of Real Estate at Regis Corporation in Minneapolis, Minnesota and was a Real Estate Director with Regis from November 2010 to September 2016.

Director of Financing: Timothy Smith

Timothy Smith has been our Director of Financing since October 2012. He has also served as the Director of Financing for Waxing Worldwide since December 2009, and has served in the same role for Basecamp Fitness since August 2018, and for The Bar Method since September 2019. From February 2013 to present has been President of our affiliate Franchise Financial, LLC.

**ITEM 3.
LITIGATION**

Remarck Partners, LLC vs. Gibson Center, L.P., et al. Superior Court for the State of California, Yolo County, Case No. CV-17-1747, filed October 24, 2017. Plaintiff Remarck Partners, bought a shopping center in which an Anytime Fitness franchisee had planned to lease space to develop an Anytime Fitness center. Plaintiff is suing the seller, Gibson Center, L.P., along with us and FRE for allegedly fraudulently failing to disclose that the Franchisee was trying to get out of the lease and could not move forward with opening a club due to significantly changed financial circumstances. Plaintiff subsequently filed an Amended Complaint on or about January 11, 2018 adding claims against the Franchisee. We and FRE filed a motion to dismiss all claims brought against us and FRE, but that motion was denied. In November 2019 we entered into a settlement agreement with the plaintiff. The settlement agreement resolved all claims against us and FRE, except for certain cross-claims by Gibson Center, a former owner of the shopping center at issue. Those cross claims are still pending. The final settlement agreement provides that neither Anytime Fitness nor FRE will pay any amount, but they will dismiss their claims against Remarck in exchange for Remarck's dismissal of its claims against Anytime Fitness and FRE.

In 2019, we did not initiate any lawsuits against franchisees of ours.

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

Illinois v. The Bar Method Franchising Inc. and The Bar Method Inc. (Case No. 2009CH 0125, Seventh Judicial Circuit of Illinois, filed February 9, 2009). The Illinois Attorney General brought this action against The Bar Method Franchising and TBMI, alleging the agreement between TBMI and an Illinois resident that TBMI assigned to The Bar Method Franchising in January 2008 constituted a franchise that was not registered under the Illinois Franchise Disclosure Act, and that TBMI did not provide a franchise disclosure document to the operator as that statute requires. On February 9, 2009, The Bar Method Franchising and

TBMI agreed to the entry of a Final Judgment and Consent Decree in which, while not admitting any liability, The Bar Method Franchising and TBMI agreed to the entry of a permanent injunction prohibiting The Bar Method Franchising and TBMI from offering or selling franchises in Illinois without being registered as a franchisor or failing to provide the franchise disclosure document to residents of Illinois as the Illinois Franchise Disclosure Act requires. The Bar Method Franchising also agreed to offer rescission of the agreement to the Illinois operator and to the payment of penalties and costs to the State of Illinois in the amount of \$5,000. The Illinois operator did not accept the offer of rescission and its agreement continues in effect.

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

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

ITEM 4. BANKRUPTCY

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

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

ITEM 5. INITIAL FEES

We offer franchises for Anytime Fitness and Anytime Fitness Express centers.

Our standard initial franchise fee for an Anytime Fitness center is \$42,500. Our standard initial franchise fee for an Anytime Fitness Express center is \$25,000. However, we do offer other pricing options for veterans, existing franchisees of ours and our affiliated brands, The Bar Method, Basecamp Fitness, and Waxing the City, so long as these franchisees are not in default under their existing Franchise Agreement(s) with us or the applicable brand, and for people signing an Area Development Agreement to operate multiple franchises. A schedule of the various options and fees follows:

Franchise Agreement Pricing	New Franchisee	New Franchisee Who Meets Veteran Requirements¹	Existing Franchisee	Existing Franchisee Who Meets Veteran Requirements¹
Standard Anytime Fitness Franchise	\$42,500	\$35,000	\$32,500	\$30,000
Anytime Fitness Express	\$25,000	\$22,500	\$22,500	\$20,000
Club Purple Members – Franchise Agreements²:				
Standard Anytime Fitness Franchise	Not Applicable	Not Applicable	\$25,000	\$25,000
Anytime Fitness Express	Not Applicable	Not Applicable	\$20,000	\$20,000
Club Platinum Members – Franchise Agreements³				
Standard Anytime Fitness Franchise	Not Applicable	Not Applicable	\$20,000	\$20,000
Anytime Fitness Express	Not Applicable	Not Applicable	\$17,000	\$17,000
Area Development Agreements⁴				
Standard Anytime Fitness Franchise				
2 locations	\$70,000	\$60,000	\$65,000	\$57,500
3 locations	\$95,000	\$82,500	\$95,000	\$80,000
4 locations	\$125,000	\$107,500	\$125,000	\$105,000
Additional locations	+\$30,000 each	+\$25,000 each	+\$30,000 each	+\$25,000 each
Anytime Fitness Express				
2 locations	\$45,000	\$40,000	\$42,500	\$37,500
3 locations	\$62,500	\$55,000	\$60,000	\$52,500
4 locations	\$82,500	\$72,500	\$80,000	\$70,000
Additional locations	+\$20,000 each	+\$17,500 each	+\$20,000 each	+\$17,500 each
Club Purple: Standard Anytime Fitness Franchise				
2 locations	Not Applicable	Not Applicable	\$50,000	\$50,000
3 locations	Not Applicable	Not Applicable	\$75,000	\$75,000
4 locations	Not Applicable	Not Applicable	\$100,000	\$100,000
Additional locations	Not Applicable	Not Applicable	+\$25,000 each	+\$25,000 each
Club Purple: Anytime Fitness Express				
2 locations	Not Applicable	Not Applicable	\$40,000	\$40,000

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

² This pricing is available only to existing Anytime Fitness franchisees that are members of Club Purple. Requirements for participation in Club Purple will vary from time to time, and are made available to our franchisees that qualify for our then-current standards for participation in that program.

³ This pricing is available only to existing Anytime Fitness franchisees that are members of Club Platinum. Requirements for participation in Club Platinum will vary from time to time, and are made available to our franchisees that qualify for our then-current standards for participation in that program.

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

Franchise Agreement Pricing	New Franchisee	New Franchisee Who Meets Veteran Requirements¹	Existing Franchisee	Existing Franchisee Who Meets Veteran Requirements¹
3 locations	Not Applicable	Not Applicable	\$60,000	\$60,000
4 locations	Not Applicable	Not Applicable	\$80,000	\$80,000
Additional locations	Not Applicable	Not Applicable	+\$20,000each	+\$20,000each
Club Platinum: Standard Anytime Fitness Franchise				
2 locations	Not Applicable	Not Applicable	\$40,000	\$40,000
3 locations	Not Applicable	Not Applicable	\$60,000	\$60,000
4 locations	Not Applicable	Not Applicable	\$80,000	\$80,000
Additional locations	Not Applicable	Not Applicable	+\$20,000each	+\$20,000each
Club Platinum: Anytime Fitness Express				
2 locations	Not Applicable	Not Applicable	\$34,000	\$34,000
3 locations	Not Applicable	Not Applicable	\$51,000	\$51,000
4 locations	Not Applicable	Not Applicable	\$68,000	\$68,000
Additional locations	Not Applicable	Not Applicable	+\$17,000 each	+\$17,000each

We will also offer you a way to reduce your initial franchise fee by up to an additional \$2,000. We have initiated a charitable contribution program, currently known as the HeartFirst Charitable Foundation, which we offer to all new franchisees. Under this program, we will reduce your initial franchise fee by \$2,000 for the first franchise you purchase from us, and \$500 for each subsequent one, if you agree to pay a charitable contribution of \$100 per month from the date you open each center through the term of the Franchise Agreement, that we will contribute directly to the HeartFirst Charitable Foundation on your behalf, or another charity or charities we designate on your behalf. Each of your centers that participate in this program will also be designated as an Anytime Fitness center participating in our charitable contribution program and will be able to include this designation in all advertising and promotional materials you distribute.

If you sign an Area Development Agreement, the initial franchise fee is referred to as a Development Fee, and you pay it in full, for all the centers you commit to open, when you sign the Development Agreement. In all other cases, the initial franchise fee is due in full when you sign the Franchise Agreement. All portions of the initial franchise fee (and Development Fee) are nonrefundable.

You will have 12 months from the date you sign the Franchise Agreement to open and begin operating your center. If you want to extend that time for an additional 3 months, and we agree to allow you to do so, you must pay a \$500 extension fee to us as a condition to our granting the extension. (However, we will waive this extension fee if you are actively working with our real estate team in locating a site.) After 15 months from the date you sign the Franchise Agreement, you must begin paying the monthly royalty fee (Monthly Fee) to us, whether or not your Anytime Fitness center is open. If you are actively working with our real estate team in locating a site or have signed a lease with the assistance of our real estate team, we will waive the Monthly Fee until your Anytime Fitness center is open. If your Franchise Agreement designates the site of your business “to be determined,” so that you have no protected territory, or if you agree to release any protected territory that has been given to you and to seek a site in an area “to be determined,” then we will grant you one 3 month extension for a \$500 extension fee, and we will waive the Monthly Fee until you begin operating your center. The extension fee also applies if we agree to allow you to extend the date for opening of any Anytime Fitness center that you agree to open under your Area Development Agreement. We are not, however, obligated to grant these extensions, and we have the right to condition our consent on other requirements. Extension fees are not refundable and are not credited against any other obligation you

may have to us. After 18 months from the date you sign the Franchise Agreement, if you have not signed a lease for a location, the Franchise Agreement will be placed in default and if you do not open within the time provided for cure, we will terminate the Franchise Agreement.

In the last 12 months before the date of this Disclosure Document, our Initial Franchise Fees ranged from \$14,000 to \$42,500, depending on which category the franchise fit.

There are other fees you will pay to our affiliate, ProVision, before you begin operating. You must purchase certain technology components from ProVision, including certain computer hardware, software and networking equipment, door readers, key fobs or equivalent technology, security and surveillance system, fitness scanning and/or monitoring equipment, sound system, and CCTV's (collectively, the "Technology System"). You also must have ProVision install the Technology System. The cost to purchase the base Technology System package is \$23,145 for an Anytime Fitness center and \$17,145 for any Anytime Fitness Express center. You may, but are not required to, purchase additional equipment from ProVision to enhance the base Technology System package and you may be required to purchase additional equipment if your club is larger than an average club in our system. The above amounts for the base Technology System package do not include taxes which we estimate will cost an additional 10% of the package cost or the cost of shipping or installation, which we estimate will cost an additional approximately 35% of the Technology System package cost.

The Training Suite (as defined in Item 11) is a required element of the Anytime Fitness system and you must implement it in your Anytime Fitness center. The Training Suite is optional for Anytime Fitness Express centers. The Training Suite Training Program is provided as part of our initial training program. If you are an existing franchisee that will now elect to offer the Training Suite at your center, and have not already attended training, then you must attend the Training Suite Training or the initial training program and pay our then-current fee, currently \$250 per person. You are responsible for travel costs, room and board, and the salaries, fringe benefits, and other expenses you and your employees incur to attend such training. Subject to corporate trainer availability, we also offer the Training Suite Training Program in the field, on-site at your Anytime Fitness center, or the Anytime Fitness center of another franchise owner with whom you have partnered to receive this training. For a fee ranging from \$6,000 to \$10,500 depending on how many ownership groups are receiving training (up to a maximum of three), we will send two corporate staff members to the designated center to provide two days of customized, interactive, on-site training designed to teach program methodology, how to deliver programming, how to set up and conduct group and personal training sessions, and how to educate members and sell group and personal training to members. This on-site training is conducted for up to 21 total attendees and includes pre-visit communication and post-visit follow-up.

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

You will be required to retain a designated architectural vendor to create a complete set of detailed construction documents and to complete construction of your Anytime Fitness center in compliance with the Compliance Drawing and our mandatory specifications ("Construction Documents"), and to obtain any

required permits, and conform the premises to local ordinances or building codes. If you do not use our designated architectural vendor to create the Construction Documents and this is your first Anytime Fitness center, we will charge you a fee of \$2,700 to review the Construction Documents created by another vendor. If this is your first Anytime Fitness center, we may require you to obtain your Construction Documents from our designated architectural vendor.

**ITEM 6.
OTHER FEES**

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
Monthly Fee	<p>Currently: 1-3 centers: \$699 per center 4-9 centers: \$699 per center 10+ centers: \$649 per center</p> <p>\$449 per month for Anytime Fitness Express centers.</p> <p>We reserve the right to periodically increase this fee. (Note 4)</p>	<p>On or before the first day of each month. Your billing vendor will subtract this fee from the receipts generated by your accounts. (Note 5)</p>	<p>You will begin paying this fee after you open your center, but if you have a Protected Territory, and have not opened after 15 months, you then must begin paying this fee. If you are actively working with our real estate team in locating a site or have signed a lease with our assistance, we will waive the Monthly Fee until your Anytime Fitness center is open. For Anytime Fitness centers, this fee includes the monthly Training Suite fee.</p> <p>The Training Suite fee is not included in this fee for Anytime Fitness Express centers. Anytime Fitness Express centers who implement the Training Suite are charged the Training Suite Fee outlined below.</p>
General Advertising Fee	<p>Currently, \$600 per month, beginning when you open your center; \$300 per month for an Anytime Fitness Express center.</p>	<p>On or before the first day of each month. Your billing vendor will subtract this fee from the receipts generated by your accounts. (Note 5)</p>	<p>We reserve the right to increase the General Advertising and Marketing Fund Contribution upon 60 days' written notice to you, provided it will not exceed "the greater of \$600 per month (\$300 per month for Anytime Fitness Express Centers) or 2% of Gross Revenue (which may be calculated on a weekly basis)</p>
Grand Opening and Ramp Up Program	<p>\$11,000 to \$23,000 for an Anytime Fitness center; no minimum for an Anytime Fitness Express center (Note 6)</p>	<p>As incurred</p>	<p>If you fail to spend the minimum required amount on the Grand Opening and Ramp Up Program, we have the right to require you to participate in our Always On Marketing Program and spend the difference between the amount you spent and what you should have spent. You are not required to spend a minimum amount on a Grand Opening and Ramp Up Program for an Anytime Fitness Express center.</p>

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
Base Technology Fee (formerly, Global Access Fee)	<p>Currently: 1-3 centers: \$799 per center 4-9 centers: \$649 per center 10-24 centers: \$599 per center 25+ centers: \$549 per center</p> <p>\$720 per month for Anytime Fitness Express centers.</p> <p>We reserve the right to periodically increase this fee. (Note 7)</p>	<p>On or before the first day of each month. Your billing vendor will subtract this fee from the receipts generated by your accounts. (Note 5)</p>	<p>Once you begin operating, you pay this fee to us or our affiliate for ongoing support for our proprietary access control software, development and release updates of that software, access to Anytime Health resources and memberships, email hosting, fitness scanning and/or monitoring, and sound system services, and cellular communications. As part of this fee, ProVision will also provide security monitoring services and ongoing support for your technology, email, club operating software, and club management software. Any Anytime Fitness Express centers that you operate do not count when calculating the number of centers that you operate for purposes of calculating the Base Technology Fee.</p>
Construction Document Review Fee	\$2,700	Immediately after notice from us	<p>You must pay us this fee if this is your first Anytime Fitness center and you do not use our designated architectural vendor to complete your Construction Documents.</p>
Training Suite Fees	<p>Currently: 1-3 centers: \$149 per center 4-9 centers: \$109 per center 10+ centers: \$109 per center for the first 9 centers, and \$0 for each additional center thereafter</p> <p>We reserve the right to periodically increase this fee; however, we will not increase this fee to more than \$300 per center per month.</p>	<p>On or before the 1st day of each month. Your billing vendor will subtract this fee from the receipts generated by your accounts. (Note 5)</p>	<p>You will only pay this fee to us for (i) Anytime Fitness center(s) in which you are implementing the Training Suite if those centers are operating pursuant to Franchise Agreements dated March 28, 2019 or earlier, or (ii) if you have an Anytime Fitness Express center and choose to implement the Training Suite. (Note 8)</p>
Training Suite Registration Fee	Currently, \$250 per person.	At the time training is scheduled.	<p>There is no Registration Fee as a new or renewing franchisee for you to attend the Training Suite Training that is conducted as part of our initial training program.</p> <p>If you are an existing franchisee that will now offer the Training Suite at your center, and have not already attended training, then you must attend the The Training Suite training and pay the additional fee, currently \$250 per person. In addition, you are responsible for travel costs, room and board, and the salaries, fringe benefits, and other expenses you and your employees incur. (Note 9)</p>

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
On-Site Training Suite Registration Fee	\$6,000 for one owner, with up to a total of 21 attendees. \$4,500 per owner for two owners, with up to a total of 21 attendees. \$3,500 per owner for three owners, with up to a total of 21 attendees.	At the time training is scheduled.	This fee is paid in the event you choose to complete the Training Suite Training in the field, on-site at your Anytime Fitness center or the center of a participating owner. Training is a two-day customized, interactive program provided by corporate staff. Training is provided for up to 21 attendees and includes pre-visit communication and post-visit follow-up for each owner. Attendees must be employees of the participating owner(s). Travel costs, room and board for corporate staff are included in this fee. (Note 9)
On-Site Relaunch Training Fees	Currently, \$4,000.	At the time training is scheduled.	If you are a new franchisee purchasing an existing club we will send a representative or designee out to the purchased club for three days of required, on-site training for you and your staff in club operations. Travel costs, room and board for corporate staff are included in the fee.
On-Site Relaunch Re-booking Fees	\$1,500 for each re-booking.	Upon re-booking.	(Note 10)
On-Site Training Cancellation Fees	Our then-current fee, which may vary based upon the type of scheduled training and how far in advance you cancel the training.	Upon cancellation or rescheduling.	(Note 10)
No Show Fees	Currently, \$500, or the actual costs of rescheduling travel, whichever is greater.	Immediately after notice from us.	If you are scheduled for an on-site visit by our representative or designee or register for a training program, and you fail to attend, fail to have the appropriate parties attend, or fail to stay for the entire program, and you did not provide us at least 2 weeks' advance notice that you would not be attending, then you must pay this fee.
Healthy Contributions Fitness benefit Program - Initial Fees	Currently, no cost for set-up of the first Fitness Benefit Program, and \$20 for each additional Fitness Benefit Program. Also, currently, a \$1.50 initial member fee for each member you enroll on the Healthy Contributions website, and \$3 for each member enrolled by a Healthy Contributions staff member upon club's request.	Paid by ACH or similar draft, generally 40-45 days after each activity month end.	If you choose to offer your members fitness benefit programs from healthcare providers or employers ("Fitness Benefit Programs"), you will pay this fee to our affiliate, Healthy Contributions, for its ongoing work in administering, transferring, processing and distributing funds and data for the Fitness Benefit Programs.

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
Healthy Contributions Fitness Benefit Program - Ongoing Fees	Currently, a \$5 fee per each Fitness Benefit Program per month, a monthly transaction fee of \$.15 per active member, a transaction fee of \$.25 per club, per month, for each applicable deposit for the Renew Active program, and a \$.15 per member, per month maintenance fee for data storage and security. .	Paid by ACH or similar draft, generally 40-45 days after each activity month end.	Only payable if you choose to offer Fitness Benefit Programs to your members.
Charitable Contribution	\$100 per month	On or before the first day of each month. Your billing vendor will subtract this fee from the receipts generated by your accounts. (Note 5)	This is a voluntary contribution you will make once you open your Anytime Fitness center, but only if you decide to participate in our Charitable Contribution Program. See Item 5 for additional information.
Inspection Fee	Generally, \$50 - \$100	Upon notice from us. Your billing vendor will subtract this fee from the receipts generated by your accounts.	We reserve the right to have someone conduct an inspection of your center after you open. If you fail the inspection, the center will be re-inspected, and you may then have to reimburse us for our costs of additional inspections until the center passes an inspection. As long as you pass the initial inspection, you will not incur this cost.
Peer Compliance Committee Default Fee	Up to \$1,000 per violation	Immediately after notice from us. Your billing vendor will subtract this fee from the receipts generated by your accounts.	If you breach certain provisions of your Franchise Agreement, we can submit the default to a "Peer Compliance Committee" made up of other franchisees. If they determine a breach occurred, they may levy a fine against you of up to \$500. If you do not timely cure, or breach the provisions again, the next fine can be up to \$1,000. All fines will be donated directly to the HeartFirst Charitable Foundation or another charitable organization to be designated by us. Any fines the Peer Compliance Committee may assess are in addition to the standard default fee described below and any damages or costs we may incur as a result of the default.
Standard Default Fee	Up to \$250 per violation	Immediately after notice from us. Your billing vendor will subtract this fee from the receipts generated by your accounts.	In addition to our right to terminate the Franchise Agreement, if you breach certain provisions of your Franchise Agreement, and you fail to cure the default during the cure period provided, you must pay us a fee of up to \$250 per month until the default is cured in order to offset our costs incurred to address the default. This standard default fee is in addition to any fines that may be assessed through the Peer Compliance Committee.
Additional Assistance	Currently, \$500 per day plus travel costs	Immediately after notice from us.	(Note 11)

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
Marketing Materials	Variable, but currently at our cost, plus shipping.	When incurred.	You must purchase marketing materials for brand level promotion. We may prescribe minimum amounts you must purchase.
Conference Fee	Currently, \$439 for early registration, increasing to \$659 at the Conference	When you register for the Conference.	You must pay this fee in those years in which a Conference is scheduled, for one center, regardless how many centers you open, even if you do not register for our Conference. It gives you a registration for a Principal Owner of your business to attend or participate in our Conference. (Note 12)
Participation Fees	Up to \$1,200 for each year you fail to complete 1,200 continuing engagement credits ("CEC"), as outlined in our Operations Manual. (Note 13)	During the first quarter of each calendar year. Your billing vendor will subtract this fee from the receipts generated by your accounts.	We will contribute these fees to the General Advertising and Marketing Fund. See Item 11 for additional information on completing credits.
Customer Service Webinar	Currently, \$250	Immediately after notice from us. Your billing vendor will subtract this fee from the receipts generated by your accounts.	If you fail to meet our customer service standards, you must take our customer service webinar and pay this fee. If you do not take the webinar within the time we require, you will be charged an additional \$250 per month until you attend the webinar.
Renewal Fee	\$4,500, reduced to \$4,000 if we receive the fee, and all your signed renewal documents, at least 30 days before your franchise expires.	At least 30 days before the term of your Franchise Agreement expires.	You only pay this fee if you want to renew your franchise.
Transfer Fee	\$7,500 or \$15,000 (Note 14)	Before you transfer the franchise.	You only pay this fee if you sell your franchise or your interest in it.
Relocation Fee	\$1,500	When you submit a request to move your center.	You must obtain our consent to relocate your business. If we do not approve your request, we will refund the fee. It is currently our policy to waive the fee if you work with our real estate team to obtain a new site.
Liquidated Damages	\$10,000	If you fail to develop an Anytime Fitness center by the deadline provided in an Area Development Agreement that you sign.	This fee only applies if you sign an Area Development Agreement, and it then applies for each Anytime Fitness center you fail to develop under that agreement.
Insurance/Bond Handling Fees	Currently, \$100	Immediately after notice from us.	You only pay this fee to us if you fail to obtain insurance or a health club surety bond, and we obtain the insurance coverage or the surety bond for you. This fee does not include the cost of insurance or bond premiums, for which you must also reimburse us.
Costs and Attorneys' Fees	Will vary under circumstances.	Immediately after notice from us.	You only pay this amount if we are successful in any legal action we bring against you, or in defending any claim you bring against us.

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
Interest	The lesser of 1.5% per month or the maximum rate allowable by applicable law.	As incurred.	Payable on all overdue amounts.
Indemnification	Will vary under circumstances.	As incurred.	You have to reimburse us if we are sued or held liable for claims arising out of your business.
Re-Sale Assistance Program	\$549, plus \$79 per month until you sell your business or decide to terminate your participation in the program. You also pay a commission of up to 4% of the sale price, depending on the amount of the sale price.	As incurred.	If you want to sell your business, we currently have a program to assist franchisees in marketing their business (see Item 11). We do not require you to participate in this program. If you do not want our assistance but do want access to our forms, you must pay us a form fee of \$999.
Club Enhancement Program	\$500 per month	Each month after you begin operating.	These are your funds that we recommend you set aside to remodel your Anytime Fitness center to current standards as a condition to renewing your franchise and to provide other updates to your center. However, we have the right to require you to pay these amounts to us to hold for you. (Note 15)
Always On Marketing Program (Note 16)	Currently, fees are the actual costs of media purchases, subject to a minimum of \$350 per month plus an administrative charge of 20%, plus an initial set up fee, currently, \$300. A three-month initial commitment is required.	As incurred	Optional program in which you pay us a monthly fee to purchase, create and place local advertising on your behalf. After the initial three-month commitment expires, you may cancel with 30 days' notice. You must sign a Digital Media Authorization Form attached as Exhibit R if you elect to participate in the Program. The amounts you spend on the Always On Marketing Program will be credited towards your local advertising spend requirement.
Local Marketing Spend (Note 17)	\$600, \$800 or \$1,000 per month, depending on your market tier; no minimum for an Anytime Fitness Express center.	As Incurred	After the Grand Opening and Ramp Up Plan, you must spend a required amount per month on approved local advertising, depending on your market tier. You do not pay these amounts to us but if you fail to spend these amounts, we may require you to participate in our Always On Marketing Program and spend the difference between what you should have spent and what you actually spent.

Notes:

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

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

(3) For all amounts you owe to us or our affiliates, we have the right to collect these fees by pre-authorized check draft or pre-authorized credit card charge. However, currently, our preferred provider of the billing

and payment processing services collects most of these fees on our behalf from the fees they collect each month from your members.

(4) We may adjust the Monthly Fee as of January 1 of each year to reflect inflation according to the Consumer Price Index published by the Bureau of Labor Statistics, U.S. Department of Labor, or its successors.

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

(6) If you are a franchisee who is new to the Anytime Fitness system and you are opening a new center, you must spend a minimum total of \$11,000 to \$23,000 depending on your market Tier on a Grand Opening and Ramp Up Program for your Anytime Fitness center beginning 60 days prior to your scheduled opening and ending 60 days following the opening of your Anytime Fitness center. You must spend a minimum of \$11,000 in local marketing if your Anytime Fitness center is located within a Tier 3 market. You must spend \$16,000 in local marketing if your Anytime Fitness center is located within a Tier 2 market. You must spend \$23,000 in local marketing if your Anytime Fitness center is located within a Tier 1 market. Your market tier is determined by population size; Tier 1 is a market in which we have determined there are more than 50,000 people within a 3 mile radius of the location of your Anytime Fitness center; Tier 2 is a market in which we have determined there are between 25,000 and 49,999 people within a 3 mile radius of the location of your Anytime Fitness center; and Tier 3 is a market in which we have determined there are less than 25,000 people within a 3 mile radius of the location of your Anytime Fitness center. If you operate an Anytime Fitness Express center, there is no minimum amount that you must spend on grand opening advertising.

(7) While the services ProVision provides include security monitoring, the fee is paid for ProVision's ongoing support of the technology purchased through ProVision, technology services, proprietary and club management software, any applicable development updates and release updates, networking equipment and support, door reader technology, security and surveillance system, fitness scanning and/or monitoring equipment, sound system, and email hosting. You are paying nothing extra for security monitoring on a system ProVision installed. Therefore, if you have someone else do your security monitoring, this fee will not change. This fee also does not include support for any third-party software, including any type of malicious software protection. In addition, if you need service on equipment or a system that ProVision did not install, ProVision may provide that support but will charge you its then-current hourly support fee. The current hourly rate is \$135.

(8) If you are implementing the Training Suite for an existing center that does not already have access to and use the Training Suite (which is currently required if you operate multiple Anytime Fitness centers and are implementing the Training Suite in any of your Anytime Fitness centers, such as upon signing our then-current form of Franchise Agreement for a renewal term for any center), or if you have an Anytime Fitness Express center and choose to implement the Training Suite, then you will pay us a fee for access to a proprietary Training Suite (as defined in Item 11) that will help you provide personal and group training programming to your members. This fee is \$149 per Anytime Fitness center for up to three centers. If you have four or more Anytime Fitness centers, the fee is \$109 per center, for all centers up to a maximum of

nine. As of the issuance date of this Disclosure Document, use of the Training Suite is required. You will also be required to sign the Training Suite Addendum attached to this Disclosure Document as Exhibit Q.

(9) In order to use the Training Suite in your Anytime Fitness center, you must complete the Training Suite Training. This Training Program is included in New Franchisee Training and is offered at our corporate headquarters in Minnesota. Training for you is included in your Initial Franchise Fee. If you are an existing franchisee that will now elect to offer the Training Suite in your existing Anytime Fitness center(s), and you have not already successfully completed this training program, you must pay an additional fee to attend the Training Suite Training. Additional individuals may attend for an additional fee. In addition to the training fee, you are responsible for travel costs, room and board, and the salaries, fringe benefits, and other expenses you and your employees incur. Alternatively, subject to corporate trainer availability, you may choose to complete the Training Suite Training in the field at your Anytime Fitness center or the center of a participating owner. In this instance, training is a two-day customized, interactive program provided by two corporate staff. Training is provided for up to 21 attendees and includes pre-visit communication and post-visit follow-up for each owner. Attendees must be employees of the participating owner(s). Travel costs, room and board for corporate staff are included in the fee.

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

(11) If you require or request on-site assistance, you can request that we send a representative to provide further assistance to you. If we agree to provide this additional assistance, we must agree in advance to the charges you will pay and the length of the visit. We may also require you to receive additional assistance if you are not meeting our requirements, if we determine, in our sole discretion, additional pre-opening or post-opening assistance is required, or if we determine that it is necessary for us to provide additional assistance to you to keep the system competitive or correct any deficiencies in your business. Our current rate for additional assistance is \$500 per day, per representative, plus the cost of travel, lodging and meals if assistance cannot be provided remotely, but we reserve the right to adjust that rate periodically in our Operations Manual.

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

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

(14) If you transfer the franchise before you open the center, the fee will be \$15,000. If you transfer the franchise after you open, the transfer fee is \$7,500.

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

(16) We recommend that you participate in our Always On Marketing Program in which we will create, purchase and place local digital advertising on your behalf to promote your Anytime Fitness center in your local market for a monthly fee. The current monthly fees for this optional program are the actual costs of purchasing media (subject to a minimum of \$350 per month), plus an administrative fee of 20%, plus an initial set-up fee, currently, \$300, and it requires an initial three-month commitment. After the initial three-month commitment, you may cancel your participation in the Always On Marketing Program with 30 days' notice to us.

(17) After the Grand Opening and Ramp Up Plan, you must spend a minimum required amount each month on approved local advertising. You must spend a minimum of \$600 per month on local advertising if your Anytime Fitness center is located within a Tier 3 market. You must spend \$800 per month on local advertising if your Anytime Fitness center is located within a Tier 2 market. You must spend \$1,000 per month on local advertising if your Anytime Fitness center is located within a Tier 1 market. You are not required pay these amounts to us but if you fail to spend these amounts, we may require you to participate in our Always On Marketing Program and spend the difference between what you should have spent and what you actually spent. If you participate in our Always On Marketing Program, the amounts you spend with that program count towards this local advertising spend requirement.

For additional information as to your initial investment, see Item 7.

**ITEM 7.
ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE (Note 1)	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	ANYTIME FITNESS	ANYTIME FITNESS EXPRESS			
Initial Franchise/ Development Fee (Note 2)	\$6,375 to \$42,500	\$3,150 to \$25,000	Lump sum	When you sign your franchise agreement	Us
Travel and Living Expenses While Training (Note 3)	\$413 to \$2,750	\$413 to \$2,750	As Incurred	Before and During Training	Vendors (e.g., travel, hotel, restaurants)
Real Estate and Improvements (Note 4)	\$49,319 to \$189,267	\$35,639 to \$125,898	As Incurred	As Incurred	Third Parties
Architect/Design Fees (Note 5)	\$1,275 to \$8,500	\$1,200 to \$8,000	As specified in contract	At the time of design	Architect

TYPE OF EXPENDITURE (Note 1)	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	ANYTIME FITNESS	ANYTIME FITNESS EXPRESS			
Fitness Equipment (Note 6)	\$21,152 to \$141,012	\$19,977 to \$133,181	Lump Sum	Before Issuing Order for the Equipment	Us or Vendors
Technology Solutions (Equipment Package) (Note 6)	\$5,034 to \$34,718	\$3,246 to \$21,638	Lump Sum	Before Issuing Order for the Equipment	Vendors
First Aid Equipment (Note 7)	\$150 to \$1,000	\$150 to \$1,000	As Incurred	As Incurred	Vendors
Interior Signs (Note 8)	\$429 to \$2,857	\$375 to \$2,500	Lump Sum	Before Opening	Us or Vendors
Outside Signs (Note 8)	\$1,050 to \$7,000	\$750 to \$5,000	As Incurred	Before Opening	Us or Vendors
Miscellaneous Opening Costs (Note 9)	\$939 to \$6,263	\$617 to \$4,111	As Incurred	As Incurred	Vendors
Pre-Sale/Grand Opening Advertising (Note 10)	\$2,400 to \$16,000	\$750 to \$5,000	As Incurred	Between 60 Days Before Opening to 60 Days After Opening	Us or Vendors
Insurance (Note 11)	\$413 to \$2,750	\$398 to \$2,650	Lump Sum	Before Opening	Vendors
Supplies and Furniture	\$675 to \$9,000	\$510 to \$6,800	As Incurred	Before Opening	Vendors
Legal and Accounting Expenses	\$450 to \$4,500	\$450 to \$4,500	As Incurred	Before Opening	Vendors
Additional Funds – 3 Months (Note 12)	\$8,356 to \$55,707	\$6,067 to \$40,449	As Incurred	As Incurred	Suppliers, Utilities, etc.
Total (Note 13)	\$98,430 to \$523,824	\$74,290 to \$388,477			

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

Notes:

(1) None of these payments are refundable. These figures are estimates based on our experience in establishing and operating Anytime Fitness centers in the last 3 years and reflect the anticipated initial costs based on a lease for a “vanilla shell” or “as is” space for the operation of a 5,289 square foot Anytime Fitness center. The low end of the ranges provided all assume that you are financing these costs with a loan from the Small Business Administration (“SBA loan”) which generally requires a 15% cash injection from you. You may not qualify for an SBA loan and even if you do, you may be required to make a cash injection that is higher than 15%. Except where noted, the high estimate assumes you will pay cash.

(2) The Initial Franchise Fee is generally \$42,500 for an Anytime Fitness center franchise. The Initial Franchise Fee for an Anytime Fitness Express franchise is generally \$25,000. However, we charge other Initial Franchise Fees in certain specific circumstances. The low end of the range assumes you finance the \$42,500 initial franchise fee with an SBA loan. The high end of the range assumes you pay cash. The Initial Franchise Fee is described in Item 5.

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

(4) Our estimate for initial expenses for real estate and improvements assumes you will lease a “vanilla shell” or “as is” space of 5,289 square feet which, at a minimum, includes rooms that will work as an office, bathrooms, studio space, concrete floors, demised exterior walls, HVAC, roof, and utilities stubbed to the premises sufficient for an Anytime Fitness center. The above estimates anticipate costs equal to \$59 per square foot for the buildout, and assume that you will receive tenant improvement allowances of \$26.38 per square foot from your landlord. Our estimate assumes you must pay only the first month’s rent and a security deposit equal to another month’s rent. All our estimates are based on these assumptions. Our franchise model is based on minimizing overhead expenses, including real estate costs. Costs will vary in relation to the physical size and location of the fitness center. A lower cost center is one that would require fewer leasehold improvements and fewer equipment expenditures. The lower estimates assume the landlord will cover many of the leasehold improvement costs. You may also need to provide a larger security deposit and a personal guaranty of the lease. Moderate and higher cost fitness centers may require extensive interior renovations and additional equipment. The above figures do not include extensive renovations. However, we assumed the general contractor will include permitting fees in the construction costs.

If you are receiving a leasehold improvement allowance from your landlord, the landlord may require you show them that you paid for the leasehold improvements before giving you the money. We have a program that is exercised at our sole discretion and may provide a short-term loan to qualified franchisees when that happens so that you can pay for those improvements, pending receipt of money from your landlord. The maximum amount we will finance for any franchisee is \$150,000. We may not agree to provide you this loan. We require you pay us a 6% origination fee, but we do not charge interest on the loan, unless it is in default. The loan must be repaid at the earlier of (i) when the landlord pays the tenant improvement money, (ii) 90 days after the last cash distribution is made to you under the loan documents, or (iii) 30 days after you open your Anytime Fitness center. See Item 10 for additional details.

As described in Item 8, you may be required to participate in our “Construction Management Services” program offered through our approved vendor to oversee the construction of your Anytime Fitness center. As of the issuance date of this Disclosure Document, we anticipate that the cost of the Construction Management Services will be \$6,500 to \$8,500. At this time, participation in the Construction Management Services program is optional, and the \$8,500 cost is included in the high range estimates.

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

You will be required to retain a designated architectural vendor to create a complete set of detailed Construction Documents, and to obtain any required permits, and conform the premises to local ordinances

or building codes. If you do not use our designated architectural vendor to create the Construction Documents and this is your first Anytime Fitness center, we will charge you a fee of \$2,700 to review the Construction Documents created by another vendor. We do not construct, remodel or decorate your premises. The low estimate assumes standard tenant improvements within a structure, designed for commercial use, and excludes items such as structural modifications, site work, energy studies, surveys and/or exterior improvements. The high estimate takes into account additional code studies, energy calculations and minor exterior building improvements.

(6) The total cost of equipment will vary depending on various factors, including the size of your fitness center and the type of equipment you obtain. Some costs will vary in relation to the physical size of the fitness center and whether you purchase from our recommended sources or from others. The Base Technology fee includes ProVision's ongoing support of the technology purchased through ProVision, technology services, proprietary and club management software, any applicable development updates and release updates, networking equipment and support, door reader technology, security and surveillance system, fitness scanning and/or monitoring equipment, sound system, and email hosting. In addition, the Base Technology Fee includes access to Anytime Health's suite of products.

(7) We require you have an automated external defibrillator. This equipment will generally cost \$1,000.

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

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

(10) If you are a new franchisee in the Anytime Fitness system and you open a new Anytime Fitness center, you will need to spend a minimum of between \$11,000 and \$23,000 (depending on your market Tier) for a Grand Opening and Ramp Up program as described in Items 6 and 11. Some franchisees, particularly people who sign Area Development Agreements to control an entire market, may spend more than \$23,000 per center for grand opening advertising because they believe they will receive a return on that investment. If you operate an Anytime Fitness Express center, there is no minimum amount that you must spend on grand opening advertising, however, we have included up to a \$5,000 grand opening spend as we recommend that you spend at least this much on grand opening activities.

(11) You will need to purchase and maintain in effect at all times during the term of the Franchise Agreement a bond for your business, which you are required to purchase from our designated surety bond vendor to secure your obligations to pre-paid members for membership fees and for pre-paid personal training revenue. Some state laws also require the purchase of a bond. Because the requirements vary by state, and may depend on your net worth, we cannot estimate the amount you will need to obtain a bond, or the assets you may need to collateralize that bond. We have negotiated a base rate of \$250 per year for bonds through our designated vendor, however your actual cost may vary based on your individual circumstances. Further, you will need to purchase and maintain in effect at all times during the term of the Franchise Agreement a policy or policies of insurance, naming us and our affiliates as additional insureds on the face of each policy. You must have and maintain general liability insurance with complete operations coverage, broad form contractual liability coverage, property damage all with current minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence, \$3,000,000 in the aggregate, and other insurance in the types and amounts as we may require or as required by law. The insurance policy must be written by a carrier who has a minimum rating acceptable to us. Our insurance estimate assumes that you will personally operate your Anytime Fitness center and have no employees. Therefore, the estimates do not include premiums for worker's compensation insurance, employer's liability insurance or automobile liability insurance. Your insurance costs may be substantially higher if you have to buy employer's liability insurance, automobile liability insurance, or any other insurance required by your landlord. Before you

make a decision to purchase the franchise, you should confirm that insurance is available for a fitness center of the type you intend to operate, given that you will not staff the premises all of the time.

(12) These figures estimate your initial startup expenses during the initial 3 months. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. We recommend that you have additional funds available to you to fund your business. Your costs will depend on factors such as: how the business is staffed, your sales and management skills, experience and business acumen; local economic conditions; the local market for your services; competition; and the ability to obtain favorable real estate and equipment rates. These costs include payroll expenses for a full-time personal trainer and two full-time employees. These costs do not include any owners' draw amounts.

(13) These figures are estimates based on our experience in establishing and operating Anytime Fitness centers last year. Your actual expenses of establishing and operating this business could vary significantly from these estimates. It is possible to significantly exceed costs in any of the areas above. Some states have laws that require staffing or operational requirements that will significantly increase the amounts you will have to spend to open and operate your Anytime Fitness center. If your state requires you to have someone on the premises full-time or additional equipment on the premises, these costs may increase by \$5,000 or more a month. You should review these figures carefully with a business and a legal advisor before making any decision to purchase the franchise. Except as specifically stated, we do not offer financing for any part of the initial investment. The availability and terms of financing will depend on factors like the availability of financing generally, your credit worthiness, your relationship with local banks, your experience in the fitness industry, and any additional collateral you may offer to a lender to secure the loan. Our estimates do not include any finance charges, interest or debt service obligations.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

All equipment, furnishings, fixtures, signs, uniforms, billing and processing services, software, software support and security monitoring services, insurance and supplies you purchase for use in your business must meet our specifications. Those specifications may include minimum standards for delivery, performance, design, appearance, and quality. We will issue the specifications to you before you begin operating. We may include these specifications in the Operations Manual that we provide on-line to you, or we may issue them separately. We have brand specifications relating to the format and content of local advertising. We require you to comply with those specifications, and require that you obtain our prior approval with respect to the use of any advertising materials you prepare. You may not create any websites or landing pages using our Marks which refers or relates to your Anytime Fitness center.

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

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

We may require you to purchase certain furniture, equipment, inventory, supplies, services and other products used or offered at your business from vendors we approve, in which case we will provide you with a list of approved suppliers. These will include mandatory vendors (persons from whom you must purchase certain items or services), designated vendors (for items or services that must be purchased from vendors

we approve), and preferred vendors (for vendors we have approved, but in categories where we do not require you obtain our approval of the vendor). These suppliers may pay vendor rebates to us and they may include our company and affiliates of ours.

We currently have 4 mandatory vendors:

1. To keep the integrity of the reciprocity system that is integral to the Anytime Fitness system and the benefits we provide to our members, you must obtain all billing and payment processing services from a mandatory vendor. This vendor is not an affiliate of ours, but we receive rebates from that vendor.
2. You must purchase the Technology System from our affiliate, ProVision.
3. Anytime Health offers products and services offered through a digital health and wellness platform currently built into a mobile application in which each of your members will be enrolled. See Item 6. You are not required to purchase any other items from Anytime Health.
4. You must purchase from us, or our vendor, any branded marketing materials we prepare for use in Anytime Fitness centers.

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

We are currently the only designated vendor of the Training Suite, which is further described in Item 11. As of the issuance date of this Disclosure Document, the Training Suite is a required element of our system that you are required to implement, unless you operate an Anytime Fitness Express center in which case it is currently optional.

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

We have a designated architectural vendor who provides the Construction Documents. If you choose to use a vendor other than our designated architectural vendor for the creation of your Construction documents and this is your first Anytime Fitness center, you will pay us \$2,700 to review your Construction Documents. The Construction Documents supplied by the alternate service provider must provide the same level of information and detail as the prototypical Construction Documents created by our designated architectural vendor and use the same format, style and structure. The service provider will be responsible for distribution and coordination of documents to all designated vendors that utilize the Construction Documents as part of the development process. If this is your first Anytime Fitness center, we may require you to obtain your Construction Documents from our designated architectural vendor.

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

We offer construction management services through an approved third-party vendor to assist franchisees with the build-out of Anytime Fitness centers (“Construction Management Services”). Construction Management Services generally include consulting services regarding construction-related lease requirements, construction estimates, general contractor bidding and selection (you select the general contractor), the exterior sign review and approval process, utilities set up, obtaining building permits, site conditions and work progress, FF&E operation, maintenance and trouble-shooting; providing a punch list of open issues; construction warranty work; and obtaining occupancy approval. As of the issuance date of this Disclosure Document, the Construction Management Services are optional, however we may transition the Construction Management Services to a mandatory program. If this occurs, we anticipate that the cost of the program will be \$6,500 to \$8,500. You will be required to pay for and use the Construction Management Services if you have not signed a franchise agreement with us or have not commenced the construction of your Anytime Fitness center by the time we implement the program. You must pay our approved vendor for the Construction Management Services when you sign its Project/Construction Management Services Agreement. This payment is not refundable. While our vendor provides consulting services in these various areas if you sign its Project/Construction Management Services Agreement, you alone are responsible for all fees, costs, and expenses associated with your Anytime Fitness center’s build-out, including plans and specifications, permits, licenses, construction and materials, FF&E, installation and insurance.

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

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

We also have one affiliate that offers optional services to you.

Healthy Contributions is a company that assists in the transfer, processing and distribution of funds and data for various fitness incentive programs and receives a fee for these services. In the future its services may expand to include the development and implementation of an online portal to offer, track and manage fitness membership programs. You do not have to use their services, but they may have exclusive arrangements with some companies that offer these incentive programs to your members.

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

In reviewing prospective suppliers, we consider whether the product or service is consistent with our concept and brand; how they and/or their products or services would enhance our brand and make it more attractive to members or franchisees; how the product or service would improve the workout experience of a member; how the product or service would increase revenue of a franchisee’s club; how the product or service would increase the efficiency of a franchisee; if the product or service is already available through

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

We receive and retain rebates from many of our designated and preferred vendors. Those rebates are typically 5% or more of the purchases you make from the vendor, but in the case of certain fitness equipment, they can increase to as much as 12% or more based on sales volume increases. There are also some vendors who pay us fixed rebates on supplies and services.

During our fiscal year ended December 31, 2019, we received \$15,554 from the direct sale of goods and services to our franchisees, or 0.018% of our total revenues of \$88,073,277. During its fiscal year ended December 31, 2019, ProVizion received \$23,516,390 in revenues from the sale of goods or services to our franchisees (including revenue they received and paid to us), Healthy Contributions received \$4,059,148, and Anytime Health received \$8,103,932 from the sale of goods and services to our franchisees (including fees they collected on Anytime Health’s behalf from their members).

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

None of our officers owns any interest in any of our other suppliers, other than our affiliates (ProVizion, Franchise Financial, Healthy Contributions and Anytime Health).

ITEM 9. FRANCHISEE’S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 7 and 8.A	Not Applicable	Items 7 and 11
b. Pre-opening purchases/leases	Sections 7.A and 9.A	Not Applicable	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Sections 7.A, 7.B and 9.A	Not Applicable	Items 7 and 11
d. Initial and ongoing training	Sections 8 and 9.L	Not Applicable	Item 11
e. Opening	Sections 1.A, 6.A and 7.B	Sections 3.A and 3.B	Items 7, 11 and 12
f. Fees	Sections 2.B.4, 4, 5, 6.B, 6.C, 7.C, 8.C, 8.F, 8.J, 8.K, 9.A, 9.E, 9.F, 9.G, 9.H, 9.Q, 9.V, 11.A., 11.B, 13.B.9, 18.A, and Rider	Sections 2, 6.B, and Rider	Items 5 and 6
g. Compliance with standards and policies/operating manual	Sections 6, 8.D, and 9	Not Applicable	Items 8, 11, 14, and 16

Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
h. Trademarks and proprietary information	Sections 3, 9.E, 9.G, 9.O, and Rider	Not Applicable	Items 13 and 14
i. Restrictions on products/services offered	Sections 9.C and 9.U	Not Applicable	Items 8, 11, and 16
j. Warranty and customer service requirements	Sections 9.C and 9.W	Not Applicable	Not Applicable
k. Territorial development and sales quotas	None	Section 3 and Rider	Item 12
l. Ongoing product/service purchases	Sections 9.E, 9.F, 9.G, 9.Q, and 9.U	Not Applicable	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 2.B.3 and 9.D	Not Applicable	Item 6
n. Insurance	Section 11.A	Not Applicable	Item 7
o. Advertising	Sections 3.D, 6, and 9.G	Not Applicable	Items 6, 7, and 11
p. Indemnification	Section 11	Not Applicable	Item 6
q. Owner's participation/management/staffing	Sections 8.D, 8.F, 9.L	Not Applicable	Items 11 and 15
r. Records and reports	Section 12	Not Applicable	Not Applicable
s. Inspections and audits	Sections 9.R and 12.B	Not Applicable	Not Applicable
t. Transfer	Section 13	Section 7	Item 17
u. Renewal	Section 2.B	Not Applicable	Item 17
v. Post-termination obligations	Sections 16 and 17.B	Section 6	Item 17
w. Non-competition covenants	Sections 9.L, 16.H, and 17	Section 8	Items 15 and 17
x. Dispute resolution	Section 18	Section 8	Item 17
y. Other: guaranty of franchise obligations (Note 1)	Personal Guaranty (which follows the Franchise Agreement)	Personal Guaranty (which follows the Area Development Agreement)	Item 15

Notes:

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

ITEM 10. FINANCING

We do not generally offer, directly or indirectly, any financing to you to help you establish your business, except as set forth at the end of this Item 10. However, we do have arrangements with various third-party equipment lenders who provide financing to our franchisees. We do not participate in any underwriting or lending determinations with respect to any of the financing options made available by any of the lenders listed below. Our current lender relationships, as of the date of this Disclosure Document, are described below:

1. Geneva Capital, LLC (“Geneva”) offers equipment financing of up to \$150,000 for a new location, including, among others, cardio and strength equipment, virtual fitness equipment, security system, tanning equipment, and signage (but excluding your initial franchise fee and working capital), based on credit approvals. Geneva will also offer reinvention financing of up to \$75,000 per location, including tenant improvements and equipment, for owners that have operated their Anytime Fitness business for at least 5 years, based on credit approval. Financing is offered as a

lease that typically requires 1 advance payment of up to 20%. Geneva also collects a security deposit equal to 1 month's lease payment. Lease terms vary from 12 to 60 months. Geneva offers both true tax and capital leases. Fixed equivalent interest rates typically vary from 7.99%, to 11.99% per annum, based on your financial and credit worthiness. Geneva will not require you to pledge any other assets to secure the lease, but you must provide a personal guaranty. The amount of your lease payments will depend on the amount financed, the term of the lease, and the interest rate. You will have the right to purchase the equipment at the end of the lease at fair market value, typically capped at 10% or 20% of the original equipment cost, assuming you have not defaulted under the lease. The ability to prepay your obligations is negotiated on a case by case basis.

Geneva also offers financing up to \$400,000, including construction costs, to members of Club Purple and Club Platinum. Terms are similar to the financing described above.

You will be in default under Geneva's lease documents if you fail to pay amounts owed when due or you breach any other provision of the lease documents. If you commit a payment default, you must pay a late charge of 15% of the payment which is late or \$25.00, whichever is greater or, if less, the maximum charge allowed by law. Regardless of the type of default, Geneva may retain your security deposit, elect not to renew any or all time-out controls programmed within the equipment, terminate or accelerate the lease and require that you pay the remaining balance of the lease (discounted at 3% per annum), and any purchase option due, and/or return the equipment to Geneva. Geneva may recover interest on the unpaid balance at the rate of 18% per annum or, if less, the highest rate permitted by law. It may also exercise any remedies available to it under the Minnesota Uniform Commercial Code or the law of its assignee's principal place of business. It may also file criminal charges against you and prosecute you to the fullest extent of the law if any information supplied by you on your credit application or during the credit process is found to have been falsified or misrepresented. You must also pay Geneva's reasonable attorneys' fees and actual court costs. If Geneva has to take possession of the equipment, you must pay the cost of repossession including damage to the equipment or real property as a result of repossession.

Under the personal guaranty, which is contained in Geneva's equipment lease agreement, you waive all notices. If you default under the lease agreement, Geneva may obtain and use consumer credit reports to determine acceptable means of remedies, and you waive any right or claim you may otherwise have under the Fair Credit Reporting Act (Equipment Lease Agreement – Section 12). Because the lease is a noncancelable net lease you are not entitled to any reduction of rent or any setoff for any reason, nor will the lease terminate or will your obligations be affected by any defect in, damage to or loss of possession or use of any of the equipment (Equipment Lease Agreement – Section 2). You waive any and all rights or remedies not in the lease (Equipment Lease Agreement – Section 14) and you and your guarantors, consent to personal jurisdiction in the state that Geneva or its assignee, as applicable, has its principal place of business and you and your guarantors waive trial by jury. If Geneva transfers the lease the transferee will not have to perform any of Geneva's obligations and the rights of the transferee will not be subject to any claims you have against Geneva (Equipment Lease Agreement – Section 11). A copy of the current Geneva lease documents as of the date of this Disclosure Document is attached as Exhibit J-1.

We have signed a separate agreement with Geneva, under which we agreed to assume certain obligations if you default under your lease, including an obligation to assist Geneva in remarketing your equipment. Under that agreement, we also agreed to establish a pool to compensate Geneva for certain of the losses it incurs, and to guaranty payment of certain of those losses. This agreement also provides that Geneva is to pay 1.5% of the lease amount to us as a referral fee and 1.5% of the lease amount is added to the guaranty pool. There is no direct affiliation between Geneva Capital and Anytime Fitness.

2. Baycap, LLC (“Baycap”) offers equipment financing of up to \$500,000 of your equipment costs, including fitness, outdoor signage, tanning, and security system. They offer both a finance agreement, where you own the equipment, and equipment leases, where you have the right to purchase the equipment at the end of the term for fair market value. The terms of the agreements vary from 24 to 48 months. Interest rates vary from 10% to 20% per annum. Baycap will evaluate your credit, your net worth, your adjusted gross income, and the equipment you are purchasing to determine the exact term, rate and down payment. You must personally guarantee the financing, and pledge the equipment you purchase. Baycap does not require you to pledge any other collateral. There is a one-time \$495 processing fee for each type of financing.

For the equipment loan, you will sign an Equipment Finance Agreement. You must pay a down payment of 10%-20% of the cost of the equipment. If you fail to make your payments, or break any of your other promises in the Finance Agreement, you will be in default. Baycap will have the right to take the equipment, sell it, and hold you responsible for any deficiency. They can sue you in California, and if they win, you must pay their court costs and attorneys’ fees. You also waive your right to a jury trial.

If you lease the equipment from Baycap, you will sign an Equipment Lease Agreement. You must pay a security deposit of 10% to 20% of the total cost of the equipment, which will be refunded to you when you return your equipment or purchase the equipment. At the end of the term, you must either return the equipment, or purchase it based on its fair market value, which will be agreed upon between you and Baycap at the beginning of the lease term. If you fail to make your payments, or break any of your other promises in the Lease Agreement, Baycap can terminate the lease. If they terminate the Lease Agreement, they can retain your security deposit and any other monies they have collected and require that you pay all the remaining payments, discounted at 4% per annum, return the equipment, and pay the price specified on the Lease Agreement as the fair market value (or if none is listed, then 20% of the original equipment cost). They can recover interest on any unpaid balance at 8% per annum. They can sue you in California, and if they win, you must pay their costs and attorneys’ fees. You also waive your right to a jury trial. Copies of the current Baycap finance documents as of the date of this Disclosure Document are attached as Exhibits J-2-1 and J-2-2.

We have a separate agreement with Baycap which requires that we are paid 2% of the lease amount as a referral fee. There is no direct affiliation between Baycap and Anytime Fitness.

3. Guidant Financial offers a program that allows you to use your retirement funds to buy your business without incurring tax penalties or getting a loan. Known as 401(k) business financing (or formally Rollovers for Business Start-ups), Guidant charges a fee of \$4,995 for this service, which includes filing your business entity, designing a company 401(k) plan, helping you roll all (or a portion of) your existing retirement funds from your current custodian account to the new 401(k), and providing you with 2 consultations with a tax attorney to review the transaction. In addition, they provide ongoing, annual administration to your 401(k) plan for \$139 per month. The form of agreement you would sign with them is attached as Exhibit J-3. Guidant can also help you secure an SBA loan for your business. A consulting fee of \$2,500 applies, however, this does come with a fully refundable guarantee should Guidant not be able to secure you funding. You may also use 401(k) business financing as the down payment for your SBA loan through Guidant.

Guidant further offers unsecured financing. This program allows you to secure up to \$125,000 in capital pending credit score and debt utilization. Minimum credit score of 680 is required. There is 9% fee of whatever amount you draw against for this service.

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

Guidant also offers Portfolio Loans. This is a way to leverage your non-retirement stocks, bonds and mutual funds up to 80% of their value. Portfolio must be worth at least \$85,000. No minimum credit score required. The fee associated with this program is 2% to 3% of the value of the collateral. Start-up locations can also elect to defer payments for up to 2 years.

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

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

You have the right to prepay all or a portion of your obligations to RVN at any time. You will be in default under the loan documents if you fail to pay amounts owed when due. And your default continues for 10 days, or if you violate any other provision of the loan documents and do not cure your default within 10 days after notice. You will also be in default if you make any false or misleading representation in the loan documents, if your financial statements or other objectively verifiable information shows a material adverse change in your financial condition, or if your billing agreement with ABC is terminated (Section 7 – Loan Agreement). If you commit a payment default, you must pay a late charge of 10% of the overdue amount (not less than \$50 or more than \$250 per instance). You also will pay interest on any overdue amount equal to the lesser of 17% or the maximum rate of interest allowed by law. If you default, RVN may accelerate the balance of payments, offset any amounts from amounts due from ABC to you, or foreclose on the collateral you pledge. It may also exercise any remedies available to it by law. You also must pay all costs incurred by RVN if you default, including legal fees. Under the personal guaranty contained in RVN’s loan documents, you waive all notices, your right to a jury trial, certain defenses, and rights to require RVN to exhaust other remedies in the event of your default. RVN may assign the

agreements or sell the loan to other entities or persons without your consent (Section 9 – Secured Loan Agreement). Any litigation concerning the loan documents will generally be venued in Arkansas. A copy of the RVN loan documents as of the date of this Disclosure Document is attached as Exhibit J-4.

5. Wells Fargo SBA Lending, a division of Wells Fargo Bank, N.A., offers United States Small Business Administration (“SBA”)-backed financing programs for new start-up franchises including tenant improvements, equipment, fixtures, working capital, the initial franchisee fee, and other start-up costs. Wells Fargo SBA Lending also offers financing programs for the expansion of locations, the acquisition of new locations, and the reinvention of existing locations. Financing is offered in the form of a promissory note. You will also have to pledge a first security interest in all the assets of your business. You may also have to give the lender a lien on your personal residence. You will be required to insure the collateral. You will also be required to personally and unconditionally guaranty the loan. The SBA may impose other collateral, guaranty and additional requirements for SBA-guaranteed loans which will be disclosed to and discussed with you by Wells Fargo SBA Lending.

If this is financing for an expansion or reinvention, you must have an equity investment of at least 10% of the project amount. If it is for a new fitness center, or one you acquire, you will need an equity investment of at least 15% of the project amount. The actual equity required will vary, depending on a number of factors, including your credit. Wells Fargo SBA Lending offers variable or fixed rates for terms of up to 10 years with no prepayment penalty. The interest rates will depend on your credit and current market rates, but for fixed rates, the current maximum rate as of the date of this Disclosure Document is 8.72% per annum, and the current maximum rate for a variable rate loan is 6.50% per annum. The maximum amount they will loan to you (assuming you do not own the real estate for the fitness center) is \$550,000 per location. Your monthly payment amount will depend on the amount financed, the term of the loan, and the interest rate. All financing is subject to credit approval and determination of SBA eligibility by Wells Fargo SBA Lending.

You will be in default under your promissory note and the personal unconditional guaranty if you fail to make a payment when due, you fail to preserve the collateral, or if you fail to do anything required by the promissory note, personal unconditional guaranty, or other loan documents. If you default, Wells Fargo SBA Lending may require the immediate payment of all amounts remaining under the note, obtain a judgment against you, take possession of the collateral, and sell, lease, or otherwise dispose of the collateral. You will waive all notices under the note and personal unconditional guaranty. You will also pay all costs and expenses incurred by Wells Fargo SBA Lending to collect any amounts owed, including attorneys’ fees. The promissory note may include a confession of judgment that allows Wells Fargo SBA Lending to enter judgment against you in any court without notice and without the filing of a lawsuit against you. In states that do not permit confession of judgment clauses in promissory notes, Wells Fargo SBA Lending will have the right to initiate an arbitration action against you. The loan documents will typically be governed by the laws of Minnesota, except that any real estate documents will be governed by the laws of the state where the real estate is located. When the SBA is the holder of the Note, the Note will be interpreted and enforced under federal laws, including SBA regulations. Wells Fargo SBA Lending or the SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. A copy of the current Wells Fargo SBA Lending loan documents as of the date of this Disclosure Document is attached as Exhibit J-5.

6. Hitachi Capital America Corp

Hitachi Capital America Corp ("HCAC") offers equipment financing of up to \$600,000 for a new location, including, among others, cardio and strength equipment, virtual fitness equipment, security system, tanning equipment, mirrors, audio visual, cubbies, flooring, and signage. Tenant Improvements can also be included in the amount equal to the cost of the equipment. (Excluded items include franchise fee, professional fees, advertising, and working capital). HCAC will also offer Reinvention financing of up to \$250,000 per location, including tenant improvements and all equipment required to update your facility to the then requirements specified by Anytime Fitness. All financing requests are subject to credit review and approval based on financial strength and credit worthiness of the Franchisee.

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

You will be in default under HCAC's agreements if you fail to pay amounts owed when due, or you breach any other provisions of the agreements. If payment is not paid when due HCAC may impose a late fee equal to the greater of \$25.00 or 5% of the amount then due, but no more than the highest late charge permitted by law.

A copy of the current HCAC documents as of the date of this Disclosure Document is attached as Exhibit J-6

We have a separate agreement with HCAC under which we agree to assist remarketing of equipment for any equipment financing that are in default. There are no referral fees paid to Anytime Fitness or any of its affiliates by HCAC.

We also have a direct bridge financing program that we offer, at our discretion, to qualifying franchisees to help finance tenant improvements.

We occasionally offer a bridge financing program to certain new franchisees to pay a part of the tenant improvement costs that will ultimately be expected to be reimbursed by the landlord. You may not be offered such financing. The maximum amount of this loan is \$150,000. You must pay us a 6% origination fee at the time you sign the loan agreement, but you do not have to pay any interest on the loan unless you fail to repay it when it is due (and then it accrues interest at 12% per annum). The loan is due at the earlier of 90 days after the last cash distribution is made to under the loan documents, or 30 days after you open your Anytime Fitness center. You can prepay the loan at any time, without penalty, and you must pay any proceeds you receive from your landlord against this loan. As a condition to our making the loan, we have the right to choose or approve your contractor, and you must escrow an amount equal to 10% of your contractor's construction bid. You also must sign a Lease Rider, which among other provisions, requires that the landlord

pay any tenant improvement monies it owes you directly to us to offset your loan obligation. (Any excess will be paid to you.) You must sign a promissory note (and if you are an entity, all your owners must sign the note) and give us a security interest in the assets of your Anytime Fitness center. The note provides that if you default, we can accelerate the balance. The note also provides we can direct your payment processor to make these payments directly to us on your behalf, from remits owed to you from the processor. You are also liable for attorneys' fees if you default. In addition, the Franchise Agreement has a cross default clause that applies if you fail to pay any obligations you owe to us, and therefore, if you fail to pay this note, we can terminate your Franchise Agreement. The note also contains waivers from all defenses except for payment. We do not require you to pledge any other assets to secure the loan, but you must provide a personal guaranty. A copy of the loan agreement, promissory note, personal guaranty, security agreement and Lease Rider to be signed for this financing is attached as Exhibit J-7.

We do not guarantee any note, lease or other obligation you incur. We and our affiliates have the right to sell, assign or discount to a third party all or part of any amounts you may owe to us or our affiliates.

ITEM 11.

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

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

Before you open your franchised business, we will:

- 1) Designate your territory (Franchise Agreement – Section 1.C/Rider).
- 2) Provide you with consulting services to assist you in determining the evaluation criteria for selecting the site location for your business (Franchise Agreement – Section 8.A).
- 3) Through our real estate department, we will assist you in identifying sites for your Anytime Fitness center .
- 4) Provide you on-line access to our operations manual that contains mandatory and suggested specifications, standards and procedures (the “Operations Manual”). The Operations Manual consists of one or more manuals, technical bulletins or other written materials available electronically and may be modified by us periodically in our discretion. The Operations Manual may be made available to you electronically , and currently contains approximately 48 pages. A copy of the Table of Contents of the Operations Manual is attached to this Disclosure Document as Exhibit B.
- 5) Provide you with our mandatory specifications for construction of an Anytime Fitness center and, based on information you provide to us about your proposed location, including as-built drawings, surveys, technical data, construction documents and site plans, and create a specific club layout/design for your business (a “Compliance Drawing”) (Franchise Agreement – Section 9). See Items 5 and 8 for additional information.
- 6) Provide, at our expense, an initial training program to educate and acquaint your management team with the business of operating an Anytime Fitness center (Franchise Agreement – Section 8.B). We will provide a training program held over the course of 2 weeks that will generally last 10 business days, although we reserve the right to conduct some or all of this training online, by webinar or in another virtual format. If we do so, that may reduce the number of days of training offered and required. We will not require you to attend each training week consecutively; however

you will be expected to attend the first half (generally 5 days) of the training program within 90 days of signing your Franchise Agreement. You will be expected to attend the second half (generally 5 days) of the training program before opening your Anytime Fitness center. If you purchase an existing Anytime Fitness center, you will be required to attend this initial training program following your execution of the Franchise Agreement in connection with your purchase of the Anytime Fitness center but before you begin operating the center. This may mean that another, experienced manager whom we approve, will need to operate the Anytime Fitness center while you attend this required training.

- 7) Through our affiliate, ProVision, we provide information technology services, technology, and security systems, including computers, iPads, sound systems, club management and access control software, networking, sound and personal training / coaching technology and other related components along with technology and software support, installation services, and security monitoring for your Anytime Fitness center. ProVision will also provide Microsoft Exchange Email hosting (up to 5 email addresses), and virus and malware protection relating to disruption of our access control software (ProVision Agreement, Section 1).

The following represents a summary of our initial training program:

TRAINING PROGRAM

Subject (Note 1)	Hours of Classroom Training	Hours of On-the-Job Training (Note 2)	Location
Brand Values and Philosophy	3	0	Our offices in Minnesota
Brand Strategy & General Marketing	10	0	Our offices in Minnesota
Technology, Software and Security	3	0	Our offices in Minnesota
Member Experience and Customer Service	4	0	Our offices in Minnesota
Member Sales	12	0	Our offices in Minnesota
Club Operations	8	0	Our offices in Minnesota
Staffing and Hiring	6	0	Our offices in Minnesota
One-On-Ones	6	0	Our offices in Minnesota
Financial Acumen	2	0	Our offices in Minnesota
Construction & Design	3	0	Our offices in Minnesota
Vendor Networking	4	0	Our offices in Minnesota
Total	61 (Note 3)	0	

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

(2) While at this time, all of the initial training program will be classroom training, you will have an option to receive additional on-site, field training in one of our clubs for up to 2 days and we may conduct some or all of this training online, by webinar or in another virtual format. At our discretion, we may require you to receive on-site, field training in one of our clubs for up to 2 days in addition to attending the initial training program. We also offer, but do not currently require, an additional 2 hours of online pre-work for sales training. We may make this online pre-work required in the future. You will be responsible for any travel and lodging costs associated with receiving this additional on-site, field training.

(3) At the end of the training program, a number of our vendors will be available to present information to you concerning the products and services they offer.

We will use our Operations Manual, and other handouts and instructional materials for this training. We offer this training approximately once a month. Our Director of Learning and Development, Jessica Crooker, and our Learning and Development Program Specialist, Amy Schneider, oversee this portion of the training program. Ms. Crooker has 14 years of combined experience as a high school teacher, instructional coach, and university adjunct instructor. She has worked as an educational consultant for us since 2011 and joined us as our Director of Learning and Development in July 2013. Ms. Schneider has 8 years of combined experience in operations, marketing and training. She joined the Anytime Fitness Learning and Development Team in 2016. Other members of our corporate staff conduct training in topic areas which are related to their job roles and responsibilities and in which they have at least one year of experience. We may delegate our duties and share our training responsibilities.

The Principal Operator of your business must attend and complete this training to our satisfaction before you open your Anytime Fitness center. In addition, if your Principal Operator is not also a Principal Owner, then a Principal Owner of your business must also attend and complete this training to our satisfaction before you open your Anytime Fitness center. This training is held approximately monthly. There is no charge to you for this training. We may also allow you to send an additional person to the second half of training, at no additional charge, if you provide us at least 10 days' notice before the scheduled start of the training and provide us a copy of a confidentiality agreement they have signed that is satisfactory to us. The period of the training program will be at our discretion, but generally will be for 10 days, in 2 blocks of 5 days. You do not have to attend the two blocks of training consecutively. You will be responsible for travel costs, room and board, and the salaries, fringe benefits, and other expenses you and your employees incur in attending the training program.

During the operation of your business, we will:

- 1) Make available additional training that we feel is necessary to familiarize you and your management team on changes and updates in the franchise system (Franchise Agreement – Section 8.E).
- 2) Establish and maintain an Internet website or Home Page (Franchise Agreement – Section 9.H).
- 3) Provide templates to you for your web page (Franchise Agreement – Section 9.H).
- 4) Arrange a mystery shopping service to shop your Anytime Fitness center (Franchise Agreement – Section 9.I).
- 5) Maintain and administer the Anytime Fitness General Advertising and Marketing Fund (Franchise Agreement – Section 6.B).
- 6) Assist you in reselling your business. If you want to sell your business, we have a re-sale program offered through our Franchise Asset Sales Team (FAST). We currently maintain a re-sale assistance program that creates an Offering Profile of your club, which we distribute to franchisees in the region and other targeted groups. We link this profile with several business listing websites and will provide to you our document library with forms you can use in the sale of your business. The program also offers workshops and personal assistance in listing and selling your business. You do pay us an extra fee if you want this service (see Item 6). (Re-Sale Assistance Agreement – Exhibit O).

During the time you operate your business, you are required to attend additional training, which may be offered in person, by webinar, online, or in another virtual format, in order to stay current on the policies,

procedures, and techniques of operating an Anytime Fitness center. These programs are intended to maximize the profitability of your business. Each calendar year, a Principal Owner of your business must attend at least one training program we offer at our corporate office or in any region. The following training opportunities are currently available:

Vitals Training: The Vitals program typically includes 6 hours of training in business leadership and operations – attendees choose 1 of these 2 sessions to attend. In addition, Vitals includes 6 hours of training in 2 or more of the following areas: marketing, prospecting, customer service, system-wide initiatives, and general business practice coaching. We offer this program approximately 8 to 10 times each year, in various regions at a hotel or at our corporate offices in Woodbury, Minnesota. Some or all of these programs, or their components, may be presented online or in another virtual format. The same people who provide the initial training, and are responsible for the initial training, will provide and be responsible for this training. We do not charge you for this training, but you are responsible for travel costs, room and board, and the salaries, fringe benefits, and other expenses you and your employees incur in attending these programs. We reserve the right to charge for this training in the future. The materials we use for this training are developed annually from a variety of sources.

Training Suite Training: The Training Suite Training is included as part of the initial training program. Attendance is required by at least one of your Principal Owners, before you can implement the Training Suite at your Anytime Fitness center. If you are an existing franchisee that will now elect to offer the Training Suite in your existing Anytime Fitness center(s), and you have not already successfully completed this training program, you must pay an additional fee for you to attend to attend the Training Suite Training, currently \$250. You may also send additional individuals to participate in the initial training program for \$250 per person. You are responsible for travel costs, room and board, and the salaries, fringe benefits, and other expenses you and your employees incur. Alternatively, subject to availability of corporate trainers, you may choose to complete the Training Suite Training in the field at your Anytime Fitness center or the location of a participating owner. In this instance, training is a two-day customized, interactive program provided by two corporate staff. The fee for this field training ranges from \$6,000 to \$10,500 depending on how many franchisees are participating. Training is provided for up to a total of 21 attendees and includes pre-visit communication and post-visit follow-up for each owner. Attendees must be employees of the participating owner(s). Travel costs, room and board for corporate staff are included in the fee. In the event you cancel a scheduled on-site Training Suite Training, then you must pay our then-current on-site training cancellation fee. The current on-site training cancellation fee is as follows: (i) there is no cancellation fee for the On-Site Training Suite Training if you cancel it 30+ days before the scheduled training; and (ii) there is a 100% cancellation fee if you cancel it less than 30 days before scheduled training.

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

On-Site Relaunch Training: If you are a new franchisee purchasing an existing club then we will send a representative or designee out to the purchased club for three days of on-site training in club operations. This training will also include pre- and post-visit coaching communications and will be scheduled to occur within 180 calendar days after the closing on your purchase of the existing club. The fee for this on-site training is \$4,000. Travel costs, room and board for corporate staff are included in the fee. If you cancel a

scheduled on-site relaunch training program, then you must pay our then-current on-site training cancellation fee. The current on-site training cancellation fee is as follows: (i) there is no cancellation fee for the on-site relaunch training if you cancel at least 30 days before the scheduled training, and (ii) there is a 100% cancellation fee if you cancel it less than 30 days before the scheduled training. You must provide certain documents related to the club performance at least 14 days in advance of the on-site Relaunch training visit. If you fail to provide the requested documents at least 14 days in advance you must re-book the Relaunch training and pay us a \$1,500 re-booking fee in addition to the fee you paid for the training.

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

Although we do not have any obligation to provide any other training or services to you, we generally hold a conference every other year, with the next conference anticipated to take place in 2020. The conference may be live or a virtual event. We require a Principal Owner of your business to attend our conference. If that person does not attend the conference, you will be billed for the “early bird” Conference Fee following the conference. If applicable, you must also pay your own travel and hotel expenses to attend the conference.

Each calendar year, your business must obtain at least 1,200 continuing engagement credits within our system. The credits are not tied to hours, but to specific events or participation you have in our system, as described in the Operations Manual.

There are no additional fees for receiving continuing engagement credits, or taking additional training, but you are responsible for any expenses you or your employees incur in completing any activity. We encourage you to earn more than 1,200 credits annually and we will explore options to reward and recognize top performers. However, if you fail to meet the minimum requirements in any year, you must pay us a fee of \$1.00 for each credit deficiency, which we will deposit in the General Advertising and Marketing Fund. The credits required are prorated for any partial year you are open. This fee is due to us on February 1 following any year in which you fail to meet the minimum requirement.

Site Selection and Opening

We will provide you with consulting services to assist you in evaluating and selecting a site for your Anytime Fitness center. It is your obligation to select a site for your business and obtain our approval of that site. While we will assist you, we do not locate or select a site for you, or negotiate the purchase or lease of a site, and we do not own the premises and lease them to you. Before you acquire any site, you must submit to us information and materials we require and obtain our approval to your site. The factors we take into account in approving a site are the visibility of the site, the retail feel of the site, the location of competitors whether the site is easily accessible and similar factors. An Anytime Fitness center should have at least 4,000 square feet of space, but no more than 6,000 square feet. An Anytime Fitness Express center typically requires 3,000 to 4,000 square feet of space, as they are placed in markets having a population of under 7,000 within a radius of 4 miles of the center. If you and we are unable to agree on a site, the opening of your Anytime Fitness center may be delayed.

As described in Items 7 and 8, we offer Construction Management Services for the build-out of your Anytime Fitness center. As of the issuance date of this Disclosure Document, we do not require that you participate in the Construction Management Services program. However, we may transition the Construction Management Services program to a mandatory program. If this occurs, you will be required

to purchase Construction Management Services if you have not already signed a Franchise Agreement with us or have not commenced the construction of your Anytime Fitness center.

You may not initially open your Anytime Fitness center until you have completed all your pre-opening obligations and have obtained our approval to the opening. We expect the typical length of time between the signing of your Franchise Agreement and the opening of your Anytime Fitness center to be between 9 and 12 months. You must open your Anytime Fitness center within 12 months after you sign the Franchise Agreement. If you do not open your Anytime Fitness center within this timeframe, or within any extended timeframe agreed upon by us, the Franchise Agreement will be placed in default and if you do not open within the time provided for cure, we will terminate the Franchise Agreement.

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

General Advertising Requirements

You must comply with our then-current advertising and marketing standards and specifications, as set forth in the Operations Manual or otherwise in writing. You must purchase approved advertising and marketing materials that we may make available through our designated vendor(s) from time to time. You may also develop additional advertising materials for your use at your own cost. Before you begin using those materials, you must submit them to us for our written approval. You may not and you have no right to create a website, social media account (including a group or page on Facebook®, Twitter®, YouTube®, Instagram®, Snapchat® or LinkedIn®) or otherwise have an online presence, advertise on the internet or offer any products on the Internet using our Marks. You are ultimately responsible for ensuring that your advertising complies with all applicable laws before using it. We may revoke your right to use any previously approved advertising materials at any time upon notice to you, and you must immediately cease using such advertising materials.

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

General Advertising Fee

You agree in your Franchise Agreement to pay us a General Advertising Fee for contributions to the Anytime Fitness General Advertising and Marketing Fund, an amount equal to \$600 per month (or \$300 for an Anytime Fitness Express center). We reserve the right to increase the General Advertising and Marketing Fees upon sixty (60) days' written notice to you, provided, however, that the General Advertising and Marketing Fee will not exceed the greater of \$600 per month (\$300 per month for Anytime Fitness

Express Centers) or 2% of Gross Revenue (which may be calculated on a weekly basis). We require all our franchisees to contribute to this fund, but some franchisees have older forms of agreement that only allow us to charge them a fixed amount (\$150 per month). Our company-owned centers currently pay \$600 per month to the fund and this may increase if the amount required to be paid by our franchisees increases.

We account for the contributions to this fund separately from our other revenues, and we do not use them to pay any of our general operating expenses other than our costs of administering the fund, including salaries and overhead in administering the fund. We do not audit the fund. The purpose of the fund is to develop marketing and advertising programs that benefit the Anytime Fitness brand. This means we may use monies in the Fund for any purpose that promotes the system, the Marks or the Anytime Fitness (and Anytime Fitness Express) names, including the creation, production and placement of consumer advertising; agency costs and commissions; costs of preparing and conducting local, regional or national media of our choice, including: television, radio, internet, magazine, direct mail and newspaper, billboard, social media and digital advertising, other forms of out-of-home advertising and direct mail campaigns, and other public relations activities; developing and/or hosting an internet web page or similar activities; administering multi-regional advertising programs, direct mail and other media advertising; in-house staff assistance and related administrative costs; local and regional promotions; public relations campaigns including the cost of retaining public relations firms; market research (including sampling); and other advertising and marketing activities, including participating at trade shows. Advertising may be placed in local, regional or national media of our choice. We do not guarantee that advertising expenditures from the General Advertising and Marketing Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. .

We have an in-house production department, but we also work with a number of national, regional and local agencies. It is our responsibility to determine how these monies are spent. We are not required to use monies in the Fund to benefit any individual market, or on a pro rata or other basis. During 2019, these monies were spent for the following purposes:

Item	Percentage of Total Expenditures
Consumer Insights and Research	6%
Public Relations	5%
Platform Tools (website, maps, listings, etc.)	13%
Creative and Production	5%
Administration	9%
Paid Media	62%

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

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

Advertising Cooperatives

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

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

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

As of December 31, 2019, franchisees in the Milwaukee, WI, Green Bay, WI, Madison, WI, Ottawa, Canada, Phoenix, AZ, and Des Moines, IA areas formed their own local advertising cooperative, and they contribute, at their own expense, additional funds for marketing expenditure. At this time, we do not require any franchisees to contribute to these local cooperative programs. They are organized by our franchisees in these markets. The local franchisees decide who administers the cooperative, whether there are written governing documents for the cooperative, and whether the cooperative must prepare annual or period financial statements to provide to franchisees. At this time, we do not require this cooperative to be formed, changed, dissolved or merged.

Always On Marketing Program

We recommend that you participate in our Always On Marketing Program in which we will create, purchase and place local advertising on your behalf to promote your Anytime Fitness center in your local market for a monthly fee. The current monthly fees for this optional program are the actual costs of media purchases, subject to a minimum of \$350 per month, plus an administrative charge of 20%, plus an initial set up fee, currently, \$300. Additional services are available for additional monthly cost and those costs will vary based on the services and market rates. After the initial three-month commitment, you may cancel your participation in the Always On Marketing Program with 30 days' notice to us. The amounts you spend on the Always On Marketing Program are in addition to the General Advertising and Marketing Fees that you must pay to us.

Local Advertising Spend Requirement

You will be required to invest a minimum of \$600 per month if your center is in a Tier 3 market, \$800 per month if your center is in a Tier 2 market, or \$1,000 per month if your center is in a Tier 1 market, on local advertising, after completion of the Grand Opening and Ramp Up Plan (described below), to promote your Anytime Fitness center. We recommend that you spend more than the required amount. There is no minimum local advertising spend requirement for an Anytime Fitness Express center.

If you fail to spend the minimum required amount, we will require you to participate in our Always On Marketing Program and spend the difference between what you should have spent on Local Advertising

and what you actually spent. In such event, you will be required to pay the Always On Marketing Program initial set up fee if you had not already done so, and aside from paying the difference of what you should have spent on local advertising, you will not be required to pay the Always On Marketing Program’s then-current minimum spend or participate in the Always On Marketing Program for the minimum three-month commitment (unless you have otherwise elected to participate in the Always On Marketing Program). If you participate in the Always On Marketing Program, the fees you pay to us for that program will count towards this monthly minimum spend requirement. We reserve the right to audit your records upon request to determine compliance with this requirement and require you to spend the difference on local advertising for your Studio through our Always On Marketing Program. The amounts you spend on local advertising are in addition to the General Advertising and Marketing Fees that you must pay to us. Local advertising spend is the amounts spent by you for advertising media including but not limited to: television, radio, internet, social media, newspaper, billboard, print media, promotional items, advertising on public vehicles, and, if not provided by us, the costs of producing approved materials necessary to participate in these media. Advertising expenditures do not include items which we, in our reasonable judgement deem inappropriate for meeting the minimum advertising requirement, including but not limited to: permanent on-premises signs, vehicles (even if they display the Marks), personnel salaries or administrative costs, and the value of discounts, free offers, or other incentive programs.

Grand Opening and Ramp Up Program

If you are a new franchisee, you must conduct a grand opening advertising and promotional program (“Grand Opening and Ramp Up Program”) for your center. If you are already an existing franchisee in the Anytime Fitness system, you may choose to participate in the Grand Opening and Ramp Up Program, but your participation is optional. Activities in the program may start as early as 60 days pre-opening and will extend up to 60 days post-opening. The Grand Opening and Ramp Up Program must target prospective members throughout the Protected Territory and meet the standards we establish from time to time. We currently require that you work with one or more vendors designated by us for the required digital marketing component of the Grand Opening and Ramp Up Program.

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

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

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

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

The Grand Opening and Ramp Up Program is designed to help build awareness of your Anytime Fitness center and drive leads and target prospective members in your Territory. The amounts you spend for the Grand Opening Program are in addition to the General Advertising and Marketing Fees you pay to us. Upon request by us, you must provide us with a report itemizing the amounts you spent on the Grand Opening Program. If you fail to spend the minimum required amount, we will require you to participate in our Always On Marketing Program and spend the difference between what you should have spent on Local Advertising and what you actually spent. In such event, you will be required to pay the Always On

Marketing Program initial set up fee if you had not already done so, and aside from paying the difference of what you should have spent on the Grand Opening and Ramp Up Plan, you will not be required to pay the Always On Marketing Program's then-current minimum monthly spend or participate in the Always On Marketing Program for the minimum three-month commitment (unless you have otherwise elected to participate in the Always On Marketing Program).

If you operate an Anytime Fitness Express center, there is no minimum amount that you must spend on grand opening.

Computer Hardware and Software

You will need to purchase the Technology System from ProVision to operate your business. The base Technology System includes sound system, cellular communications, and other equipment needed to implement the Training Suite, the club management and access control software, our accounting system, our security system, fitness scanning and/or monitoring, sound system services, our tailgate entry detection system, and our CCTV system for recording of activities at your center. The cost of the base Technology System is \$23,145 for an Anytime Fitness center and \$17,145 for any Anytime Fitness Express center. As of the issuance date of this Disclosure Document, you may choose to purchase additional equipment from ProVision to enhance the base Technology System package and you may be required to purchase additional equipment if your club is larger than an average club in our system.

Depending on the size of your Anytime Fitness center and any additional equipment to the Technology System package that you purchase, you may also need to purchase certain additional computer hardware, software and related components for your center. The cost for each package does not include the cost of taxes (which we estimate will cost an additional 10% of the package cost) or the cost of shipping or installation, which we estimate will cost an additional approximately 35% of the Technology System package cost.

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

ProVision will license to you our proprietary access control software (the "Club Operating Software"), which is integrated with our billing and payment system, for use on your business computer or iPad. ProVision will also provide the continuing monthly support you need to operate the Club Operating Software. They will also provide Microsoft Exchange Email hosting (including up to 5 @anytimefitness.com email addresses, and auto-push emails). The Base Technology Fee for all these services currently ranges from \$549 to \$799 per center per month, depending upon the number of Anytime Fitness centers you have (not including any Anytime Fitness Express centers). ProVision has also advised us that it intends to provide software updates for the Club Operating Software at no cost to you as part of the monthly support it provides, but it is not obligated to do so, and whether it does so or not is likely to depend on the extent of any upgrades. ProVision does not, however, provide support for any third-party software.

We also require that you use an advanced web-based software designed to manage most of your club operations to supplement the Club Operating Software ("Club Management Software"). This Club Management Software, available through our designated vendor(s) features a follow-up sales system to help you sell memberships for your business, a tool to place sales metrics and goals front and center on your computer or iPad, an email marketing component, the ability to generate multiple reports for auto delivery to you, and personal training management software. Club Management Software is required for

all Anytime Fitness centers and you are currently required to use the Club Management Software or our designated CRM platform to manage automated emails, text messages, and one to one communications to your members and prospective members. You are also currently required to process payments for personal, small and/or large group training through either: 1) your Club Management Software; or 2) our mandated billing processor.

We may require you to upgrade or update your hardware or software at any time during the franchise term. You may be required to pay initial and/or ongoing license, support or service fees associated with such upgrades or updates. There are no limitations on the frequency and costs of hardware and software upgrades or updates. We do not have any contractual obligation to upgrade or update any of your hardware, or software, during the term of the franchise.

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

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

Training Suite

Together with the computer hardware and software requirements described above, we have developed a proprietary "Training Suite" for use in Anytime Fitness centers, which will help you develop and maintain a training program for your Anytime Fitness center. The Training Suite will assist you with implementing a training program that may include personal training, small group training and/or large group training, as well as health coaching. These services may be provided to your members in person or in a virtual format. We will assist you with setting pricing, training your trainers, creating group training sessions, and providing ongoing coaching and personal training programming. We may modify the offerings included as part of the Training Suite at any time. We may require credentialing of your personal trainers and/or health coaches. Health coaches who are employees of ours may provide virtual health coaching to your members for a fee paid to us by members.

As of the issuance date of this Disclosure Document, implementation of the Training Suite in your Anytime Fitness center is required unless your Anytime Fitness center will be designated and operated as an Anytime Fitness Express.

ITEM 12. TERRITORY

When you sign a Franchise Agreement, you will receive the right to operate one Anytime Fitness center. If the site for your center has been identified before you sign the Franchise Agreement, then you must operate the center at that site. If the site becomes unavailable to you for any reason, it is your obligation to select a new location, and to obtain our approval of that location before you acquire the site, and before you obtain any rights in the location. If a site has not been identified, then we may designate an area, and you may locate your Anytime Fitness center at any site we approve within that area, so long as the site you select is not also within a territory of another Anytime Fitness center.

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

If you sign a Development Agreement, we will describe this territory in the Rider to that agreement. The territory will typically be described as a geographic area in which each of your Anytime Fitness centers must be developed. The criteria we use for determining these territories is simply geographic markets in which we believe it may be feasible to develop an Anytime Fitness center. If you are in compliance with the Development Schedule set forth in the Rider, then until your protected territory rights expire, (i) we will not place or license to anyone else the right to place an Anytime Fitness center in your protected territory, except for fitness centers within private establishments where access to these centers is limited to employees of the business, or transient guests of the business who, in either case, would not have reciprocity with any other Anytime Fitness center as a result of their use or membership in this private center, and (ii) we will not operate, or grant franchises or licenses to others to operate, fitness centers under other names in your protected territory except under the circumstances described in clause (i) above or if we do so after we or our affiliates acquire, or merge with, another business that operates or grants franchises to operate fitness centers (or businesses that include fitness centers), or after we are acquired by such a business, in which case we may do so, provided that we do not operate those fitness centers in your territory under the Anytime Fitness name, or license anyone else to use the Anytime Fitness name to operate fitness centers in your territory. However, we do have the right to place Anytime Fitness centers, or grant others the right to do so, outside your protected territory, including centers operated under the Anytime Fitness name, even if they compete for members of your Anytime Fitness center, and even if the territorial boundaries for that franchise overlap with the boundaries for your territory. Your rights in this territory will end at the earlier of (i) the date your Development Agreement expires; (ii) the date you must sign the Franchise Agreement for your last Anytime Fitness center under the terms of the Development Schedule, and (iii) the date the individual protected territory given to you under a franchise agreement for your final Anytime Fitness center is determined. If the protected territory covers more than one city, county or designated market area, the protection for each particular city, county or designated market area will also expire on the date when we determine the protected territory to be given to you under a franchise agreement for your final Anytime Fitness center to be developed in that city, county or designated market area. When your rights in a protected territory have expired under the Development Agreement, you will still have the rights granted to you in any portion of this territory under an individual franchise agreement.

When you sign a Franchise Agreement, we will give you a protected territory and describe it in a Rider to that agreement. We may attach a map to your Franchise Agreement that will identify the territory or we may simply describe an area surrounding your location. To identify your protected territory, we will use mapping and demographic software to draw a circle around your location. The determination of your protected territory is within our sole discretion. The radius of the circle identifying the protected territory may vary, but will be no larger than 3 miles and your protected territory will include a population of no more than 30,000 people for an Anytime Fitness center and will be no larger than 4 miles and your protected

territory will include a population of no more than 7,000 people for an Anytime Fitness Express. You may locate your Anytime Fitness center at any site we approve within that territory, so long as the site you select is not also within the territory of another Anytime Fitness center. Protected territories may overlap, but we will not approve anyone opening an Anytime Fitness center, or relocating an Anytime Fitness center, into a protected territory given to another Anytime Fitness center. (By way of example, one person may have an Anytime Fitness center in the center of City A, with a territory of 2 miles in all directions, while another person has an Anytime Fitness center in the center of City B, located 3 miles away from the site of the first franchisee's Anytime Fitness center, and also with a territory of 2 miles. While the territories overlap, each franchisee's business is located outside the protected territory of the other franchisee, and it cannot be relocated within the other franchisee's protected territory). We do not have the right to unilaterally change your territory, and there are no minimum quotas required; as long as your Franchise Agreement is in effect, you will retain the rights described in this paragraph.

The criteria we use for determining the boundaries of the territory in your Franchise Agreement include density of population, growth trends of population, apparent degree of affluence of population, the density of residential and business entities, traffic generators, driving time, and natural boundaries. During the term of your Franchise Agreement, we will not place or license to anyone else the right to place an Anytime Fitness or Anytime Fitness Express center in your protected territory except for fitness centers within private establishments where access to those centers is limited to employees of the business, or transient guests of the business who, in either case, would not have reciprocity with any other Anytime Fitness center as a result of their use or membership in this private center. We also will not operate, or grant franchises or licenses to others to operate, fitness centers under other names in your protected territory unless we do so after we or our affiliates acquire, or merge with, another business that operates or grants franchises to operate fitness centers, or after we are acquired by such a business, in which case we may do so, provided we do not operate those fitness centers in your territory under the Anytime Fitness and Anytime Fitness Express names, or license anyone else to use the Anytime Fitness or Anytime Fitness Express names to operate fitness centers in your territory (other than a private center of the type described above). However, we do have the right to place Anytime Fitness or Anytime Fitness Express centers, or grant others the right to do so, outside your protected territory, including fitness centers operated under the Anytime Fitness and Anytime Fitness Express names, even if they compete for members with your center, and even if the territorial boundaries for that franchise overlap with the boundaries for your territory.

We may also have situations where we designate a "TBD" (to be determined) territory. If you receive a TBD territory, you have the right to look for a site in any area that has not already been given as a protected territory to another Anytime Fitness center.

If you have signed an Area Development Agreement to develop 3 or more Anytime Fitness centers, after we agree on a site for your first Anytime Fitness center, and before you open that center, it is currently our policy to offer you a right of first refusal upon an area centered on an intersection mutually agreeable to you and to us in which we will agree that if we want to develop another Anytime Fitness center, or license a franchisee to do so, we will give you a right of first refusal to do so, for one year after you sign the Area Development Agreement; provided, however, if we have delivered, from the issuance date of this Disclosure Document to the date we receive and process your right of first refusal request, a franchise agreement to a prospective qualified franchisee for a protected territory located in the area you selected, we will not give you a right of first refusal for that territory. To exercise any right of first refusal you must be in good standing under all existing franchise agreements between you and us, sign our then current franchise agreement, and pay the initial franchise fee for that franchise within 20 days after we send you the franchise agreement for that franchise. If you do not qualify for either of these rights of first refusal, or you do not comply with these requirements, you will not have any rights beyond the protected territories in your franchise agreement(s) and you will not receive any other options, rights of first refusal, or similar rights to additional franchises.

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

We do not restrict the customers you may serve, and you generally may solicit customers outside your territory, including through channels of distribution such as the Internet, telemarketing or other direct marketing sales. However, without our consent (which we may withhold in our sole discretion), you may not solicit businesses or organizations located outside your geographic market for the purpose of soliciting their employees to join your Anytime Fitness center when those employees will not be predominantly using your facility. In addition, all of your advertising must be approved by us in writing before you publish or distribute such marketing materials. We and our affiliates have the right to sell products and services (like apparel, nutritional supplements, and health and fitness related services) to your members and to others in and outside your territory, using the "Anytime Fitness[®]" or "Anytime Fitness Express[®]" name, or using any other name, through any channel of distribution, including the Internet, catalog sales, telemarketing, or other direct marketing, and may do so in your territory without any compensation to you. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

As described in Item 1, we have 2 affiliates that offer franchises under different trademarks and sell goods and services that are similar to those offered by us.

Our affiliate, Basecamp, operates and franchises the operation of studio fitness centers under the trademark "Basecamp[®] Fitness" which offer memberships allowing members to take short, regularly scheduled group training classes designed using High Intensity Interval Training strategies. Basecamp will begin offering Basecamp Fitness franchises for sale in April 2020. Basecamp has the same principal business address as we do and would not maintain physically separate offices or training facilities.

Our affiliate, The Bar Method Franchising, franchises the operation of boutique fitness studios that offer barre-based exercise classes using proprietary and non-proprietary instructional techniques, formats and methods designed to provide fitness training in an attractive atmosphere. The Bar Method Franchising currently offers Bar Method franchises for sale, and our affiliate, TBM, currently operates a Bar Method studio. The Bar Method Franchising has the same principal business address as we do and would not maintain physically separate offices or training facilities.

There may be now, or in the future, Basecamp Fitness and/or Bar Method locations in the same market as current or future Anytime Fitness franchisee territory(ies). If there is a conflict between us and a Basecamp Fitness franchisee and/or Bar Method franchisee or between an Anytime Fitness franchisee and a Basecamp Fitness franchisee and/or a Bar Method franchisee, in either case regarding territory, customers or franchisor support, our management team will attempt to resolve the conflict after taking into account the specific facts of each situation and what is in the best interest of the affected system or systems. However, we do not have a policy, and are not responsible for resolving conflicts between or among a Basecamp Fitness franchisee or Bar Method franchisee, but may develop a policy concerning this issue in the future.

Under the Area Development Agreement, you will have the right to develop, open, and operate multiple Anytime Fitness centers. Each Anytime Fitness center must be developed and opened according to our then-current system standards and other approval requirements. You or your affiliates must sign our then-current form of Franchise Agreement for each Anytime Fitness center you develop and open under the Area Development Agreement, which may contain materially different terms and conditions than the Franchise Agreement attached to this Disclosure Document. We will determine or approve the location of future

Anytime Fitness centers and any protected territories for those Anytime Fitness centers based on our then-current system standards for sites and protected territories. If you fail to open any center by the date in the Development Schedule, we will have the right to terminate the Area Development Agreement, and you are obligated to pay us \$10,000 for each undeveloped center as liquidated damages.

**ITEM 13.
TRADEMARKS**

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

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

Mark	Registration Number	Registration Date
Anytime Fitness	2,814,114	February 10, 2004
Anytime Fitness Express	3,316,351	October 23, 2007
Anytime Fitness (with Running Man logo)	3,302,636	October 2, 2007
GET TO A HEALTHIER PLACE	4,749,189	June 2, 2015

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

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

We will protect and maintain all rights to our marks against encroachment, misuse or unauthorized use and against all challenges to any rights of its use, as we deem appropriate. You must notify us immediately when you learn about an infringement of or challenge to the use of our marks. We will have the right to take the action we think appropriate, including bringing actions against third parties regarding use of any of our marks, but the Franchise Agreement does not require us to take any specific affirmative action. We will control any administrative proceedings or litigation involving our Marks. You must cooperate with us and take all actions as may be desirable in the opinion of our counsel to carry out the defense or prosecution. While we are not required to defend you against a claim based on your use of our marks, we will either do so, or we will reimburse you for your liability as long as you properly use our marks, including against any claims of infringement or unfair competition arising out of your use of the Marks.

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

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

ITEM 14.
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

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

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

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

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

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

**ITEM 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

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

You must staff your standard Anytime Fitness center or Anytime Fitness Express center for a minimum amount of hours per week, and we may require you to offer personal training and/or health coaching services to your members.

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

**ITEM 17.
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or Other Agreements	Summary
a. Length of the franchise term	Section 2.A – Franchise Agreement Sections 3.A and 4 and Rider – Area Development Agreement	Initial term is 6 years, except in California, where the initial term is 10 years. The term depends on the number of franchises to be developed under the Area Development Agreement. It will typically be between 1 and 4 years.
b. Renewal or extension of the term	Section 2.B – Franchise Agreement Area Development Agreement – None	If you are in good standing, you can renew your franchise for an additional 5 year period. You cannot renew the Area Development Agreement.
c. Requirements for you to renew or extend	Section 2.B – Franchise Agreement Area Development Agreement – None	Give written notice; sign new franchise agreement (which may contain materially different terms and conditions than your original Franchise Agreement); update (or move) your location to comply with then current standards; sign general release; pay renewal fee; show that you have the right to remain in possession of the location for the renewal term; your staff completes any required refreshing training. You do not have the right to renew or extend the Area Development Agreement.

Provision	Section in Franchise or Other Agreements	Summary
d. Termination by you	<p>Section 15 – Franchise Agreement</p> <p>Sections 4 and 5 – Area Development Agreement</p>	<p>Subject to state law, if we materially breach the Franchise Agreement and fail to cure the breach within 30 days after notice, you can then terminate the Franchise Agreement by giving us an additional 10 days’ notice.</p> <p>You do not have the right to terminate the Area Development Agreement (subject to state law).</p>
e. Termination by us without cause	<p>Franchise Agreement – None</p> <p>Area Development Agreement – None</p>	<p>Not applicable.</p> <p>Not applicable.</p>
f. Termination by us with cause	<p>Section 14 – Franchise Agreement</p> <p>Section 5 – Area Development Agreement</p>	<p>If you do not open in 12 months (subject to an extension as described in Item 5) or are in default under the Franchise Agreement or any other agreement you have with us or with any of our affiliates.</p> <p>If you are in default under the Area Development Agreement, or you or any of your affiliates are in default under any Franchise Agreement or other agreement you have with us or with any of our affiliates.</p> <p>The Franchise Agreement and the Area Development Agreement contain cross-default provisions.</p>
g. “Cause” defined-curable defaults	<p>Section 14.B – Franchise Agreement and Section 5 – Area Development Agreement</p>	<p>Most defaults are curable and you will have 30 days to cure.</p>
h. “Cause” defined-non-curable defaults	<p>Section 14.A – Franchise Agreement</p> <p>Section 5 – Area Development Agreement.</p>	<p>You are liquidated or dissolved; fail to operate the business for 7 consecutive days, abandon the business, lose the right to do business, or lose the right of possession of the premises where the business is located; unapproved transfers; you or any of your owners engage in fraudulent conduct or is convicted of, or plead guilty or no contest to, certain crimes; 3 notices of material breaches within 12 months; you maintain false books or records or submit any false or misleading application, statement or report to us; you misuse our marks or materially impair the value of, or the goodwill associated with our marks or the franchise system; and other stated non-curable defaults.</p> <p>Similar reasons as for Franchise Agreement, you fail to meet your development obligations in the Development Schedule, or we have delivered to you a notice of termination of a Franchise Agreement in accordance with its terms and conditions.</p>
i. Your obligations on termination/non-renewal	<p>Section 16 – Franchise Agreement</p> <p>Section 6 – Area Development Agreement</p>	<p>Stop operating the business, stop using our names and marks, return information to us, assign to us or cancel certain registrations, listings, telephone numbers, websites and domain names, and pay all amounts you owe us.</p> <p>You lose all remaining rights to develop Anytime Fitness centers. You also pay \$10,000 for each undeveloped franchise as liquidated damages (subject to state law).</p>

Provision	Section in Franchise or Other Agreements	Summary
j. Assignment of contract by us	Section 13.A – Franchise Agreement and Section 7.A – Area Development Agreement	No restriction on our right to assign.
k. “Transfer” by you-defined	Section 13.B – Franchise Agreement and Section 7.B – Area Development Agreement	Includes transfer of contract or business, or transfer of majority control of the Franchise Agreement or of the business.
l. Our approval of transfer by you	Sections 13.B – Franchise Agreement Section 7.B – Area Development Agreement	We have the right to approve all transfers, but will not withhold our consent if all the requirements for the transfer are met. We have the right to approve, but you may not transfer only a portion of your rights.
m. Conditions for our approval of transfer	Sections 13.B – Franchise Agreement Section 7.B – Area Development Agreement	Conditions include: (1) you must be in compliance with the Franchise Agreement and provide us with all information we require regarding the proposed transaction; (2) transferee must meet our requirements and sign a new franchise agreement on our then current form for the remaining term of your agreement. (The new agreement may provide for different fees or territory than in your agreement, but we will not require the transferee to pay us a new initial franchise fee.); (3) you must pay a transfer fee and sign a release (subject to state law); (4) the transferee must agree to perform any maintenance, remodeling and re-equipping of your center that we deem necessary, including any updates to your technology and security equipment; and (5) the transferee’s Principal Operator must successfully complete all required training. You must sign franchise agreements for all remaining centers you are permitted to develop, and you must transfer those agreements to the same person or entity to whom you are transferring the Area Development Agreement.
n. Our right of first refusal to acquire your business	Section 19 – Franchise Agreement	We have the right to match any offer for your business.
o. Our option to purchase your business	Section 16.M – Franchise Agreement	We can purchase from you at book value all or a portion of the assets of your business and take an assignment of your leases, upon the termination or expiration without renewal of your Franchise Agreement.
p. Your death or disability	Section 13.B – Franchise Agreement and Section 7.B – Area Development Agreement	Your heirs can assume your rights, but if they do, they must meet the transfer requirements.
q. Non-competition covenants during the term of the franchise	Section 17.A – Franchise Agreement and Section 8 – Area Development Agreement	No involvement in any fitness center (including as creditor or landlord), wherever located. However, before you open your first Anytime Fitness center, you may be employed in another fitness club if you and your immediate family do not have any ownership interest in the club, the club does not use a keyless entry system, and the club is not open more than 18 hours a day.

Provision	Section in Franchise or Other Agreements	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 17.B – Franchise Agreement and Section 8 – Area Development Agreement	No involvement in any fitness center (including as creditor or landlord) for 2 years in your Protected Territory or within a 10 mile radius of any Anytime Fitness center (except that the 10 mile restriction is limited to 5 miles in metropolitan areas having a population of more than 50,000).
s. Modification of the agreement	Sections 8.G and 20.K – Franchise Agreement Section 8 – Area Development Agreement	No modifications without consent by all parties, but our manuals are subject to change. No modifications without consent of all parties.
t. Integration / merger clause	Section 20.E, K – Franchise Agreement Section 8 – Area Development Agreement	Only the terms of the Franchise Agreement, the Area Development Agreement and other written agreements are binding (subject to applicable state law). Any other promises or representations (other than representations in this Disclosure Document) may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 18.C, D – Franchise Agreement and Section 8 – Area Development Agreement	Except for certain disputes, all disputes must be mediated, and if not settled by mediation, are then subject to arbitration.
v. Choice of forum	Section 18.C, D, F – Franchise Agreement and Section 8 – Area Development Agreement	Subject to state law, mediation will be at a place selected by the mediator. Subject to state law, arbitration will be in Minneapolis, Minnesota. Subject to state law, any litigation must be brought in the United States District Court for the District of Minnesota or the Ramsey County District Court, Minnesota.
w. Choice of law	Section 20.D – Franchise Agreement and Section 8 – Area Development Agreement	Subject to state law, Minnesota law generally applies.

**ITEM 18.
PUBLIC FIGURES**

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

**ITEM 19.
FINANCIAL PERFORMANCE REPRESENTATIONS**

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

This Item 19 is divided into two sections. The first one relates to Anytime Fitness full-size centers, while the second relates to Anytime Fitness Express centers.

Historical Results for Anytime Fitness Centers

Several years ago, we implemented a Training Suite (also referred to as Anytime Fitness Live Programming) “AFLP” or “Training Suite”, and recommended that our Anytime Fitness full size centers implement this program. In March 2019, we made the program mandatory for new and renewing Anytime Fitness full-service centers. As of December 31, 2019, we had 2,332 Anytime Fitness centers in the United States, and 647 of those centers had (i) operated the entire year and (ii) implemented the Training Suite to the point that they had an average of at least \$1,500 per month each month in revenues during the year from the program. The earliest to open of these centers opened in May of 2002 while the last one opened in December of 2018. (297 additional centers had voluntarily implemented the Training Suite but had not done so in a manner so as to produce an average of \$1,500 per month each month in revenues during the year from the program. Since the average personal training revenue from a member participating in this program in 2019 was \$107 per month, we excluded these centers from our calculations as they were not fully implementing the Training Suite. We also excluded 301 centers that opened after January 1, 2019. We did not have any centers that had implemented the program and closed during the year.)

We gathered information provided to us by these centers to compile the information below concerning the revenues from various sources in 2019. Those centers received monthly revenue from 3 primary sources. One source is monthly membership fees from ongoing members. Another source is pay-per-visit fees, which are typically paid by employers or insurance companies who pay a nominal fee on behalf of their employee or insured for each visit. A third source is personal training revenue. The following represents information on regular monthly membership fees, pay-per-visit fees, and personal training fees reported to us by these 647 Anytime Fitness centers. The information has not been audited, and we did not independently verify the information (A fourth source of revenues is one-time enrollment fees for new members, but these fees are not charged by all centers and the fees are not consistent between centers. A fifth source is vending income, which some centers do not have and is, in any event, minimal. Thus, we do not provide information on these additional revenue sources.)

Monthly Membership Fees	
Average	\$ 337,712.81
Median	317,253.66
Lowest Reported	75,301.41
Highest Reported	1,064,833.46

282 of these centers, or 43.6%, reported membership fees above the average, while 365 centers, or 56.4%, reported monthly membership fees below the average.

Pay-Per-Visit Revenues	
Average	\$ 7,124.11
Median	5,055.66
Lowest Reported	0.00
Highest Reported	71,613.58

232 centers, or 35.8%, reported pay-per-visit revenues above the average, and 415 centers, or 64.2%, reported pay-per-visit revenues below the average.

Personal Training Revenue	
Average	\$ 96,279.11
Median	74,919.00
Lowest Reported	8,033.00
Highest Reported	716,895.00

252 centers, or 38.9%, reported personal training revenues above the average, and 386 centers, or 61.1%, reported personal training revenues below the average.

Total Revenue	
Average	\$ 441,116.03
Median	407,522.89
Lowest Reported	110,832.17
Highest Reported	1,404,746.04

276 centers, or 42.7%, reported total revenue above the average, and 371 centers, or 57.3%, reported revenues below the average.

During the 12 months ended December 31, 2019, we operated 14 company-owned Anytime Fitness full-service centers. We used the expense information from those centers, as well as information provided to us by our franchisees concerning their leasing costs, to compile the information below on the expense of operating an Anytime Fitness full-service center. While our company-owned Anytime Fitness centers may not have paid the same fees to us as would be paid by franchisees and instead would have had management expenses that franchisees would not have, we adjusted and normalized the numbers to reflect our current fees, requirements and recommendations, as described in the Comments. We also rounded all numbers to the nearest \$100.

Item	Amount	Comments
Wages and Payroll, excluding personal training expenses	Variable	The typical expense in our company-owned centers was \$46,000 per year. This reflects staffing at 1.5 full time equivalents for managers who were paid \$2,000 per month, plus commissions and limited benefits. With payroll tax, the total cost is \$35,000 per year. This amount assumes the franchisee would also be on the premises and does not include compensation for the franchisee.
Personal Training expense and payroll	Variable, up to 70% of personal training revenue	Compensation for personal trainers employed to provide personal training services to members is typically calculated as a percentage of personal training revenue and is typically between 60% and 70% of that revenue.
Rent and CAM	Variable	Rents vary depending on the size and location of each Anytime Fitness center. The average size of our Anytime Fitness franchised centers was 5,289 square feet, and the average gross rent paid (including CAM) was \$18.99 per square foot per year. For franchisees having a larger or smaller Anytime Fitness center, or paying a different rent, the rent expense would be higher or lower. See Item 7 for more details on variance in Rent and CAM.
Royalties	\$649-699 per month	This is the fee we currently charge to Anytime Fitness centers and varies based on how many centers the franchisee owns. We reserve the right to periodically increase this fee.

Item	Amount	Comments
Training Suite Training Fees	Variable	The monthly Training Suite fees vary as there are discounts for owners with multiple centers. Currently, these fees are: 1-3 centers; \$149 per center 4-9 centers; \$109 per center 10+ center; \$109 for the first nine centers, and \$0 for each additional center. We reserve the right to periodically increase this fee, but we will not increase the fee to more than \$300 per center per month.
Local Advertising	\$600-\$1,000 per month	This amount is our required minimum spend per month for Local Advertising, which varies depending on the market here in which a center is located.
Advertising/Marketing Fund	\$600 per month	This is the current amount we require franchisees to pay, but we have the right to increase this to 2% of Gross Revenues. This is in addition to the amounts spent on Local Advertising.
Healthy Contributions	Variable	This is a fee you will pay if you choose to participate in Healthy Contributions and offer pay-per-visit programs. On average, 30% of members participate in pay-per-visit programs, and the average total fees per center in our company owned centers was \$0.25 for each participating member.
Bad Debt	3.3% of Gross Revenues	The actual amount will vary depending on how many of your members default on their obligations. The amount shown represents the typical experience of our company-owned centers.
Processing/CC Fees	1.5% of Gross Revenues	The actual amount will vary depending on how many customers pay cash, and for those that use their credit card, which credit card they use. The amount shown represents the typical experience of our company-owned centers.
Utilities	Variable	The average at our company-owned centers was \$3.98 per square foot. This amount includes gas, electric, water, cable, Internet and telephone.
Insurance	Variable	The average at our company-owned centers was \$2,750. The actual cost of insurance will vary in each market and with the extent of coverage and deductibles
Proximity Cards	Variable	The current average cost to purchase proximity cards from our affiliate is \$5.67 per proximity card. The actual cost will vary based on the number of members and your attrition rate. The average attrition rate for our company-owned Anytime Fitness centers was 44% during 2019, with enrollment rolling 12 months.
Technology Support	\$549-\$799	This represents the Global Access Fee franchisees pay to us. It ranges based on the number of centers you own.

Item	Amount	Comments
Travel and Training	Variable	We anticipate the average cost to cover initial management training is \$2,750. The cost will vary depending on how you choose to travel to our offices.
Miscellaneous	Variable	Our company-owned centers had typical miscellaneous costs of \$7,000 per year. This includes one-half of our conference fee and one-half of the typical costs incurred to attend our conference (assuming a biannual conference schedule), janitorial service, legal and accounting fees, cell phone, uniforms, licenses, office supplies and similar items. These costs can vary significantly depending on the location of the Anytime Fitness center and the time spent looking for the best possible costs on these items.

We also recommend that franchisees set aside at least \$500 per month to upgrade their Anytime Fitness center between the 5th and 6th year after they begin operating.

The above amounts are intended to provide prospective Anytime Fitness full-size franchisees with information as to expenses they will typically incur in operating an Anytime Fitness full-size center. You could have other expenses. We did not provide any amount for corporate or personal income taxes as these will vary in each state and based on other income the owner of the business may have. We did not include any expense for depreciation, amortization, interest, or the repayment of debt as each owner funds their investment differently.

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

Historical Results for Anytime Fitness Express Centers

We had 148 Anytime Fitness Express centers in operation as of December 31, 2019. 126 of those centers operated for the entire 12 months. The earliest to open of these centers opened in August 2004, while the last one opened in December 2018. Those centers receive monthly revenue from the same sources as our full size Anytime Fitness centers, except that they are not required to offer the Training Suite. The following represents information on regular monthly membership fees and pay-per-visit fees reported to us by these 126 Anytime Fitness Express centers. This information has not been audited and we did not independently verify the information.

Monthly Membership Fees	
Average	\$ 220,369.56
Median	197,945.67
Lowest Reported	53,047.10
Highest Reported	864,141.33

52 of these centers, or 41.3%, reported membership fees exceeding the average, while 74 centers, or 58.7%, reported monthly membership fees less than the average.

Pay-Per-Visit Revenues	
Average	\$ 4,317.70
Median	3,235.47
Lowest Reported	0.00
Highest Reported	29,056.59

45 centers, or 35.7%, reported pay-per-visit revenues more than the average, and 81 centers, or 64.3%, reported pay-per-visit revenues below the average.

Total Revenue	
Average	\$ 224,687.26
Median	202,127.16
Lowest Reported	54,645.15
Highest Reported	881,265.83

51 centers, or 40.5%, reported total revenue above the average, and 75 centers, or 59.5%, reported revenues below the average.

During the 12 months ended December 31, 2019, we operated 14 company-owned Anytime Fitness centers. We used the expense information from those centers, as well as information provided to us by our franchisees concerning their leasing costs, to compile the information below on the expense of operating an Anytime Fitness Express facility. While our company-owned Anytime Fitness centers may not have paid the same fees to us as would be paid by franchisees, and instead would have had management expenses that franchisees would not have, we adjusted and normalized the numbers to reflect our current fees, requirements and recommendations, as described in the Comments. We also rounded all numbers to the nearest \$100.

Item	Amount	Comments
Rent and CAM	Variable	Rents vary depending on the size and location of each Anytime Fitness Express center. The average size of the franchised centers was 4,234 square feet, and the average gross rent paid (including CAM) was \$12.69 per square foot per year. For franchisees having a larger or smaller Anytime Fitness Express center, or paying a different rent, the rent expense would be higher or lower. See Item 7 for more details on variance in Rent and CAM.
Royalties	\$449 per month	This is the fee we currently charge to Anytime Fitness Express centers. We reserve the right to periodically increase this fee.
Bad Debt	3.3% of Gross Revenues	The actual amount will vary depending on how many of your members default on their obligations. The amount shown represents the typical experience of our company-owned centers.
Processing/CC Fees	1.5% of Gross Revenues	The actual amount will vary depending on how many customers pay cash, and for those that use their credit card, which credit card they use. The

Item	Amount	Comments
		amount shown represents the typical experience of our company-owned centers.
Utilities	Variable	The average at our company-owned centers was \$3.98 per square foot. This amount includes gas, electric, water, cable, Internet and telephone.
Insurance	\$2,400	This is a rate we negotiated with our preferred insurance vendor for Anytime Fitness Express location. The actual cost of insurance will vary in each market and with the extent of coverage and deductibles.
Proximity Cards	Variable	The current average cost to purchase proximity cards from our affiliate is \$5.67 per proximity card. The actual cost will vary based on the number of members and your attrition rate. The average attrition rate for our company-owned Anytime Fitness centers was 44% during 2019, with enrollment rolling 12 months.
Advertising/Marketing Fund	\$300 per month	This is the current amount we require franchisees to pay, but we have the right to increase this to 2% of Gross Revenues.
Technology Support	\$720	This represents the Global Access Fee franchisees pay to us.
Travel and Training	Variable	We anticipate the average cost to cover initial management training is \$2,750. The cost will vary depending on how you choose to travel to our offices.
Miscellaneous	Variable	Our company-owned centers had a typical miscellaneous costs of \$7,000 per year. This includes one-half of our conference fee and one-half of the typical costs incurred to attend our conference (assuming a biannual conference schedule), janitorial service, legal and accounting fees, cell phone, uniforms, licenses, office supplies and similar items. These costs can vary significantly depending on the location of the Anytime Fitness Express center and the time spent looking for the best possible costs on these items.

We also recommend that franchisees set aside at least \$500 per month to upgrade their Anytime Fitness Express center between the 5th and 6th year after they begin operating.

The above amounts are intended to provide prospective Anytime Fitness Express franchisees with information as to expenses they will typically incur in operating an Anytime Fitness Express center. You could have other expenses. We did not provide any amount for corporate or personal income taxes as these will vary in each state and based on other income the owner of the business may have. We did not include any expense for depreciation, amortization, interest, or the repayment of debt as each owner funds their

investment differently. We also did not include any wages or payroll because Anytime Fitness Express centers typically operate as an unstaffed convenience model and the franchisee is most often the manager.

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

Information for Both Anytime Fitness and Anytime Fitness Express centers

All of the Anytime Fitness and Anytime Fitness Express centers used in compiling the numbers in this Item 19 offer substantially the same products and services as you are expected to offer.

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

Other than as set forth above, we do not make any representations about a franchisee's future financial performance or the past financial performance of franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting General Counsel James Goniea at 111 Weir Drive, Woodbury, Minnesota 55125, telephone (651) 438-5000, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION**

Table No. 1

**SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2017 TO 2019**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2017	2231	2355	+124
	2018	2355	2423	+68
	2019	2423	2455	+32
Company-Owned	2017	33	33	+0
	2018	33	28	-5
	2019	28	14	-14
Total Outlets	2017	2264	2388	+124
	2018	2388	2451	+63
	2019	2451	2469	+18

Table No. 2

**TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN TO US) FOR YEARS 2017 TO 2019**

State	Year	Number of Transfers
Alabama	2017	6
	2018	3
	2019	3
Arizona	2017	1
	2018	2
	2019	9
Arkansas	2017	4
	2018	8
	2019	0
California	2017	8
	2018	6
	2019	17
Colorado	2017	2
	2018	4
	2019	6
Connecticut	2017	4
	2018	2
	2019	1
Delaware	2017	1
	2018	0
	2019	0
Florida	2017	14
	2018	8
	2019	14
Georgia	2017	5
	2018	7
	2019	7
Idaho	2017	0
	2018	8
	2019	7
Illinois	2017	6
	2018	3
	2019	5
Indiana	2017	5
	2018	21
	2019	12
Iowa	2017	6
	2018	4
	2019	5
Kansas	2017	1
	2018	3
	2019	5
Kentucky	2017	2
	2018	3
	2019	1
Louisiana	2017	11
	2018	15
	2019	20

State	Year	Number of Transfers
Maine	2017	0
	2018	0
	2019	2
Maryland	2017	0
	2018	3
	2019	0
Massachusetts	2017	3
	2018	3
	2019	1
Michigan	2017	11
	2018	8
	2019	6
Minnesota	2017	14
	2018	16
	2019	22
Mississippi	2017	0
	2018	2
	2019	3
Missouri	2017	9
	2018	6
	2019	4
Montana	2017	0
	2018	3
	2019	0
Nebraska	2017	4
	2018	4
	2019	6
Nevada	2017	1
	2018	0
	2019	5
New Hampshire	2017	0
	2018	1
	2019	0
New Jersey	2017	0
	2018	0
	2019	1
New Mexico	2017	1
	2018	0
	2019	0
New York	2017	0
	2018	1
	2019	0
North Carolina	2017	1
	2018	2
	2019	5
North Dakota	2017	0
	2018	4
	2019	7
Ohio	2017	6
	2018	14
	2019	25
Oklahoma	2017	8
	2018	8
	2019	5

State	Year	Number of Transfers
Oregon	2017	2
	2018	2
	2019	5
Pennsylvania	2017	5
	2018	4
	2019	5
Rhode Island	2017	7
	2018	0
	2019	1
South Carolina	2017	3
	2018	9
	2019	4
South Dakota	2017	3
	2018	2
	2019	4
Tennessee	2017	1
	2018	4
	2019	4
Texas	2017	40
	2018	73
	2019	22
Utah	2017	6
	2018	3
	2019	3
Vermont	2017	1
	2018	0
	2019	0
Virginia	2017	8
	2018	8
	2019	3
Washington	2017	2
	2018	4
	2019	2
West Virginia	2017	1
	2018	0
	2019	0
Wisconsin	2017	6
	2018	11
	2019	3
Wyoming	2017	0
	2018	0
	2019	0
Total	2017	219
	2018	292
	2019	260

Table No. 3

STATUS OF FRANCHISED OUTLETS FOR YEARS 2017 TO 2019

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Alabama	2017	31	1	1	0	0	0	31
	2018	31	3	0	0	0	0	34
	2019	34	2	1	2	0	0	33
Alaska	2017	3	0	1	0	0	0	2
	2018	2	1	1	0	0	0	2
	2019	2	0	0	0	0	0	2
Arizona	2017	37	4	0	0	0	0	41
	2018	41	7	0	0	0	0	48
	2019	48	4	4	1	0	0	47
Arkansas	2017	27	8	0	0	0	0	35
	2018	35	0	2	0	0	0	33
	2019	33	0	1	0	0	0	32
California	2017	94	9	0	0	0	0	103
	2018	103	8	1	0	0	0	110
	2019	110	16	2	0	0	0	124
Colorado	2017	37	3	1	0	0	0	39
	2018	39	3	0	0	0	0	42
	2019	42	7	0	1	0	0	48
Connecticut	2017	23	0	0	0	0	0	23
	2018	23	3	1	1	0	0	24
	2019	24	0	0	0	0	0	24
Delaware	2017	9	2	1	0	0	0	10
	2018	10	0	0	0	0	0	10
	2019	10	0	1	0	0	0	9
Florida	2017	158	10	4	2	0	0	162
	2018	162	6	7	0	0	0	161
	2019	161	8	8	0	0	0	161
Georgia	2017	91	7	0	0	0	0	98
	2018	98	1	2	0	0	0	97
	2019	97	3	7	1	0	0	92
Hawaii	2017	3	1	0	0	0	0	4
	2018	4	1	0	0	0	0	5
	2019	5	1	0	0	0	0	6
Idaho	2017	25	1	0	0	0	0	26
	2018	26	0	0	1	0	0	25
	2019	25	1	0	0	0	0	26
Illinois	2017	63	12	0	0	0	0	75
	2018	75	11	3	1	0	1	81
	2019	81	7	0	1	0	0	87

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Indiana	2017	99	4	0	0	0	0	103
	2018	103	3	1	1	0	0	104
	2019	104	1	4	1	0	0	100
Iowa	2017	68	1	1	0	0	0	68
	2018	68	1	0	1	0	1	67
	2019	67	1	2	1	0	0	65
Kansas	2017	16	2	0	0	0	0	18
	2018	18	1	0	1	0	0	18
	2019	18	0	3	0	0	0	15
Kentucky	2017	21	0	1	0	0	0	20
	2018	20	0	2	0	0	0	18
	2019	18	1	1	0	0	0	18
Louisiana	2017	114	6	1	0	0	0	119
	2018	119	2	2	0	0	0	119
	2019	119	1	3	1	0	0	116
Maine	2017	2	0	0	0	0	0	2
	2018	2	1	0	0	0	0	3
	2019	3	2	1	0	0	0	4
Maryland	2017	21	1	0	0	0	0	22
	2018	22	0	0	0	0	0	22
	2019	22	2	0	0	0	0	24
Massachusetts	2017	35	4	0	1	0	0	38
	2018	38	1	0	0	0	0	39
	2019	39	0	0	0	0	0	39
Michigan	2017	90	4	2	0	0	0	92
	2018	92	3	1	0	0	0	94
	2019	94	2	1	0	0	1	94
Minnesota	2017	135	6	0	0	0	1	140
	2018	140	1	0	0	0	0	141
	2019	141	3	0	0	0	0	144
Mississippi	2017	30	1	1	0	0	0	30
	2018	30	0	1	0	0	0	29
	2019	29	0	1	1	0	0	27
Missouri	2017	50	1	0	0	0	0	51
	2018	51	2	3	1	0	0	49
	2019	49	0	3	0	0	0	46
Montana	2017	4	0	0	0	0	0	4
	2018	4	1	0	0	0	0	5
	2019	5	0	0	0	0	0	5
Nebraska	2017	29	1	0	0	0	0	30
	2018	30	4	0	0	0	0	34
	2019	34	0	1	0	0	0	33

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Nevada	2017	30	2	1	0	0	0	31
	2018	31	1	0	0	0	0	32
	2019	32	1	1	0	0	0	32
New Hampshire	2017	5	0	0	0	0	0	5
	2018	5	1	1	0	0	0	5
	2019	5	0	0	0	0	0	5
New Jersey	2017	17	4	0	0	0	0	21
	2018	21	1	0	0	0	0	22
	2019	22	2	3	1	0	0	20
New Mexico	2017	12	3	0	0	0	0	15
	2018	15	3	0	0	0	0	18
	2019	18	2	0	0	0	0	20
New York	2017	18	2	0	0	0	0	20
	2018	20	3	1	0	0	0	22
	2019	22	2	1	0	0	0	23
North Carolina	2017	31	5	0	0	0	0	36
	2018	36	4	0	0	0	0	40
	2019	40	3	2	0	0	0	41
North Dakota	2017	16	0	0	0	0	0	16
	2018	16	1	0	0	0	0	17
	2019	17	1	0	0	0	1	17
Ohio	2017	67	4	2	0	0	0	69
	2018	69	6	5	0	0	0	70
	2019	70	9	3	0	0	0	76
Oklahoma	2017	26	2	0	1	0	0	27
	2018	27	3	0	0	0	0	30
	2019	30	2	0	0	0	0	32
Oregon	2017	31	1	1	0	0	0	31
	2018	31	0	0	1	0	0	30
	2019	30	4	1	1	0	0	32
Pennsylvania	2017	55	7	1	1	0	0	60
	2018	60	7	2	0	0	0	65
	2019	65	4	2	0	0	0	67
Rhode Island	2017	10	1	0	0	0	0	11
	2018	11	1	0	0	0	1	11
	2019	11	2	0	1	0	0	12
South Carolina	2017	38	3	1	0	0	0	40
	2018	40	0	1	0	0	0	39
	2019	39	2	1	0	0	0	40
South Dakota	2017	13	0	0	0	0	0	13
	2018	13	3	0	0	0	0	16
	2019	16	1	0	0	0	1	16

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Tennessee	2017	31	3	0	0	0	0	34
	2018	34	3	1	1	0	0	35
	2019	35	0	0	1	0	0	34
Texas	2017	229	19	3	0	0	0	245
	2018	245	12	3	0	0	0	254
	2019	254	16	8	1	0	1	260
Utah	2017	22	1	2	0	0	0	21
	2018	21	1	1	1	0	0	20
	2019	20	0	1	0	0	0	19
Vermont	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Virginia	2017	66	3	1	0	0	0	68
	2018	68	5	1	1	0	0	71
	2019	71	5	2	1	0	0	73
Washington	2017	59	5	0	1	0	0	63
	2018	63	3	0	0	0	0	66
	2019	66	5	0	0	0	0	71
West Virginia	2017	14	2	0	0	0	0	16
	2018	16	2	1	0	0	0	17
	2019	17	0	1	0	0	0	16
Wisconsin	2017	120	3	0	1	0	0	122
	2018	122	3	0	0	0	0	125
	2019	125	2	2	1	0	0	124
Wyoming	2017	4	0	1	0	0	0	3
	2018	3	0	0	1	0	0	2
	2019	2	0	0	0	0	0	2
Totals	2017	2231	159	27	7	0	1	2355
	2018	2355	127	44	12	0	3	2423
	2019	2423	125	72	17	0	4	2455

Table No. 4

STATUS OF COMPANY OWNED OUTLETS FOR YEARS 2017 TO 2019

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Arizona	2017	2	0	0	0	0	2
	2018	2	0	0	0	2	0
	2019	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
California	2017	4	0	0	0	0	4
	2018	4	0	0	0	0	4
	2019	4	0	0	0	4	0
Florida	2017	2	0	0	0	0	2
	2018	2	0	0	0	0	2
	2019	2	0	0	0	0	2
Illinois	2017	10	1	0	0	0	11
	2018	11	0	0	1	0	10
	2019	10	0	0	0	1	9
Maine	2017	3	0	0	0	0	3
	2018	3	0	0	0	0	3
	2019	3	0	0	0	2	1
Minnesota	2017	2	0	0	0	1	1
	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
New York	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
Oklahoma	2017	1	0	0	0	0	1
	2018	1	0	0	0	1	0
	2019	0	0	0	0	0	0
Oregon	2017	2	0	0	0	0	2
	2018	2	0	0	0	0	2
	2019	2	0	0	0	2	0
South Dakota	2017	1	0	0	0	0	1
	2018	1	0	0	0	1	0
	2019	0	0	0	0	0	0
Texas	2017	5	0	0	0	0	5
	2018	5	0	0	0	0	5
	2019	5	0	0	0	5	0
Totals	2017	33	1	0	0	1	33
	2018	33	0	0	1	4	28
	2019	28	0	0	0	14	14

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

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2019

State	Franchise Agreements Signed as of December 31, 2019 But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company – Owned (or Affiliate-owned) Outlets in the Next Fiscal Year
Alabama	1	0-4	0-4
Alaska	2	1-3	0-4
Arizona	3	1-3	0-4
Arkansas	3	1-3	0-4
California	34	6-10	0-4
Colorado	10	4-7	0-4
Connecticut	4	0-4	0-4
Delaware	0	0-4	0-4
District of Columbia	0	0-4	0-4
Florida	20	4-8	0-4
Georgia	2	0-4	0-4
Hawaii	1	0-4	0-4
Idaho	2	0-4	0-4
Illinois	21	4-8	0-4
Indiana	15	1-5	0-4
Iowa	1	1-3	0-4
Kansas	1	0-4	0-4
Kentucky	0	0-4	0-4
Louisiana	5	1-3	0-4
Maine	1	0-4	0-4
Maryland	5	2-4	0-4
Massachusetts	3	2-4	0-4
Michigan	5	2-4	0-4
Minnesota	4	1-4	0-4
Mississippi	0	0-4	0-4
Missouri	1	0-4	0-4
Montana	1	0-4	0-4
Nebraska	3	0-4	0-4
Nevada	3	1-4	0-4
New Hampshire	0	0-4	0-4
New Jersey	5	1-4	0-4
New Mexico	4	1-3	0-4
New York	3	1-4	0-4
North Carolina	8	1-4	0-4
North Dakota	2	0-4	0-4
Ohio	6	2-4	0-4
Oklahoma	1	0-4	0-4
Oregon	1	0-4	0-4

State	Franchise Agreements Signed as of December 31, 2019 But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company – Owned (or Affiliate-owned) Outlets in the Next Fiscal Year
Pennsylvania	13	3-7	0-4
Rhode Island	1	0-4	0-4
South Carolina	0	0-4	0-4
South Dakota	1	0-4	0-4
Tennessee	12	2-4	0-4
Texas	40	6-10	0-4
Utah	1	0-4	0-4
Vermont	0	0-4	0-4
Virginia	5	1-3	0-4
Washington	7	2-4	0-4
West Virginia	4	2-4	0-4
Wisconsin	9	2-4	0-4
Wyoming	3	2-4	0-4
Puerto Rico	0	0-4	0-4
U.S. Virgin Islands	0	0-4	0-4
Other U.S. Territories and Possessions	0	0-4	0-4
Total	277	58-236	0-4

* We are looking for prospective franchisees throughout the United States and cannot know in advance where we might find prospects. Therefore, any projection of this nature is very speculative. We will add franchised centers wherever we find qualified prospects. In total, we expect to open 58 to 236 new franchised centers, and 0-4 company-owned centers in the fiscal year ending December 31, 2020.

A list of the names, addresses and telephone numbers of all Anytime Fitness franchisees, and the locations of their open Anytime Fitness centers as of December 31, 2019, is attached to this Disclosure Document as Exhibit C-1.

A list of all franchises who have been terminated, canceled, not renewed, or otherwise voluntarily ceased to do business under the Franchise Agreement during the 12-month period ended December 31, 2019, or who have not communicated with us within 10 weeks of our application date, is attached to this Disclosure Document as Exhibit C-2. There are 150 franchisees on this list.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

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

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

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

**ITEM 21.
FINANCIAL STATEMENTS**

Attached to this Disclosure Document as Exhibit D is a copy of our audited financial statements for the fiscal years ended December 31, 2017, December 31, 2018 and December 31, 2019.

**ITEM 22.
CONTRACTS**

A copy of the Franchise Agreement, Franchise Agreement Guaranty, and General Release is attached as Exhibit E. Exhibit F is a Charitable Contribution Addendum that we offer to all franchisees, which allows them to be designated as a participant in our charitable contribution program. A copy of the Area Development Agreement and Development Agreement Guaranty is attached as Exhibit G. Exhibit I is an agreement you sign with our affiliate, Healthy Contributions, to assist in the transfer, processing and distribution of funds and data for various fitness incentive programs you can offer to your members. Exhibit J includes forms of financing documents for financing we or our affiliates provide or that our affiliate can help arrange. Exhibit K is an agreement you will sign with ProVision regarding the billing for our web fee, and the provision of security and software support. Exhibit L is an agreement you will be required to sign with if you have not signed a franchise agreement with us or commenced the construction of your Anytime Fitness center at the time we implement the Construction Management Services program. Exhibit M is an application for a membership surety bond you must sign with Nationwide Mutual Insurance Company. Exhibit N are the Service Agreements you must sign to use the Club Management Software. Exhibit O is an optional Re-Sale Assistance Agreement we currently offer to franchisees seeking our assistance in the sale of their centers. Exhibit P is a Franchisee Questionnaire you must complete and sign before we will grant you a franchise. Exhibit Q is the Training Suite Addendum we require Anytime Fitness Express franchisees to sign that elect to have access to and offer the Training Suite, and existing franchisees that must implement the Training Suite at existing Anytime Fitness centers that do not already have access to and offer the Training Suite. Exhibit R is the Digital Media Authorization Form you must sign if you choose to participate in the Always On Marketing Program. Exhibit S is the Evolt Software Subscription Agreement you must sign in connection with a required software program.

**ITEM 23.
RECEIPTS**

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

EXHIBIT A

**LIST OF STATE AGENCIES/
AGENTS FOR SERVICE OF PROCESS**

LIST OF STATE AGENCIES

California

Department of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(866) 275-2677

1350 Front Street, Room 2034
San Diego, CA 92101-3697

One Sansome Street, Ste. 600
San Francisco, CA 94104

1515 K Street
Suite 200
Sacramento, CA 95814-4052

Connecticut

Connecticut Department of Banking
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8299

Florida

Department of Agriculture and
Consumer Services
Division of Consumer Services
407 South Calhoun Street
Tallahassee, FL 32399-0800
(904) 922-2770

Hawaii

Hawaii Commissioner of Securities
Department of Commerce and
Consumer Affairs
Business Registration Division
King Kalakaua Building
335 Merchant Street, Rm. 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

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

Indiana

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

Maryland

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

Michigan

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

Minnesota

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

Nebraska

Department of Banking and Finance
1526 K Street, Suite 300
P.O. Box 95006
Lincoln, NE 68508
(402) 471-3445

New York

Office of the New York State
Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8236

North Dakota

North Dakota Securities Department
600 East Boulevard Avenue
State Capital - 5th Floor
Bismarck, ND 58505-0510
(701) 328-2910

Oregon

Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, OR 97310
(503) 378-4387

Rhode Island

Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex – Building
69-1
Cranston, RI 02920
(401) 222-3048

South Dakota

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

Texas

Secretary of State
Statutory Document Section
P.O. Box 13563
Austin, TX 78711
(512) 475-1769

Utah

Department of Commerce
Division of Consumer Protection
160 East 300 South
P.O. Box 45804
Salt Lake City, Utah 84145-0804
(801) 530-6601

Virginia

State Corporation Commission
Division of Securities and
Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9672

Washington

Securities Administrator
Department of Financial Institutions
Securities Division
150 Israel Rd SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin

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

LIST OF AGENTS FOR SERVICE OF PROCESS

California

California Commissioner of
Business Oversight
California Dept. of Business
Oversight
320 W. 4th Street, Suite 750
Los Angeles, California 90013
1-(866) 275-2677

Connecticut

Connecticut Banking Commissioner
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8299

Hawaii

Commissioner of Securities for the
State of Hawaii
Department of Commerce and
Consumer Affairs
Business Registration Division
King Kalakaua Building
335 Merchant Street, Rm. 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

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

Indiana

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

Maryland

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

Michigan

Michigan Department of
Commerce,
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, Michigan 48910
(517) 334-6212

Minnesota

Minnesota Commissioner of
Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 296-4026

New York

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

North Dakota

North Dakota Securities
Commissioner
Securities Department
600 East Boulevard Avenue
State Capitol – 5th Floor
Bismarck, North Dakota 58505-
0510
(701) 328-2910

Oregon

Director of Oregon Department of
Insurance and Finance
350 Winter Street, NE, Room 21
Salem, Oregon 97310
(503) 378-4387

Rhode Island

Director of Rhode Island
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex –
Building 69-1
Cranston, RI 02920
(401) 222-3048

South Dakota

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

Virginia

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

Washington

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

Wisconsin

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

EXHIBIT B

TABLE OF CONTENTS OF OPERATIONS MANUAL

EXHIBIT B

ANYTIME FITNESS

OPERATIONS MANUAL – TABLE OF CONTENTS

Introduction	1-3
Pre-Opening & Training	3-13
Technology	13-23
Personnel	23-25
Operating Procedures	25-34
Ongoing Training	34-35
Marketing & Advertising	35-43
Vendors	43-45
Additional Franchise Policies	45-46
Contacts	46-48

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

EXHIBIT C-1

LIST OF FRANCHISEES AS OF DECEMBER 31, 2019

(INCLUDING AREA DEVELOPMENT AGREEMENT COMMITMENTS)

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
ATFAK-ANC1, LLC	907-339-2348	8936 Lake Otis Pkwy	Anchorage	AK	99507		*
Michael Northcutt	907-252-3610	7730 Big Spruce Circle	Anchorage	AK	99502	Projected to open in Anchorage, AK	*
Michael Northcutt	907-252-3610	7730 Big Spruce Circle	Anchorage	AK	99502	Projected to open in TBD, AK	*
ATFAK-SOL1, LLC	907-262-6197	42115 Kalifornsky Beach Rd, Ste A3	Soldotna	AK	99669		
J & C Garcia LLC	256-329-1004	26 Broad St	Alexander City	AL	35010		
San Jose, LLC	256-640.8388	1416 N Brindlee Mountain Pkwy	Arab	AL	35016		
Team Alpha, LLC	205-655-6644	1984 Veterans Memorial Dr	Birmingham	AL	35214		
Fountain Enterprises, LLC	251-314-1411	1650 Douglas Ave	Brewton	AL	36426		
Chelsea Fitness LLC	203-713-8686	16054 Hwy. 280, Ste. 700	Chelsea	AL	35043		
San Sebastiano LLC	256-841-6500	1845 Patriot Way SW	Cullman	AL	35055		
New Life Fitness2 LLC	251-626-5018	2020 US-98, Ste C	Daphne	AL	36526		
Fit4Life, LLC	850-685-7733	1208 Baywood Rd	Dothan	AL	36305	Projected to open in Callaway, FL	
Fitness Partners of Alabama II, LLC	256-764-0100	1601 Darby Dr	Florence	AL	35630		*
3-D Fitness, LLC	251-923-5550	8154 Hwy 59, Ste 216	Foley	AL	36535		
Kenny Stubblefield	205-678-8820	1500 Military St	Hamilton	AL	35570		
CP Fitness, LLC	205-848-7350	5529 Grove Blvd	Hoover	AL	35226		*
All Things Fitness, Inc.	256-970-1400	2075 Cecil Ashburn Drive SE	Huntsville	AL	35802		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Benjamin Handley	205-428-9115	24571 US Hwy 31	Jemison	AL	35085		
Kingdom Fitness Ventures LLC	256-325-0016	1874 G Slaughter Rd.	Madison	AL	35758		
Breland Booth	205-428-9115	4955 McAdory School Rd	McCalla	AL	35111		
Andrew Baldwin & Matthew Phillip Moody	251-639-3556	9120 Airport Blvd, Suite F	Mobile	AL	36608		
Andrew Baldwin & Matthew Phillip Moody	251-662-1320	3456 Hillcrest Rd	Mobile	AL	36695		
Lets Make It Happen, LLC	251-479-0999	171 E. I-65 Service Rd.	Mobile	AL	36606		
Fountain Enterprises, LLC	251-302-2431	465 Pike St, Ste C	Monroeville	AL	36460		
DEV Fitness, Inc.	334-239-7396	8125 Decker Ln	Montgomery	AL	36117		
Anthony S. Thorn and Julie Ann Thorn	334-759-6464	2701 Frederick Rd	Opelika	AL	36801		
Rockit Body Fitness, LLC	256-812-2081	70 Taylor Road	Owens Cross Roads	AL	35763		
Jim Slack	334-445-9009	1548 US-231 S, Ste 1	Ozark	AL	36360		
BlevinsFitness, LLC	334-332-9200	5408 Summerville Rd.	Phenix City	AL	36867		
New Life Fitness2, LLC	251-240-0499	21862 AL-59	Robertsdale	AL	36567		
Dahm Enterprises, Inc.	256-575-8450	1513 S Broad St	Scottsboro	AL	35768		
CL Andrews, LLC	251-645-3701	3385 Schillinger Rd. N.	Semmes	AL	36575		
Leah Langlinais	251-299-2229	10200 Eastern Shore Blvd, Ste 404	Spanish Fort	AL	36527		*
Jim Slack	334-770-0888	105 Southland Vlg	Troy	AL	36079		
CP Fitness, LLC	203-527-5670	322 Main St	Trussville	AL	35173		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
CP Fitness, LLC	205-283-9825	117 Pamela Drive	Trussville	AL	35173	Projected to open in TBD, AL	*
MAS Fitness, LLC	205-487-2529	1360 Montgomery Hwy, Ste 120	Vestavia Hills	AL	35216		
Murphy Health & Fitness, LLC	205-688-5060	11971 Liberty Pkwy	Vestavia Hills	AL	35242		
Kenny Stubblefield	203-421-2091	2365 US-43	Winfield	AL	35594		
Bandon Holdings, LLC	870-898-5700	1420 S Constitution Ave	Ashdown	AR	71822		
Patrick Connell	870-793-2700	3050 Harrison St	Batesville	AR	72501		
SF Beebe, LLC	501-882-3005	2065 W Center St	Beebe	AR	72012		
Sure Fit Holdings, LLC	870-824-5490	101 South Service Rd	Blytheville	AR	72315		
ELynn, Inc.	501-213-0526	5313 Hwy 5 N, Ste 300	Bryant	AR	72022		*
RFC69, LLC	870-836-7100	206 Garden Oaks Dr	Camden	AR	71701		
Sure Fit Holdings, LLC	479-705-0011	1151 Rogers Ave	Clarksville	AR	72830		
Cassandra and Steven Lang	501-450-9300	2501 Dave Ward Dr	Conway	AR	72034		
Michael Foti AFFO, LLC	479-340-0080	745 E Joyce Blvd	Fayetteville	AR	72703		
PW Fitness LLC	479-935-4600	6315 Wedington Dr, Unit 2	Fayetteville	AR	72704		
Tyrone Richardson and Max Sandlin	479-226-3319	11735 Old Hwy 71 S	Fort Smith	AR	72916		*
SF Greenbrier, LLC	501-679-0677	47 S Broadview St	Greenbrier	AR	72058		
Sure Fit Holdings, LLC	479-431-5105	2427 W Center St	Greenwood	AR	72936		*
D R Profit Ventures, LLC	870-416-3606	115 Industrial Park Rd	Harrison	AR	72601		
Keathley Builders, Inc.	501-270-4440	203 Tulaka Blvd	Heber Springs	AR	72543		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
SF Hope, LLC	870-777-9100	1301 N Hervey	Hope	AR	71801		
Sure Fit Holdings, LLC	501-525-7272	1607 Albert Pike Rd.	Hot Springs	AR	71913		
SF Jack, LLC	501-241-0802	120 John Harden Dr	Jacksonville	AR	72076		
SF Little Rock, LLC	501-663-4400	7403 Cantrell Rd	Little Rock	AR	72207		
Faith 4 Life Enterprises, Inc.	479-365-6768	106 Bloomington Rd	Lowell	AR	72745		
SF Malvern, LLC	501-467-8485	608 Martin Luther King Blvd	Malvern	AR	72104		
Powerhouse Group LLC	870-739-1266	203 E Military Rd	Marion	AR	72364		
Lance Daigle	985-714-1688	119 Lily Dr	Maumelle	AR	72113	Projected to open in Maumelle, AR	*
Sure Fit Holdings, LLC	501-289-6534	20 Bruce St	Morrilton	AR	72110		
Sure Fit Holdings, LLC	870-580-0941	40 Plaza Way, Ste 30	Mountain Home	AR	72653		
ELYNN, INC.	501-771-0908	5923 John F. Kennedy Blvd	North Little Rock	AR	72116		
Lane & Pickney Investments, Inc.	870-236-1551	1725 W Kings Hwy, Ste 17A	Paragould	AR	72450		
Kpngcrete Physique, Inc. and Joseph Daigle	479-957-9156	2005 N Arkansas Ave	Russellville	AR	72802		*
Sure Fit Holdings, LLC	501-593-5444	PO Box 1169	Searcy	AR	72145	Projected to open in Arkadelphia, AR	*
Inspired Siloam Fitness LLC	479-373-1122	1007 S Mt Olive St	Siloam Springs	AR	72761		
Michael Beard	479-841-9752	1602 E Robinson Ave	Springdale	AR	72764		
Samurai 327, LLC	479-633-7348	7058 W Sunset Ave, Suite 2	Springdale	AR	72762		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Bandon Holdings, LLC	870-772-4348	2229 Trinity Blvd	Texarkana	AR	71854		
Family Investment Group, LLC	479-689-5189	1514 Fayetteville Rd	Van Buren	AR	72956		*
Powerhouse Group LLC	870-629-5262	113 N Missouri St	West Memphis	AR	72301		
Luke Lehr	623-215-4669	42407 N Vision Way	Anthem	AZ	85086		
Brad Richardson and Brent Richardson	928-704-0774	3699 Hwy 95, Suite 660	Bullhead City	AZ	86442		
Kevin Christopher Jack and Kimberly Jack	480-681-5200	29855 N Tatum Blvd	Cave Creek	AZ	85331		
Bandon Fitness Texas, Inc.	480-821-2112	1065 E Riggs Rd	Chandler	AZ	85249		
MAF Chandler, LLC	480-917-0005	1072 W Chandler Blvd	Chandler	AZ	85224		
Ratrace, Inc.	928-636-8348	759 N Hwy 89	Chino Valley	AZ	86323		
FIT Enterprises, LLC	623-583-2064	13915 N Dysart Rd, Ste A4	El Mirage	AZ	85335		
Flagstaff ATF, LLC	928-226-7064	2500 S Woodlands Vlg Dr, Ste 21	Flagstaff	AZ	86001		
Big M, LLC	480-837-5151	16425 E Palisades Blvd	Fountain Hills	AZ	85268		
10 More LLC	480-892-5646	949 N Val Vista Dr, Ste 115	Gilbert	AZ	85234		
D2 Square, LLC	480-821-0121	3133 S Lindsay Rd, Ste 103	Gilbert	AZ	85295		
Pump Fitness, LLC	480-279-2855	4720 E. Queen Ck. Rd.	Gilbert	AZ	85297		
Fit 4 Fun, LLC	623-594-2422	6640 W Cactus Rd, Ste A 112	Glendale	AZ	85304		
Natalee Sticht and Ronald Moses	623-566-2407	6120 W Behrend D, Ste 145	Glendale	AZ	85308		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Kingman ATF, LLC	928-263-6242	3900 Stockton Hill Rd, Ste M	Kingman	AZ	86409		
Zack Merrill	928-302-3883	62 S Lk Havasu Ave	Lake Havasu City	AZ	86403		
Bandon Fitness Texas, Inc.	623-935-2737	12958 W Indian School Rd	Litchfield Park	AZ	85340		
Bandon Fitness Texas, Inc.	520-579-2600	12040 N Thornydale Rd, Ste 106	Marana	AZ	85658		
ATF Maricopa, LLC	520-568-5226	21116 N John Wayne Pkwy B3	Maricopa	AZ	85139		
AF 4107, LLC	480-378-3810	1837 W Guadalupe Rd	Mesa	AZ	85202		*
Bandon Fitness Texas, Inc.	480-354-0666	8257 E. Guadalupe Rd.	Mesa	AZ	85212		
Ignite Investments LLC	480-464-5646	1239 E McKellips Rd	Mesa	AZ	85203		
247 Fitness Group, LLC	520-219-2869	11911 N 1st Ave, Ste 101	Oro Valley	AZ	85737		
L3, Live, Love Laugh Corp.	928-468-8001	101 E Hwy 260, Ste B	Payson	AZ	85541		
SIMS 34, LLC	623-518-6100	24640 N Lake Pleasant Rd, Ste 103	Peoria	AZ	85258		
Branden Bunker and Brian McColgan	602-361-1310	1703 West Bethany Home Rd, Ste T10	Phoenix	AZ	85015		*
Foothills Fitness 24/7, LLC	480-460-1673	1420 E Chandler Blvd, Suite 104	Phoenix	AZ	85048		
KAMDEK PROPERTIES, L.L.C.	623-581-5646	2460 West Happy Valley Road, Ste 1159	Phoenix	AZ	85085		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
L13cky Health, LLC	602-883-8733	4030 E Thunderbird Rd, Ste D	Phoenix	AZ	85032		*
L13cky Health, LLC	602-883-7800	111 E Dunlap Ave, Ste 9	Phoenix	AZ	85020		*
L13cky Health, LLC	602-362-3166	3135 E Indian School Rd	Phoenix	AZ	85016		
L13cky Health, LLC	602-541-2808	3220 E Baseline Rd	Phoenix	AZ	85042		
L3, Live Love Laugh Corp.	602-565-2412	1620 Georgia Ave	Phoenix	AZ	85015	Projected to open in Phoenix, AZ	*
L3, Live Love Laugh Corp.	602-565-2412	1620 Georgia Ave	Phoenix	AZ	85015	Projected to open in Buckeye, AZ	*
L3, Live Love Laugh Corp.	602-565-2412	1620 Georgia Ave	Phoenix	AZ	85015	Projected to open in Surprise, AZ	*
Michael Laird	602-277-5751	3101 North Central Ave, Ste 1490	Phoenix	AZ	85012	Projected to open in Cottonwood, AZ	*
Michael Laird	602-277-5751	3101 North Central Ave, Ste 1490	Phoenix	AZ	85012	Projected to open in Flagstaff, AZ	*
Michael Laird	602-277-5751	3101 North Central Ave, Ste 1490	Phoenix	AZ	85012	Projected to open in Show Low, AZ	*
Michael Laird	602-277-5751	3101 North Central Ave, Ste 1490	Phoenix	AZ	85012	Projected to open in Taylor, AZ	*
Robert McLean and Frank Sloup	602-824-9095	18413 N Cave Creek Rd	Phoenix	AZ	85032		
William Nicholls and Barbara Nicholls	602-795-8088	15610 N 7th St	Phoenix	AZ	85022		
Michael Laird	928-227-8337	3190 Willow Creek Rd	Prescott	AZ	86301		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Ratrace, Inc.	928-443-5701	6715 E 2nd St, Ste A	Prescott Valley	AZ	86314		
Bandon Fitness Texas, Inc.	480-677-3637	40601 N Gantzel Rd	San Tan Valley	AZ	85140		*
Queen Creek ATF, LLC	480-888-9332	530 E Hunt Hwy, Ste 113	San Tan Valley	AZ	85143		
Branden Bunker and Brian McColgan	801-361-8979	8340 E. Orange Blossom Lane	Scottsdale	AZ	85250	Projected to open in Phoenix, AZ	
Branden Bunker and Brian McColgan	801-361-8979	8340 E. Orange Blossom Lane	Scottsdale	AZ	85250	Projected to open in San Diego, CA	*
K2 Fitness, LLC	480-575-7505	32687 N Scottsdale Rd	Scottsdale	AZ	85266		
Kevin Redus	480-689-5997	7679 E Pinnacle Peak Rd	Scottsdale	AZ	85255		
L13cky Health, LLC	602-900-0852	5094 North Hayden Rd	Scottsdale	AZ	85250		
MAF, Inc.	480-348-2348	7704 E Doubletree Ranch Rd	Scottsdale	AZ	85258		
Smart Fitness LLC	480-935-9339	16447 N Scottsdale Rd, Ste 109	Scottsdale	AZ	85254		
L13CKY Health, LLC	602-362-3362	2240 N Scottsdale Rd	Tempe	AZ	85281		*
247 Fitness Group, LLC	520-622-2514	7937 N. Oracle Rd.	Tucson	AZ	85704		
AF Sunrise, LLC	520-577-4607	4784 E Sunrise Dr	Tucson	AZ	85718		*
AF Tucson Metro, LLC	520-999-8282	2500 N Silverbell Rd, Ste 100	Tucson	AZ	85745		
Bandon Fitness Texas, Inc.	520-579-6615	7475 W Twin Peaks Rd, Ste 103-109	Tucson	AZ	85743		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Lori Rickert-Hewings, Aaron Hewings and Nancy Rickert	520-760-1200	8868 Tanque Verde Rd	Tucson	AZ	85749		
Milt Folas, Angie Folas and Stephan Folas	510-864-2030	883D Island Dr	Alameda	CA	94502		
Stephan Folas and Milt Folas	510-263 9574	951 Marina Village Pkwy	Alameda	CA	94501		
David Wick	909-456-5550	6890 E. Georgetown Circle	Anaheim	CA	92807	Projected to open in Chino, CA	
Travis MacKenzie and Marisa MacKenzie	530-776-4541	2700 Balls Ferry Rd	Anderson	CA	96007		
Aaron Miller	760-240-9933	13692 Apple Valley Rd, #130	Apple Valley	CA	92308		
JAT Investments, Inc.	760-954-5655	12593 Highline Drive	Apple Valley	CA	92308	Projected to open in Apple Valley, CA	
Michael Suchomel	760-680-9573	14447 Choco Rd	Apple Valley	CA	92307	Projected to open in Phelan, CA	
Russ Allen and Jaime Allen	831-662-1977	90 Rancho Del Mar	Aptos	CA	95003		
Christopher Huisken and Lori Huisken	626-445-1026	9 E Foothill Blvd	Arcadia	CA	91006		
John Peter Arrabit and Susan Dell Arrabit	530-887-1265	12130 New Airport Rd, #200	Auburn	CA	95603		
Richr, Inc.	760-256-8141	1251 E Main St, Ste 4-5	Barstow	CA	92311		*
Emma Lam and Kimberly Zumbro	909-809-2030	1304 Barberty Way	Beaumont	CA	92223	Projected to open in TBD, CA	

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Humble Fitness Beaumont Inc.	951-845-3677	1620 E 2nd St, Ste G	Beaumont	CA	92223		
Brett and Rachel Livingstone	510-526-4900	1820 Solano Ave, Ste A	Berkeley	CA	94707		
Ignore the Limits, LLC	925-513-7001	7750 Brentwood Blvd, Ste E	Brentwood	CA	94513		
Deepak Verma	562-685-1696	26 Revell Cir	Buena Park	CA	90620	Projected to open in La Palma, CA	
Camarillo ATF Inc.	805-445-8899	5221 Mission Oaks Blvd	Camarillo	CA	93012		
Allen Coleman	530-676-4111	3490 Palmer Dr #3E, Golderado Plaza	Cameron Park	CA	95682		
Christopher Anthony Novick and Tien Lam	415-939-5397	29515 Kristine Ct	Canyon Country	CA	91387	Projected to open in Sacramento, CA	
VM FitBoys II LLC	917-828-3704	5814 Van Allen Way, Ste 185	Carlsbad	CA	92008	Projected to open in Vista, CA	
VM FitBoys LLC	760-585-3800	5814 Van Allen Way, Ste 185	Carlsbad	CA	92008		
Michael Heinold	760-459-8101	67555 East Palm Canyon	Cathedral City	CA	92234		
MERC Fitness LLC	818-349-0349	21525 Devonshire St	Chatsworth	CA	91311		
All4good, Inc.	530-636-2424	2499 Forest Ave	Chico	CA	95928		
Steve Rabello	909-393-8100	2593 Chino Hills Pkwy, Ste B-C	Chino Hills	CA	91709		
Edward Martin and Jason McCann	619-200-0689	206 Plaza Salinas	Chula Vista	CA	91914	Projected to open in TBD, CA	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Edward Martin and Jason McCann	619-200-0689	206 Plaza Salinas	Chula Vista	CA	91914	Projected to open in San Diego, CA	*
Edward Martin and Jason McCann	619-200-0689	206 Plaza Salinas	Chula Vista	CA	91914	Projected to open in San Diego, CA	*
JR Fit Enterprise, LLC	619-796-7777	2322 Proctor Valley Rd, Ste 105	Chula Vista	CA	91914		
Rodrigo Mora, Edgar Mora and Marine Menier	619-666-9188	583 Los Altos Dr	Chula Vista	CA	91914	Projected to open in Lemon Grove, CA	*
Rodrigo Mora, Edgar Mora and Marine Menier	619-666-9188	583 Los Altos Dr	Chula Vista	CA	91914	Projected to open in San Diego, CA	*
Powerhouse Gym & Fitness Center, Inc.	707-894-0700	792 S Cloverdale Blvd	Cloverdale	CA	95425		
Blu Moon, Inc.	925-672-6700	5434 Ygnacio Valley Rd, Ste 130	Concord	CA	94521		
NorCal Whole Health, Inc.	925-363-3301	1150 Concord Ave	Concord	CA	94520		*
Yu Kohama	951-475-1299	2641 Green River Rd, Ste 102	Corona	CA	92882		*
JAAS, LLC	626-224-3973	215 S Citrus Ave	Covina	CA	91723		
Forever Forward LLC	424-672-3488	4130 Sepulveda Blvd, Ste E	Culver City	CA	90230		*
Powerhouse Gym & Fitness Center, Inc.	707-693-9500	1900 N Lincoln St, Ste 102	Dixon	CA	95620		
Fitness Democracy, LLC	626-359-6394	2217 E Huntington Dr	Duarte	CA	91010		
Rodrigo Mora, Edgar Mora and Marine Menier	619-956-9555	13465 Camino Canada	El Cajon	CA	92021		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
RSD Fitness, LP	619-741-3211	2650 Jamacha Rd	El Cajon	CA	92019		
Geminiz, LLC	424-277-9000	630 N Pacific Coast Hwy, Unit 10	El Segundo	CA	90245		
MinCA, LLC	916-936-3969	9692 Elk Grove-Florin Rd	Elk Grove	CA	95624		*
GK Fitness, Inc.	707-864-1575	5089 Business Center Dr	Fairfield	CA	94534		
Sohail Abdali	707-673-4244	1955 W Texas St	Fairfield	CA	94533		
VM FitBoys LLC	760-723-2433	855 S Main St	Fallbrook	CA	92028		
Benjamin Valega	916-932-0920	1007 E Bidwell St	Folsom	CA	95630		
Scott Ferguson	714-964-6443	9394 Warner Ave	Fountain Valley	CA	92708		
Jose L. Gonzalez	209-744-9400	10530 Twin Cities Rd	Galt	CA	95632		
MinCA, LLC	949-922-6374	868 Lariat Loop	Galt	CA	95632	Projected to open in Citrus Heights, CA	*
MinCA, LLC	949-922-6374	868 Lariat Loop	Galt	CA	95632	Projected to open in Folsom, CA	*
The Maker's Fitness, Inc.	408-846-4222	755 1st St	Gilroy	CA	95020		
LK Fitness Group	818-584-7700	300 E Colorado St	Glendale	CA	91205		*
Boutique Fitness Center, Inc.	916-786-3999	9711 Vlg Ctr Dr, Ste 125	Granite Bay	CA	95746		
TwinSS Fitness, Inc.	530-652-4680	562 Sutton Way	Grass Valley	CA	95945		
Lommori ATF, LLC	310-303-3334	300 Pacific Coast Hwy	Hermosa Beach	CA	90254		
HVL Fitness, LLC	707-987-9100	18990 Coyote Vly Rd	Hidden Valley Lake	CA	95467		
The Master's Holdings, Inc.	831-636-4699	1760 Airline Hwy, Ste I	Hollister	CA	95023		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Coachella Valley Kiva Incorporated	760-772-9772	44100 Jefferson St, St E503-E504	Indio	CA	92201		
Ryan Chambers	209-223-3636	11310 Prospect Dr, Ste 70	Jackson	CA	95642		
La Canada Athletics Inc.	818-928-1314	890 Town Ctr Dr, Ste B	La Canada Flintridge	CA	91011		
RPSM Investment Group	714-451-9931	2130 Sheffield Dr.	La Habra	CA	90631	Projected to open in TBD, CA	
SBP Health Solutions, Inc.	949-715-7055	24290 El Toro Rd	Laguna Woods	CA	92637		*
Austin Wright	323-632-7016	7358 Ostrom Avenue	Lake Balboa	CA	91406	Projected to open in Los Angeles, CA	*
ATF California LLC	314-322-0017	44054 Sierra Vista Drive	Lancaster	CA	93536	Projected to open in Torrance, CA	
Jacob Elliott and Elizabeth Elliott	916-587-6100	880 Sterling Parkway, #10	Lincoln	CA	95648		
Andrea Leggett and Darren Leggett	925-292-7196	1855 Holmes St	Livermore	CA	94550		
Sean Cussen	562-343-5801	4000 E Anaheim	Long Beach	CA	90804		
Sean Cussen	562-354-6773	3599 N Los Coyotes Diagonal	Long Beach	CA	90808		*
Sean Cussen	562-612-1997	301 Pine Ave	Long Beach	CA	90802		*
TwinSS Fitness, Inc.	916-660-0700	3226 Boyington Rd	Loomis	CA	95650		
Russ Allen and Jaime Allen	831-917-9499	120 General Stilwell Dr, Suite 200	Marina	CA	93933		
The Master's Holdings, Inc.	831-373-1234	399 Lighthouse Ave	Monterey	CA	93940		
EIC 633, Inc.	805-552-0050	144 W Los Angeles Ave	Moorpark	CA	93021		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Russ Allen and Jaime Allen	850-324-9000	1621 Avenida De Los Padres	Morgan Hill	CA	95037	Projected to open in Watsonville, CA	*
Russ Allen and Jaime Allen	850-324-9000	1621 Avenida De Los Padres	Morgan Hill	CA	95037	Projected to open in Scotts Valley, CA	
Russ Allen and Jaime Allen	850-324-9000	1621 Avenida De Los Padres	Morgan Hill	CA	95037	Projected to open in Seaside, CA	
Russ Allen and Jaime Allen	850-324-9000	1621 Avenida De Los Padres	Morgan Hill	CA	95037	Projected to open in King City, CA	
The Creator's Fitness	408-776-8980	715 Cochrane Rd	Morgan Hill	CA	95037		
The Master's Holdings, Inc.	850-324-9000	1621 Avenida De Los Padres	Morgan Hill	CA	95037	Projected to open in Capitola, CA	
GSK Fitness Novato, Inc.	805-225-5052	680 Quintana Rd	Morro Bay	CA	93442		
Patrick Kam and Matt Morales	510-794-4888	6347 Jarvis Ave	Newark	CA	94560		
Allen Coleman and Karen Terveer	805-716-0043	717 Wendy Dr.	Newbury Park	CA	91320		*
Golden Dog Wellness	805-723-0191	180 Mary Ave	Nipomo	CA	93444		
GSK Fitness Novato, Inc.	415-898-1166	946 Diablo Ave	Novato	CA	94947		
Earn It Fitness, LLC	714-998-4348	2688 N Santiago Blvd	Orange	CA	92867		
JGAF, Inc.	805-938-1300	3400 Orcutt Rd	Orcutt	CA	93455		
Brett Livingstone and Rachel Livingstone	925-542-0342	2 Orinda Theatre Square, Ste 148	Orinda	CA	94563		
365 Fitness Holdings, LLC	530-533-7770	1124 H Oro Dam Blvd E	Oroville	CA	95965		
365 Fitness Holdings, LLC	805-983-7770	702 N Ventura Rd	Oxnard	CA	93030		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Emma Lam and Kimberly Zumbro	760-469-4648	36891 Cook St, Ste 1	Palm Desert	CA	92211		
James Adamitis and Austin Wright	626-408-6500	600 E Colorado Blvd	Pasadena	CA	91101		*
Watchmen Fitness Group, LLC	209-892-4348	1075 Sperry Ave, Ste D	Patterson	CA	95363		
North Bay Whole Health, LLC	707-779-2155	2620 Lakeville Hwy, Ste 310	Petaluma	CA	94954		
Urban Enterprise Partners, Inc.	510-222-5646	1477 Fitzgerald Dr	Pinole	CA	94564		
First Light Fitness Corporation	530-295-3600	3970-i Missouri Flat Rd.	Placerville	CA	95667		
MGC Fitness, LP	858-842-2222	12222 Poway Rd, Ste 7	Poway	CA	92064		
The Master's Holdings, Inc.	831-663-9377	17547 Vierra Canyon Rd	Prunedale	CA	93907		
Brad Creager and Jennifer Creager	760-315-4040	850 Main St	Ramona	CA	92065		
Gym Warriors, LLC	916-706-0090	3161-3225 Zinfandel Dr	Rancho Cordova	CA	95670		
Alison Capote and Joseph Capote	909-484-6880	7890 Haven Ave, Ste 22	Rancho Cucamonga	CA	91730		
Premier Fitness, LLC	530-255-8087	3325-3331 Placer St	Redding	CA	96001		
Benjamin McCarty and Amanda McCarty	909-798-5000	500 N Orange St	Redlands	CA	92374		
Terrell Hudson and Deena Berry	909-874-1600	1154 N Riverside Ave	Rialto	CA	92376		
Benjamin McCarty and Michael Rappaport	951-643-3992	3191 B Mission Inn Ave	Riverside	CA	92507		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Sante Wellness, Corp.	951-977-9607	4270 Riverwalk Pkwy, Suite 112-116	Riverside	CA	92505		
RockSolid Fitness Inc.	916-975-3277	3001 Stanford Ranch Rd.	Rocklin	CA	95765		
GSK Fitness Novato, Inc.	707-490-4682	1600 Kassidy Place,	Rohnert Park	CA	94928	Projected to open in San Rafael, CA	
North Bay Whole Health, LLC	707-585-8795	939 Golf Course Dr	Rohnert Park	CA	94928		
Witham Fitness, LLC	707-490-4682	1600 Kassidy Place,	Rohnert Park	CA	94928	Projected to open in Oakhurst, CA	
Fazz LLC	916-789-0110	1850 Douglas Blvd, Ste 204	Roseville	CA	95661		
IronWorx, LLC	916-575-9999	4421 Gateway Park Blvd	Sacramento	CA	95834		
Jeff Kester	916-452-5555	6350 Folsom Blvd, Ste 160	Sacramento	CA	95819		
Jeff Kester	916-481-7555	455 Watt Ave	Sacramento	CA	95864		
Kenneth Degenhardt	615-574-2207	447 Main Ave	Sacramento	CA	95838	Projected to open in Woodland, CA	*
Kenneth Degenhardt	615-574-2207	447 Main Ave	Sacramento	CA	95838	Projected to open in Elk Grove, CA	*
Kenneth Degenhardt	615-574-2207	447 Main Ave	Sacramento	CA	95838	Projected to open in Davis, CA	*
Russ Allen and Jaime Allen	831-751-1622	1594 N Sanborn Rd	Salinas	CA	93905		*
DDK Corp.	949-276-8888	811 Via Suerte	San Clemente	CA	92673		
DDK Corp.	619-323-1993	3165 Rosecrans St	San Diego	CA	92110		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Christopher Huisken and Lori Huisken	213-400-2709	6413 N Vista St	San Gabriel	CA	91775	Projected to open in Huntington Beach, CA	
Darren Naylor, Jonathon Naylor and Michael Bui	408-839-8385	3437 Rio Bravo Dr	San Jose	CA	95148	Projected to open in Sunnyvale, CA	
SanMar Fitness, LLC	949-481-2220	31107 Rancho Viejo Rd, Ste 5	San Juan Capistrano	CA	92675		
MKC Fitness	510-357-7711	1343 Washington Ave	San Leandro	CA	94577		
JMS Capital, Inc.	760-203-4347	1234 E Mission Rd	San Marcos	CA	92069		
365 Fitness Holdings, LLC	559-399-8080	1132 Academy Ave, Ste 108	Sanger	CA	93657		
Jason Sanchez	408-244-2884	2718 Homestead Rd	Santa Clara	CA	95050		
King Kermit, LLC	661-250-7191	16676 Soledad Canyon Rd	Santa Clarita	CA	91387		
Legacy of Health, LLC	661-263-3778	26869 Bouquet Cyn Rd	Santa Clarita	CA	91350		
Brett Livingstone and Rachel Livingstone	707-836-6649	3215 Coffey Ln	Santa Rosa	CA	95403		
Callie Baldwin	707-837-7450	6422 Old Redwood Hwy	Santa Rosa	CA	95403		
Good Vibe Industries	707-538-4888	5761 Mountain Hawk Way	Santa Rosa	CA	95409		
JDS Fitness, Inc.	707-542-6500	2885 Santa Rosa Ave	Santa Rosa	CA	95407		
Norcal Fitness, Inc.	707-578-4900	620 Larkfield Center	Santa Rosa	CA	95403		
NorCal Fitness, Inc.	707-322-6224	490 Larkfield Ctr	Santa Rosa	CA	95403	Projected to open in Pacifica, CA	

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Patrick Kam	707-538-0834	5891 Mountain Hawk Way	Santa Rosa	CA	95409	Projected to open in TBD, CA	
Michael Witt and Karen Witt	415-480-3838	140 Donahue St	Sausalito	CA	94965		
FF Management, LLC	562-598-2100	2920 Westminster Blvd	Seal Beach	CA	90740		
Komin Business Group, Inc.	661-746-1503	1160 E Lerdo Hwy	Shafter	CA	93263		
Sohail Abdali	805-522-5175	2941 Cochran St	Simi Valley	CA	93065		
Russ Allen and Jaime Allen	831-237-5111	2209 H Dela Rosa Sr. St	Soledad	CA	93960		
Laura Kirley and Paul Kirley	707-938-7154	500 W Napa St, Ste 536	Sonoma	CA	95476		
365 Fitness Holdings, LLC	530-257-7770	2635 Main St	Susanville	CA	96130		
Nahal Ahdoot	818-300-0348	19235 Ventura Blvd	Tarzana	CA	91356		
Jonathan Gross, Michelle Gross, Jesus Solorio, and James Gross	209-839-8204	2620 S Tracy Blvd, Ste 120	Tracy	CA	95376		*
Clear Lake Fitness, LLC	707-468-9999	175 S. Orchard Ave.	Ukiah	CA	95482		
Coffee & Naps, LLC	707-685-8000	3001 Alamo Dr	Vacaville	CA	95687		
DDK Corp	702-533-1932	12416 Weddington St #19	Valley Village	CA	91607	Projected to open in San Diego, CA	
Unisphere Venures, Inc	917-318-4488	4141 Glencoe Avenue, Unit 2019	Venice	CA	90292	Projected to open in Inglewood, CA	*
Unisphere Venures, Inc	917-318-4488	4141 Glencoe Avenue, Unit 2019	Venice	CA	90292	Projected to open in TBD, CA	*
Unisphere Venures, Inc	917-318-4488	4141 Glencoe Avenue, Unit 2019	Venice	CA	90292	Projected to open in TBD, CA	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Allen Coleman and Karen Terveer	805-628-9161	2700 E Thompson Blvd	Ventura	CA	93003		*
Allen Coleman and Karen Terveer	805-658-1348	2950 Johnson Dr	Ventura	CA	93003		*
Miraly Fitness LLC	760-947-8900	12044 Dunia Rd., Ste. H	Victorville	CA	92392		
SJGS Enterprises, LLC	661-758-1500	2445 Hwy 46, Ste A	Wasco	CA	93280		
Powerhouse Gym & Fitness Center, Inc.	916-371-1122	2055 Town Ctr Plz	West Sacramento	CA	95691		
Westlake Fitness, LLC	805-379-9909	101 N Westlake Blvd, Ste 100	Westlake Village	CA	91362		*
Reid Tileston	530-795-4444	113 Main St.	Winters	CA	95694		
K&D Fitness Group LLC	714-463-6260	21550 Yorba Linda Blvd, Ste 550 A-C	Yorba Linda	CA	92887		
Eldon Hamrick	907-398-0466	58035 Carlyle Drive	Yucca Valley	CA	92284	Projected to open in TBD, CA	
Cross Training Investments, LLC	719-589-6520	177 Craft Dr, Ste 102	Alamosa	CO	81101		
Cross Training Investments, LLC	303-456-6667	5111 Kipling St, Unit 530	Arvada	CO	80033		
Justin Sousa and Michael Sousa	720-266-1181	6567 Taft Street	Arvada	CO	80004	Projected to open in TBD, CO	*
Profectus Investments, LLC	720-738-8800	18148 W 92nd Ln, Unit 200	Arvada	CO	80007		*
Runway2Fitness, LLC	303-782-9348	7420 S Gartrell Rd, Ste C	Aurora	CO	80016		
Squared, Ltd.	720-828-8998	5458 S Parker Rd	Aurora	CO	80015		
Benjamin Reese	303-530-7648	6565 Gunpark Dr, Ste 160	Boulder	CO	80301		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Greg Plavidal	303-443-1611	4800 Baseline Rd	Boulder	CO	80303		
Kelly Barton	720-609-9200	225 Pavilions Pl	Brighton	CO	80601		
CANON FAMILY FITNESS LLC and Brent Johnson	719-657-7771	304 N 16th St	Canon City	CO	81212		
GD3Capital LLC	303-872-8038	794 S Perry St, Unit B	Castle Rock	CO	80104		
Around the Clock Fitness LLC	719-260-2387	820 Village Center Dr	Colorado Springs	CO	80919		
Bonn Franks	719-284-5200	6945 Austin Bluffs Pkwy	Colorado Springs	CO	80923		
Cross Training Assets, LLC	303-838-1130	10853 US Hwy 285, Suite C	Conifer	CO	80433		
Daniel Sachtleben and Roxanne Sachtleben	303-912-8077	10975 Elizabeth Drive	Conifer	CO	80433	Projected to open in Buena Vista, CO	*
Daniel Sachtleben and Roxanne Sachtleben	303-912-8077	10975 Elizabeth Drive	Conifer	CO	80433	Projected to open in Gunnison, CO	*
Hecht Wright, LLC	970-874-5000	300 Stafford Ln	Delta	CO	81416		*
Chris Schultz Fitness, LLC	303-558-1555	1244 E Colfax Ave	Denver	CO	80218		
FG Development, LLC	303-728-3424	1350 S Colorado Blvd, Ste 140	Denver	CO	80222		
FG Fitness 1, LLC	720-475-0072	3698 W 44th Ave, Ste G	Denver	CO	80211		
Kimberly Lewis and William Lewis	803-361-7233	8455 E. 49th Drive	Denver	CO	80238	Projected to open in Denver, CO	*
Michael Jenulis and Kathryn Jenulis	303-876-0997	6005 E Colfax	Denver	CO	80220		
Fit 4 Life, LLC	970-259-3007	125 Mercado St., Ste. 115	Durango	CO	81301		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
James Worrell	720-663-1348	155 W Hampden Ave	Englewood	CO	80110		
Hays Fitness, LLC	308-440-4911	680 Summerset Ct.	Estes Park	CO	80517	Projected to open in Hays, KS	
Timothy Kellerman and Jaclyn James	303-670-1496	3897 - 3901 Evergreen Pkwy	Evergreen	CO	80439		
JIM Enterprises LLC	301-741-8729	7606 Old Spec Rd	Falcon	CO	80831	Projected to open in Colorado Springs, CO	*
JIM Enterprises LLC	301-741-8729	7606 Old Spec Rd	Falcon	CO	80831	Projected to open in Colorado Springs, CO	*
JIM Enterprises LLC	301-741-8729	7606 Old Spec Rd	Falcon	CO	80831	Projected to open in Castle Rock, CO	*
Fit For You, LLC	303-772-2660	4445 City Centre Rd, Ste 100	Firestone	CO	80504		
HealthNuts, LLC	970-295-4010	302 S College Ave, Ste 110	Fort Collins	CO	80524		
Ronnie Stuart and Christopher Cattolica	970-223-2248	814 W Drake Rd	Fort Collins	CO	80526		
J & J Enterprise, LLC	719-392-4430	6436 S Hwy 85/87, Ste F	Fountain	CO	80817		
Roaring Fork Fitness LLC	970-945-6000	7025 Colorado 82, Building 1 - Unit 3A	Glenwood Springs	CO	81601		
Cross Training Investments, LLC	720-746-1000	393 N Washington Ave, Ste B	Golden	CO	80403		
Hecht Mesa Fitness, LLC	970-242-7200	2740 Hwy 50	Grand Junction	CO	81503		
JAF Investments Inc.	970-352-3640	4855 W 10th St	Greeley	CO	80634		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Family Fitness Group, Inc.	970-663-4517	4872 Thompson Pkwy	Johnstown	CO	80534		
T-Hamer Fitness, LLC	720-890-7437	325 Waneka Pkwy	Lafayette	CO	80026		
Kelly Barton	303-419-7246	3948 S Allison Ct	Lakewood	CO	80235	Projected to open in Falcon, CO	
Anytime 677, LLC	303-948-1911	7580 S Pierce St, Units 6 & 7	Littleton	CO	80128		
BD Kern Investments, LLC	303-794-4235	1500 W Littleton Blvd, Stes 100-100B	Littleton	CO	80120		
Cross Training Investments, LLC	303-776-2633	1111 Francis St	Longmont	CO	80501		
Loveland ATF, LLC	970-203-0800	324 W 37th St, Units 320,324,328	Loveland	CO	80538		
Steve Rand	719-368-8525	1107 Eagle Dr	Loveland	CO	80537		*
Nicole Grine	720-255-5836	P.O. Box 104	Mead	CO	80542	Projected to open in Frederick, CO	*
Nicole Grine	720-255-5836	P.O. Box 104	Mead	CO	80542	Projected to open in Erie, CO	*
Nicole Grine	970-805-0073	301 S Main St	Mead	CO	80542		
Nicole Grine	970-578-3550	1750 Broad St	Milliken	CO	80543		*
Timothy Raymond Hecht	970-249-5557	1544 Oxbow Dr, Ste 270	Montrose	CO	81401		
Spence & Fuselier Fitness, LLC	719-374-5821	1737 Lk Woodmoor Dr	Monument	CO	80132		
SASCI LLC	303-450-6200	420 E 120th Ave, Ste B11	Northglenn	CO	80233		
OODA Inc.	303-981-6891	10719 Arrowhead Ln	Parker	CO	80138	Projected to open in Littleton, CO	

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Runway 2 Fitness, LLC	720-936-7059	15778 E Windbreak Ln	Parker	CO	80134	Projected to open in Elizabeth, CO	*
Runway 2 Fitness, LLC	720-936-7059	15778 E Windbreak Ln	Parker	CO	80134	Projected to open in Parker, CO	*
Runway 2 Fitness, LLC	720-936-7059	15778 E Windbreak Ln	Parker	CO	80134	Projected to open in TBD, CO	*
Daniel Sachtleben and Roxanne Sachtleben	719-626-2121	9985 D Hwy 50	Poncha Springs	CO	81242		*
Kimberly Lewis and William Lewis	720-242-9948	9165 E Northfield Blvd, Ste 155	Stapleton	CO	80238		*
Double Lane Enterprises, LLC	970-875-1130	1875 Central Park Dr	Steamboat Springs	CO	80477		*
Cross Training Assets, LLC	970-522-2500	1115 W Main St	Sterling	CO	80751		
RC Forster Fitness LLC	970-472-6556	6556 Buttercup Dr, Unit 7	Wellington	CO	80549		
Renewed Fitness LLC	303-427-0365	9910 Wadsworth Pkwy	Westminster	CO	80021		
Windsor 247 Fitness, Inc.	970-674-3304	1159 W Main St	Windsor	CO	80550		
Fitness 4 U, LLC	860-267-1001	493 Westchester Rd	Colchester	CT	06415		
Andrew Breton and Scott Regina	860-635-4024	51 Shunpike Rd, Unit 51-27	Cromwell	CT	06416		
Jeffrey Merriam	860-322-3987	190 Main St	Deep River	CT	06417		
Andrew Breton and Scott Regina	860-871-1234	89 W Rd	Ellington	CT	06029		*
Andrew Breton and Scott Regina	860-470-5110	188 Main St	Farmington	CT	06032		
Andrew Breton & Scott Regina	860-430-5308	38-2868 Main St	Glastonbury	CT	06033		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Andrew Breton and Scott Regina	860-413-3737	5-9 Bank St	Granby	CT	06035		*
Madigan Fitness, LLC	860-445-2348	441 Long Hill Rd	Groton	CT	06340		
MV Lisbon, LLC	860-376-3225	160 River Rd	Lisbon	CT	06351		
Jeffrey Merriam	203-421-2091	492-508 Old Toll Rd	Madison	CT	06443		
Brase, Inc.	860-432-1300	238-A Tolland Tpke.	Manchester	CT	06042		
ATF Newington, LLC	860-770-6013	3310 Berlin Tpke	Newington	CT	06111		
Lymak Fitness, LLC	860-691-1611	17 Liberty Way	Niantic	CT	06357		
Herb Wieland and Elizabeth Wieland	860-388-1200	50 Main St	Old Saybrook	CT	06475		
Murray Krinsky and Jared Krinsky	203-713-8686	560 Boston Post Rd.	Orange	CT	06477		
J & TAF, LLC	860-315-9012	62 Providence Pike	Putnam	CT	06260		
Lynnea Mahlke and Axel Mahlke	860-850-1010	24 Hartford Rd	Salem	CT	06420		*
ATF Somers, LLC	860-265-3009	95 S. Rd.	Somers	CT	06071		
Andrew Breton and Scott Regina	860-621-7200	825 Queen Street	Southington	CT	06489		*
AF Dynasty LLC	860-848-0383	2020 Norwich New London Tpke, Unit 8	Uncasville	CT	06382		
O.I.N.O. G.C., LLC	203-527-5670	152 Chase Ave	Waterbury	CT	06704		
Andrew Breton	714-717-5613	1110 Boulevard	West Hartford	CT	06119	Projected to open in South Windsor, CT	*
Andrew Breton	714-717-5613	1110 Boulevard	West Hartford	CT	06119	Projected to open in Canton, CT	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Andrew Breton & Scott Regina	860-570-0123	340 N Main St	West Hartford	CT	06117		
Andrew Breton and Scott Regina	714-717-5613	1110 Boulevard	West Hartford	CT	06119	Projected to open in Enfield, CT	*
Andrew Breton and Scott Regina	714-717-5613	1110 Boulevard	West Hartford	CT	06119	Projected to open in Newington, CT	
AF Wilton, LLC	203-210-7474	84 Danbury Rd	Wilton	CT	06897		
Andrew Breton and Scott Regina	860-219-0014	1065 Kennedy Rd	Windsor	CT	06095		*
Christian Paris, Robert S. Fitzgerald & Joseph Nastasi Sr.	302-834-2348	235 Governors Pl	Bear	DE	19701		*
George Sakellis and John Dimarhos	302-907-0373	38627 Benro Dr	Delmar	DE	19940		*
Iron Bar, LLC	302-239-4800	702 Lantana Dr	Hockessin	DE	19707		
Second Bloom, LLC	302-212-6151	17400 N Village Main Blvd	Lewes	DE	19958		
Christian Paris, Robert S. Fitzgerald and Joseph Nastasi Sr.	302-533-7773	247 S Main St	Newark	DE	19711		*
DSN Corporation	302-738-3040	660 Plaza Dr	Newark	DE	19702		
Sites Fitness of Delaware, LLC	302-533-6040	201 Louviers Dr	Newark	DE	19711		
Daniel Wandless, John Weiss, Christopher Wise and Ann Marie Gulden	302-653-4496	599 Jimmy Dr, Stes 17,18,19-20	Smyrna	DE	19977		
AF Wilmington 1383 LLC	302-475-2400	1812 Marsh Rd	Wilmington	DE	19810		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Wilfred Ellis	386-518-5277	15202 NW 147th Dr	Alachua	FL	32615		
Alpha Fitness LLC	407-462-4444	851 S State Rd 434	Altamonte Springs	FL	32714		
Jim's Gyms, LLC	813-641-7171	6110 Hwy 41 N	Apollo Beach	FL	33572		*
Choate Holdings, LLC	863-240-0871	1309 East Oak St	Arcadia	FL	34266		
Todd Altom	863-965-4695	444 Havendale Blvd	Auburndale	FL	33823		
Richard Hayes, Jr.	863-784-0478	906 US 27 S	Avon Park	FL	33825		
Carle Fitness Centers, LLC	863-537-7123	145 E Van Fleet Dr	Bartow	FL	33830		
GetFit Bayshore Gardens, LLC	941-756-7084	6144 14th St W	Bayshore Gardens	FL	34207		*
Jeff Stanton Fitness L.L.C.	239-494-1427	24600 S Tamiami Trl	Bonita Springs	FL	34134		
GetFit Ventures, LLC	224-250-0320	326 Compass Point Drive, Unit 202	Bradenton	FL	34209	Projected to open in Palmetto, FL	*
GetFit Ventures, LLC	224-250-0320	326 Compass Point Drive, Unit 202	Bradenton	FL	34209	Projected to open in TBD, FL	*
GetFit Westgate, LLC	941-216-3112	4001 Manatee Ave W	Bradenton	FL	34205		*
Sergei Jazexhiu and Biklen Jazexhiu	757-589-0153	16610 6th Ave E	Bradenton	FL	34212	Projected to open in Sarasota, FL	
Vanderbrook Ventures, LLC	941-746-5191	4320 E SR-64 Manatee Ave E	Bradenton	FL	34208		
Fitness24 of Florida, Inc.	352-397-4862	19340 Cortez Blvd	Brooksville	FL	34601		*
Fitness24 of Ridge Manor, LLC	352-667-7700	31182 Cortez Blvd	Brooksville	FL	34602		
MB Health & Fitness, Inc.	352-569-1015	2221 W. County Rd. 48, Ste.101	Bushnell	FL	33513		
Palm Coast Fitness, LLC	904-879-2747	450077 SR 200	Callahan	FL	32011		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Cantonment Fitness, LLC	850-937-7660	470 US-29	Cantonment	FL	32533		
EHB, Inc.	239-283-5900	2354 Surfside Blvd	Cape Coral	FL	33991		*
EHB, Inc.	239-549-3488	2708 Santa Barbara Blvd	Cape Coral	FL	33914		*
SJ Cape Coral, Inc.	239-573-8805	130 S Del Prado Blvd	Cape Coral	FL	33990		
Divita Fitness Corporation	407-636-4000	3950 S US Hwy 17-92	Casselberry	FL	32707		
B. Marc Sinclair	727-216-6378	701 Cleveland St	Clearwater	FL	33755		
David LaGree, April Calderon and John Nolan	727-712-1575	2522 McMullen Booth Rd, Unit B	Clearwater	FL	33761		
David LaGree, April Calderon and John Nolan	727-781-2222	30210 US Hwy 19 N	Clearwater	FL	33761		
Desire to Achieve Fitness, LLC	727-330-7664	1595 S Highland	Clearwater	FL	33756		
B & A Health Movement, Inc.	352-432-3901	2570 E Hwy 50	Clermont	FL	34711		
H & S Fitness, Inc.	352-394-3339	17445 US Hwy 192	Clermont	FL	34714		
Goodtime Health & Fitness LLC	321-735-4815	2311 SR 524	Cocoa	FL	32926		*
Chris Roberts and Michelle Roberts	850-926-2010	635 Wakulla-Arran Rd	Crawfordville	FL	32327		
Mark Liptak	352-794-6161	2010 SE US Hwy 19	Crystal River	FL	34429		
Eric Smith Enterprises Inc.	352-437-5900	14540 7th St	Dade City	FL	33523		
Todd Altom and Bruce Klein	863-439-8202	7982 Lk Wilson Rd	Davenport	FL	33896		
Goodtime Madison LLC	321-301-5520	120 Ivydale Manor Dr	Deland	FL	32724	Projected to open in Madison, FL	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Goodtime Health & Fitness LLC	386-259-9894	1382 Howland Blvd	Deltona	FL	32738		*
David LaGree, April Calderon and John Nolan	727-733-1100	1471 Main St	Dunedin	FL	34698		
Mills Fitness LLC	904-432-8120	474285 E. State Rd. 200	Fernandina Beach	FL	32034		
Anytime Wellness, LLC	239-481-2237	9211 College Pkwy	Fort Myers	FL	33919		
Matthew Warner and Aaron Simpson	239-931-0983	9861 Bernwood Pl Dr	Fort Myers	FL	33966		
Primetime Gyms, LLC	219-771-5318	12561 Villagio Way	Fort Myers	FL	33912	Projected to open in Elgin, IL	*
Primetime Gyms, LLC	219-771-5318	12561 Villagio Way	Fort Myers	FL	33912	Projected to open in Berry Hill, TN	*
LK Group Holding Company	772-461-2348	701 Orange Ave	Fort Pierce	FL	34950		
JWMC ENTERPRISES, LLC	850-586-1747	339 Racetrack Rd NW	Fort Walton Beach	FL	32547		
Highlands Fitness Inc.	863-546-6010	36 W Wall St	Frostproof	FL	33843		
AF Beach, LLC	904-770-7941	540 State Rd 13	Fruit Cove	FL	32259		
Fitness Coaching, LLC	352-338-7722	7070 SW Archer Rd	Gainesville	FL	32608		
Rock'n Robin, LLC	850-932-1111	3729 Gulf Breeze Pkwy.	Gulf Breeze	FL	32563		
JJ & J Fitness, Inc.	863-421-3481	515 US Hwy 17-92 W	Haines City	FL	33844		
Vincent Rossetti	772-545-2030	11690 SE Federal Hwy	Hobe Sound	FL	33455		
MDL Fitness, Inc.	352-503-6856	5723 S Suncoast Blvd	Homosassa	FL	34446		
BA Fitness LLC	352-274-5175	13235 State Rd 52, Suite 110	Hudson	FL	34669	Projected to open in Tampa, FL	

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Gold Par Holdings, LLC	727-857-2698	13235 SR-52	Hudson	FL	34669		
Jessie Feast, Crystal Feast and Colleen Tully	727-378-1400	13720 Little Rd	Hudson	FL	34667		
Fitness24 of Florida, Inc.	352-400-4894	345 E Highland Blvd	Inverness	FL	34452		*
AF North Florida LLC	904-723-1766	100 N Laura St	Jacksonville	FL	32202		
AF North Florida LLC	904-738-8888	2467 Faye Rd	Jacksonville	FL	32226		
AF North Florida LLC	904-807-9800	2683 St. Johns Bluff Rd S	Jacksonville	FL	32246		
Glen Cacciapouti	904-786-7878	1523 Chaffee Rd	Jacksonville	FL	32221		
McKay's Optimal Health, LLC	904-731-7900	5613-2 San Jose Blvd	Jacksonville	FL	32207		
P & W Dynasty, LLC	904-619-0003	5541 Roosevelt Blvd	Jacksonville	FL	32244		
Michael Brashear	305-741-7754	3104 Flagler Avenue	Key West	FL	33040		
E&A Fitness Inc.	407-978-6944	1713 Business Ctr Ln	Kissimmee	FL	34758		
ATF Villages, Inc	352-633-0868	510 E Hwy 466	Lady Lake	FL	32159		
Rock Fitness, Inc.	386-754-1724	1191 SW Bascom Norris Dr, Ste 103	Lake City	FL	32025		
GLH Fitness, Inc.	863-659-1647	138 Plz Ave	Lake Placid	FL	33852		
Lake Wales Fitness, LLC	863-678-9999	1318 SR 60	Lake Wales	FL	33853		
Richard Hayes, Jr., Heidi Hayes and Todd Altom	863-949-4819	23749 Hwy 27	Lake Wales	FL	33859		
BNG Fitness, LLC	863-937-9783	6914-6928 S Florida Ave	Lakeland	FL	33813		
CNFJ Fitness, LLC	863-800-0207	4695 E CR-540A	Lakeland	FL	33813		*
Fitness Partners Holdings PA OZ, LLC	818-219-4993	7561 Divot Loop	Lakewood Ranch	FL	34202	Projected to open in Meadville, PA	

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Fitness Partners Holdings PA OZ, LLC	818-219-4993	7561 Divot Loop	Lakewood Ranch	FL	34202	Projected to open in Bradford, PA	*
Fitness Partners Holdings PA OZ, LLC	818-219-4993	7561 Divot Loop	Lakewood Ranch	FL	34202	Projected to open in Lewistown, PA	
Fitness Partners Holdings PA OZ, LLC	818-219-4993	7561 Divot Loop	Lakewood Ranch	FL	34202	Projected to open in Clarion, PA	*
Fitness Partners Holdings PA OZ, LLC	818-219-4993	7561 Divot Loop	Lakewood Ranch	FL	34202	Projected to open in Franklin, PA	*
Fitness Partners Holdings PA OZ, LLC	818-219-4993	7561 Divot Loop	Lakewood Ranch	FL	34202	Projected to open in Huntingdon, PA	*
Fitness Partners Holdings PA OZ, LLC	818-219-4993	7561 Divot Loop	Lakewood Ranch	FL	34202	Projected to open in Somerset, PA	*
Fitness Partners Holdings PA, LLC	818-219-4993	7561 Divot Loop	Lakewood Ranch	FL	34202	Projected to open in Punxsutawney, PA	*
Fitness Partners Holdings, LLC	818-219-4993	7561 Divot Loop	Lakewood Ranch	FL	34202	Projected to open in Clearfield, PA	*
Logic Fitness, LLC	727-388-7009	5395 E Bay Dr	Largo	FL	33764		
Triumph Fit, Inc.	727-388-9010	11700 Oakhurst Rd	Largo	FL	33774		
Mark Liptak	352-270-8868	2668 W Woodview Ln	Lecanto	FL	34461		
KT Management, Inc.	352-742-2008	10700 US Hwy 441, Ste 106-107-108	Leesburg	FL	34788		
Ronald & Monica Rigaud	813-438-8474	16144 Churchview Dr. Ste 201, Second Floor	Lithia	FL	33547		
ANV Fitness, LLC	813-575-8879	1408 N Dale Mabry Hwy	Lutz	FL	33548		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
GMJ Fitness, LLC	904-397-0370	788 S 6th St	MacClenny	FL	32063		
Hughes Capital Group, LLC	321-473-8923	1515 Palm Bay Rd	Melbourne	FL	32905		
KY FIT LLC	321-242-0525	1270 N Wickham Rd	Melbourne	FL	32935		
Suntree Fit LLC	321-622-6750	6300 N Wickham Rd	Melbourne	FL	32940		*
Adamson Enterprises, Inc.	850-623-3348	6568 Caroline St	Milton	FL	32570		
Ararat Fitness, LLC	352-308-8126	17195 US Hwy 441	Mt. Dora	FL	32757		
Fitness by Pete, LLC	239-261-2610	13040 Livingston Rd., Unit 17-18	Naples	FL	34105		
Mission Hills Fitness	239-262-3348	7550 Mission Hills Dr	Naples	FL	34119		
Woehrle Health & Fitness, Inc.	239-659-2002	9960 Business Crl, Ste 1	Naples	FL	34112		
Stacey Nunez and Shelton Nunez III	850-496-4621	2125 Vizcaya Dr	Navarre	FL	32566	Projected to open in Navarre, FL	
Trinity GPH LLC	727-992-2228	8847 Mitchell Blvd	New Port Richey	FL	34655		*
SH Capital AT-2 LLC	941-426-9017	1151 S Sumter Blvd	North Port	FL	34287		*
Delany Fitness, LLC	352-624-7393	3290 SE. 58th Ave.	Ocala	FL	34480		
Mark Liptak	352-237-8335	8585 SW Hwy 200, Ste 17	Ocala	FL	34481		
OMT Fitness Inc.	352-237-1848	3930 SW. 42nd St., Ste. 103	Ocala	FL	34474		
RZ Fitness LLC	407-588-1596	9679 W. Colonial Dr	Ocoee	FL	34761		
James Magliulo	813-926-6777	17765 Gunn Hwy	Odessa	FL	33556		
Lions Den Fitness, LLC	813-333-9900	16244 State Rd 54	Odessa	FL	33556		
ATL Investment Group, Inc.	407-985-5849	4112 W. Town Ctr. Blvd.	Orlando	FL	32837		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
David DeMerchant and Joseph Luther	407-736-9893	2504 S Alafaya Trl, Units 320-340	Orlando	FL	32828		
GKJRWPFL Inc.	407-573-2500	2300 S Chickasaw Trail	Orlando	FL	32825		
Nicholas and Manuela Pitta Carter	407-532-3344	2425 A S Hiawassee Rd	Orlando	FL	32835		
NSY, Inc.	407-482-2888	4446 Curry Ford Rd	Orlando	FL	32812		
PD Jaamm, LLC	407-917-3727	13807 Landstar Blvd, Ste 160	Orlando	FL	32824		
Westlake Fitness, LLC	813-361-8354	12054 Lazio Lane	Orlando	FL	32847	Projected to open in TBD, CA	*
Gym Dawg, LLC	386-677-8600	302 N Nova Rd	Ormond Beach	FL	32174		
Springer Ventures, LLC	941-441-9600	1276 S Tamiami Trail	Osprey	FL	34229		
Rock'n Robin, LLC	850-995-2447	4805 US Hwy 90	Pace	FL	32571		
David DeMerchant and Joseph Luther	321-821-4640	580 Malaber Rd SE	Palm Bay	FL	32907		
LLL & Associates, LLC	772-223-5515	4185 SW. High Meadows Ave.	Palm City	FL	34990		
James & Carmen Buckmeier	386-445-4945	260 Cypress Edge Dr., Ste. 106	Palm Coast	FL	32164		
Florida Fitness 8, LLC	727-266-4126	679 Alderman Rd	Palm Harbor	FL	34683		
VMP Fitness, LLC	727-330-7545	4942 Ridgemoor Blvd	Palm Harbor	FL	34685		
GetFit Ventures, LLC	941-417-7432	609 10th St E	Palmetto	FL	34221		*
Lead-2-Inspire Group, LLC	954-346-2002	7613 N SR 7	Parkland	FL	33067		
AMS 24/7 Fitness, Inc.	941-981-3821	8332 US 301 N.	Parrish	FL	34219		
Adamson Fitness LLC	850-497-6644	3 W. Nine Mile Rd, Ste 8	Pensacola	FL	32534		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
New Life Fitness2, LLC	850-969-1348	6301 N 9th Ave, Ste 3-5	Pensacola	FL	32504		
New Life Fitness2, LLC	850-435-4300	9075 W Hwy 98	Pensacola	FL	32506		
Rock'n Robin, LLC	850-469-1144	100 S. Alcaniz St.	Pensacola	FL	32502		
Triumph Fit, Inc.	727-388-9015	7620 66th St	Pinellas Park	FL	33781		
Egression, Inc.	813-567-1057	2402 James L. Redman Pkwy	Plant City	FL	33566		
A & C Fitness Corp	407-847-4144	1064 Cypress Pkwy	Poinciana	FL	34759		
XTremeTB, Inc.	561-757-1923	1161 S Federal Hwy	Pompano Beach	FL	33062	Projected to open in Fort Lauderdale, FL	*
XTremeTB, Inc.	561-757-1923	1161 S Federal Hwy	Pompano Beach	FL	33062	Projected to open in TBD, FL	*
XTremeTB, Inc.	754-999-0247	1161 S Federal Hwy	Pompano Beach	FL	33062		*
Big D Fitness, LLC	904-395-2500	880 A1A N, Ste 17B	Ponte Vedra Beach	FL	32082		*
SH Capital AT-LLC	941-764-7227	24001 Peachland Blvd, Unit 10	Port Charlotte	FL	33954		*
North Star Fitness Centers, Inc.	386-243-5640	3761 S Nova Rd	Port Orange	FL	32129		
Fitness24 of Port Richey LLC	727-835-5550	10053 US-19	Port Richey	FL	34668		
Anytime PSL, LLC	772-344-6620	230 SW Port Saint Lucie Blvd	Port Saint Lucie	FL	34984		
Matthew Manciangli and Nunzio Manciangli	772-343-0758	802 SE Becker Rd	Port St. Lucie	FL	34984		
Karo Brothers, Inc.	941-347-8540	3941 Tamiami Tr, Unit 3165	Punta Gorda	FL	33950		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Brandon Fitness, LLC	813-269-8463	10875 Bloomingdale Ave	Riverview	FL	33578		
DPGC Fitness, LLC	813-677-4800	13184 US Hwy 301 S	Riverview	FL	33579		
Amber Davidson and Robert Kaleda	941-828-0151	41 Chailett Rd	Rotonda West	FL	33947		
Ancient City Fitness Ventures, Inc.	904-297-2300	4010 US Hwy 1 S	Saint Augustine	FL	32086		
Bo Kern	940-390-9011	183 Bay Circle Drive	Santa Rosa Beach	FL	32459	Projected to open in Santa Rosa, FL	*
Bo Kern	940-390-9011	183 Bay Circle Drive	Santa Rosa Beach	FL	32459	Projected to open in Destin, FL	*
Fairchild Fitness Inc.	941-926-3300	4057 Clark Rd	Sarasota	FL	34233		
Goodtime Health & Fitness, LLC	941-227-3481	1058 N Tamiami Trl	Sarasota	FL	34236		
Luchian Bercea & Aura Nicolae	772-589-4486	9360 90th Ave, Ste 105	Sebastian	FL	32958		
Cronin Enterprises, Inc.	352-556-4829	4207 Mariner Blvd	Spring Hill	FL	34609		
Investment Pros of FL LLC	352-606-2842	1267 Wendy Ct	Spring Hill	FL	34607		
Peter McNamara	352-799-9200	14223 Powell Rd	Spring Hill	FL	34609		
S & S Fitness, LLC	727-502-9100	900 Central Ave	St Petersburg	FL	33705		
Go Team Orange, LLC	904-540-3356	233 Fiddlers Point Drive	St. Augustine	FL	32080	Projected to open in St Johns, FL	*
Goodtime Health & Fitness LLC	407-891-9111	3380 Canoe Crk. Rd.	St. Cloud	FL	34772		*
David LaGree	727-954-3492	10660 Gandy Blvd N	St. Petersburg	FL	33702		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Florida Fitness 49th Street, LLC	727-388-9766	3725 49th St N	St. Petersburg	FL	33710		
Michael Murphy	727-345-1213	6800 Gulfport Blvd S	St. Petersburg	FL	33707		*
Michael Murphy	727-864-0333	4949 34th St S	St. Petersburg	FL	33711		*
Triumph Fit, Inc.	727-388-1314	4055 Tyrone Blvd, Bdg B	St. Petersburg	FL	33709		
Victor Ravelo	904-964-3488	448 W Madison St	Starke	FL	32091		
ATF Summerfield, Inc.	352-307-0700	16770 S Hwy 441, Ste 605	Summerfield	FL	34491		
Freedom Fitness, LLC	813-812-6248	3730-3846 SR-674	Sun City Center	FL	33573		
Yousef Musleh	954-749-8600	10144 W Oakland Park Blvd	Sunrise	FL	33351		
James Slack	850-671-2225	3219 Apalachee Pkwy	Tallahassee	FL	32311		
J-Fit, Inc.	850-385-2348	6615 Mahan Dr, Ste 310	Tallahassee	FL	32308		
Mike Hamilton	850-561-1348	1940 Monroe St	Tallahassee	FL	32303		
Baron Forkush and Sheng Jiang	813-886-9747	8424 W Hillsborough Ave	Tampa	FL	33615		
Fitness Professional 1, LLC	813-392-2728	2905 W Kennedy Blvd	Tampa	FL	33609		
Fitness24 of North Tampa, LLC	813-264-1861	11113 N Dale Mabry Hwy	Tampa	FL	33618		
Florida Fitness 7, LLC	813-792-2900	9602 W Linebaugh Ave	Tampa	FL	33626		
Simply FIT, LLC	904-735-3663	4925 White Sanderling Ct	Tampa	FL	33619	Projected to open in Largo, FL	
Hollie Weinheim	727-943-0400	402 S Pinellas Ave	Tarpon Springs	FL	34689		
Fitness24 of Temple Terrace, LLC	813-425-5000	9225 N 56th St	Temple Terrace	FL	33617		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
John Harshman and Theresa Harshman	321-264-0304	722 Cheney Hwy	Titusville	FL	32780		
Treasure Coast Health and Fitness, LLC	772-562-5090	755 27th Ave SW, Ste. 5	Vero Beach	FL	32968		
Wauchula Health and Fitness, Inc.	863-767-1555	1030 S 6th Ave	Wauchula	FL	33873		
Tyler Pohjolainen	352-293-3844	9573 Commercial Way US-19	Weeki Wachee	FL	34613		*
Carle Fitness Centers, LLC	813-994-1912	27325 Wesley Chapel Blvd	Wesley Chapel	FL	33543		*
MJPK Enterprises, Inc.	813-929-3191	1041 Bruce B Downs Blvd, New Tampa	Wesley Chapel	FL	33544		
Robert Jenkins	302-379-2233	30734 Chesapeake Bay Drive	Wesley Chapel	FL	33543	Projected to open in Tampa, FL	
Vincent Borriello	561-508-9393	6901 Okeechobee Blvd	West Palm Beach	FL	33411		
Michael Brashear and Lawrence E. Taylor	352-399-2977	6866 E SR-44	Wildwood	FL	34785		
WAGFL, LLC	407-217-6496	10665 Village Lake Road, Ste 100	Windermere	FL	34786		
Bruce Klein	845-494-3199	9279 Busaco Parkway	Winter Garden	FL	34787	Projected to open in Winter Garden, FL	
Ferlima Fitness LLC	718-314-7644	7122 Ticklegrass st	Winter Garden	FL	34787	Projected to open in Montclair, NJ	
Tin2 Fitness Inc.	407-587-9500	4918 Wildwood Point Rd	Winter Garden	FL	34787	Projected to open in Winter Garden, FL	

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Tin2 Fitness Inc.	407-587-9500	4918 Wildwood Point Rd	Winter Garden	FL	34787	Projected to open in Williamsburg, FL	
W H Fitness Corporation	863-280 6954	710 Cypress Gardens Blvd.	Winter Haven	FL	33880		
Perks Fitness Holdings, LLC	321-972-5833	958 Orange Ave.	Winter Park	FL	32789		
Mills Fitness LLC	904-225-8400	463688 SR 200	Yulee	FL	32097		
Carle Fitness Centers, LLC	813-395-5963	7341 Gall Blvd	Zephyrhills	FL	33541		*
Carle Fitness Centers, LLC	813-815-9021	34617 SR-54 W.	Zephyrhills	FL	33541		
Tyler Pohjolainen	813-385-1322	7628 Weehawken Dr	Zephyrhills	FL	33540	Projected to open in The Villages, FL	*
Tyler Pohjolainen	813-385-1322	7628 Weehawken Dr	Zephyrhills	FL	33540	Projected to open in Orlando, FL	*
Faith and Fitness, LLC	770-421-6000	1727 Mars Hill Rd, Ste 13	Acworth	GA	30101		
Faith and Fitness, LLC	770-966-1200	2483 Cedarcrest Rd	Acworth	GA	30101		
Adam Gatzemeier	229-223-3195	1221 W 4th St	Adel	GA	31620		
SR&M Strength of Alma, Inc.	912-632-8223	1020 S Pierce St	Alma	GA	31510		
DHL, Inc.	678-513-2448	5905 Atlanta Hwy	Alpharetta	GA	30004		
Fitzpatrick Enterprises Fitness Inc.	678-585-6609	8465 Holcomb Brg Rd	Alpharetta	GA	30022		
Fitzpatrick Enterprises Fitness Inc.	770-751-1837	270 Rucker Rd	Alpharetta	GA	30004		
NSK Fitness LLC	470-246-5930	670 North Main Street	Alpharetta	GA	30004		
SH Capital GAT-4 LLC	706-353 6455	3190 Atlanta Hwy, #1	Athens	GA	30606		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
SH Partners LLC	706-850-8882	4050 Lexington Rd	Athens	GA	30605		
Daniella Harris & Brennan Archer	404-343-6017	4920 Roswell Rd NE	Atlanta	GA	30342		
Daniella Harris and Brennan Archer	404-549-3523	550 Pharr Rd NE	Atlanta	GA	30305		
Robert Holloway	404-963-5739	1375 Peachtree St NE	Atlanta	GA	30309		
SH Capital GAT-3 LLC	770-339-0134	1654 Atlanta Hwy	Auburn	GA	30011		
Jim Slack	229-246-0021	1415 Tallahassee Hwy	Bainbridge	GA	39819		
SR&M Anytime of Barnesville, Inc.	678-359-1800	816 College Dr	Barnesville	GA	30204		*
SR&M Wellness of Baxley, Inc.	912-705-3488	214 Central St	Baxley	GA	31513		
Youmans Fitness, LLC	912-807-1110	322 Main St	Blackshear	GA	31516		
JG Fitness, LLC	770-967-1296	5757 Old Winder Hwy	Braselton	GA	30517		
CEB Fitness Enterprises, LLC	912-275-8005	24 Canal Rd	Brunswick	GA	31525		
RTFM Solutions LLC	470-589-7003	1328 Buford Hwy NE	Buford	GA	30518		*
AFHickory, LLC	770-345-4387	6776 Hickory Flat Hwy	Canton	GA	30115		
AFHolly, LLC	770-720-1831	3753 Marietta Hwy, #125	Canton	GA	30114		
AFRiverstone, LLC	678-880-1776	110 Bluffs Pkwy	Canton	GA	30114		
Jeff O'Mara and Shane Barker	770-387-0784	10 Slopes Dr.	Cartersville	GA	30120		
Jeffrey O'Mara	470-227-8100	790 Euharlee Rd	Cartersville	GA	30120		*
Get Some II, LLC	706-865-6461	1801 Hwy. 129 S., Ste. A-C	Cleveland	GA	30528		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
BAK Fitness LLC	706-530-5900	7600 Schomburg Rd	Columbus	GA	31909		
Monster Dome South, LLC	706-894-1234	275 Habersham Vlg Cir	Cornelia	GA	30531		
DHL 1, LLC	678-513-2448	1735 Buford Hwy	Cumming	GA	30041		
Harris Enterprises II, LLC	770-888-9979	3545 Rowe Lane	Cumming	GA	30041		
RTFM Solutions LLC	770-366-7386	7510 Antique Barn Ave	Cumming	GA	30041	Projected to open in TBD, GA	*
RTFM Solutions LLC	770-366-7386	7510 Antique Barn Ave	Cumming	GA	30041	Projected to open in TBD, GA	*
Wes Shemwell	678-455-7477	515 Sawnee Corners Blvd, Suite 400	Cumming	GA	30040		
SH Capital Gat-6, LLC	770-236-8700	720 Dacula Rd, Ste 3A	Dacula	GA	30019		
RTFM SOLUTIONS LLC	770-614-8588	2240 Hamilton Creek Parkway, Ste 500	Dacula Hamilton Mill	GA	30019		
Harris Enterprises II, LLC	706-216-2200	142 Prestige Ln, Stes 400-600	Dawsonville	GA	30534		
Extreme Body Fitness, LLC	770-674-4185	4760 Flat Shoals Pkwy.	Decatur	GA	30034		
Bfit AF LLC	912-331-1501	1310 S. Madison Ave.	Douglas	GA	31533		
C&NB Enterprises llc	478-353-1041	2103 Veterans Blvd	Dublin	GA	31021		
JHF Enterprises LLC	770-232-4949	2615 Peachtree Industrial Blvd	Duluth	GA	30097		
Moulton Fitness LLC	706-697-3488	96 Craig St, Stes 101-102	Ellijay	GA	30540		
Ultimate Extreme Fitness, LLC	727-421-3773	150 White Oak Ridge	Ellijay	GA	30530	Projected to open in TBD, FL	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Evans Wellness, LLC	706-503-5353	3110 William Few Pkwy	Evans	GA	30809		
KAS Enterprises of GA, Inc.	678-450-1120	4029 Winder Hwy., Ste. 410-420	Flowery Branch	GA	30542		*
S&R Fitness, Inc.	912-496-7200	3658 S 2nd St	Folkston	GA	31537		
Burns Fitness, Inc.	770-535-0424	1500 Browns Rdg Rd, Unit M1-B	Gainesville	GA	30501		
Uzair, Inc.	912-22-1348	108 China St	Glennville	GA	30427		
Ultimate Health & Fitness, Inc.	706-910-1220	107 E Robinson Ave	Grovetown	GA	30813		
Total Fitness Hampton, LLC	770-473-6065	11191 Tara Blvd	Hampton	GA	30228		
Edward Blanchard	912-551-9134	124 E Jarman St, Ste 7	Hazlehurst	GA	31539		
Thomas Cornett	912-369-4967	435 EG Miles Pkwy	Hinesville	GA	31313		
SH Capital GAT-2 LLC	706-654-2909	6055 Hwy 124 W	Hoschton	GA	30680		
Ultimate Extreme Fitness, LLC	706-253-5555	1101 Old Philadelphia Rd	Jasper	GA	30143		*
Thomas Cornett	912-415-7049	348 S 1st St	Jesup	GA	31545		
Thomas Green	678-713-8373	9945 Jones Bridge Rd	Johns Creek	GA	30022		
Mills Fitness LLC	912-882-5500	109 Haddock Rd	Kingsland	GA	31548		
Goodtime Lakeland LLC	229-999-9868	81 South Valdosta Rd	Lakeland	GA	31635		*
Fitness247, LLC	678-743-5646	2003 Riverside Pkwy, Ste 202B	Lawrenceville	GA	30043		
Fitness247, LLC	770-237-9707	3153 Sugarloaf Pkwy, #106	Lawrenceville	GA	30045		
TITANI, LLC	770-338-1363	1475 Buford Dr, Ste 400	Lawrenceville	GA	30043		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Avenger Fitness, LLC	229-435-6300	1555 Hwy 19 S, Unit 14	Leesburg	GA	31763		
Jonathan Moore	770-466-8226	4060 Atlanta Hwy, Ste 1232	Loganville	GA	30052		
NCT Ventures, LLC	770-702-1080	4875 Floyd Rd SW	Mableton	GA	30126		*
ATLGYMMAC, LLC	770-345-4313	8016 Cumming Hwy, Ste 301	Macedonia	GA	30115		
Julian Segar and Judson Zachary	678-409-3858	1130 Warm Springs Hwy	Manchester	GA	31816		
KC Fitness LLC	770-592-5650	3595 Canton Rd	Marietta	GA	30066		
Natasha McFarlane	678-365-8120	3875 Winners Ct	Marietta	GA	30062	Projected to open in TBD, GA	
Robert Holloway and Libby Kelley	678-909-5095	4880 Lower Roswell Rd, Ste 520	Marietta	GA	30068		
Absolute Health & Fitness, Inc.	706-364-2447	341 Fury's Ferry Rd., Ste. 2	Martinez	GA	30907		
Complete Health & Fitness, Inc.	706-364-2418	4497-4 Columbia Rd.	Martinez	GA	30907		
D & K Total Fitness, LLC	678-432-3033	2168 Hwy 20 W	McDonough	GA	30253		
Marty Weatherford	770-266-6094	134 MLK Jr Blvd	Monroe	GA	30655		
Adam Gatzemeier	229-668-2348	803 1st Ave SE	Moultrie	GA	31768		
SR&M Fitness of Nashville, Inc.	229-686-1888	105 E Washington Ave	Nashville	GA	31639		
Jeff and Sheri Rhodes	229-796-9040	202 E 4th St	Ocilla	GA	31774		
Get Some, LLC	678-364-8787	1259 N Peachtree Pkwy	Peachtree City	GA	30269		
Southeast Fitness Group LLC	470-448-3912	3435 Medlock Bdg Rd	Peachtree Corners	GA	30092		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
SR&M Health of Perry, Inc.	478-987-3333	1040 Macon Rd	Perry	GA	31069		
Savannah Fitness Group, Inc.	912-748-3334	44 Traders Way	Pooler	GA	31322		
Eason Cable Enterprises LLC	912-557-1910	125 W Brazell St	Reidsville	GA	30453		
A Legge Up, LLC	912-226-6626	10200 Ford Ave	Richmond Hill	GA	31324		
Thomas Cornett	912-826-0110	501 N Ridge St	Rincon	GA	31326		
Matt Lein	770-241-1086	9420 Willeo Rd	Roswell	GA	30075		
SR&M Energy of Sandersville, Inc.	478-412-2770	618 South Harris St	Sandersville	GA	31082		*
Savannah Fitness Group, Inc.	912-495-8485	50 Berwick Blvd, Suite 160,170-180	Savannah	GA	31419		
Savannah Fitness Group, Inc.	912-897-1499	119 Charlotte Rd	Savannah	GA	31410		
Zachary Anderson	912-434-6446	16 Boardwalk Drive	St Simons Island	GA	31522		
Mills Fitness LLC	912-729-2447	2800 Osborne Rd	St. Mary's	GA	31558		
Point Satellite Fitness, LLC	770-400-0989	302 Satellite Blvd NE	Suwanee	GA	30024		
Goodtime Health & Fitness, LLC	229-226-6643	2734 E. Pinetree Blvd	Thomasville	GA	31792		
Miles E. Sears and Ray Hedgecock	229-387-3486	189 Virginia Ave S	Tifton	GA	31794		
A & E Fitness	229-247-9925	3143 C N. Ashley St.	Valdosta	GA	31602		
Eason Cable Enterprises LLC	912-537-2592	603 E 1st St	Vidalia	GA	30474		
SH Capital GAT-1 LLC	770-307-6865	217 E May St	Winder	GA	30680		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
SH Partners LLC	323-204-6650	31 S Center St, Suite 2A & B	Winder	GA	30680	Projected to open in TBD, GA	*
SH Partners LLC	323-204-6650	31 S Center St, Suite 2A & B	Winder	GA	30680	Projected to open in TBD, FL	*
Daniella Harris & Brennan Archer	678-402-1639	2340 Towne Lake Pkwy	Woodstock	GA	30189		
Band of Brothers Fitness Hawaii, LLC	808-200-1400	99-084 Kauhale St	Aiea	HI	96701		
TJ Fitness, LLC	808-373-6746	26 Hoolai St	Kailua	HI	96734		*
Band of Brothers Fitness Group Kakaako, LLC	254-423-6719	92-1075 Koio Drive, Villa E	Kapolei	HI	96707	Projected to open in Honolulu, HI	
Band of Brothers Fitness Group Strickland Bridge, LLC	254-423-6719	92-1075 Koio Drive, Villa E	Kapolei	HI	96707	Projected to open in Fayetteville, NC	
JC Fitness, LLC	808-343-6791	563 Farrington Hwy	Kapolei	HI	96707		*
Bethany Ross and Kalani Ross	808-856-0229	840 Wainee St , Ste E 1-3	Lahaina	HI	96761		
Pukalani Fitness, LLC	808-633-6463	24 Kiopaa St	Pukalani	HI	96768		
Kurt R. Higa and Thomas M. Higa	808-244-2348	54 Maui Lani Pkwy, Shops C, Store No. CC2	Wailuku	HI	96793		
JLB Fitness, LLC	515-993-3333	215 S 6th St, Ste A	Adel	IA	50003		
Nielsen Fitness, LLC	515-395-2472	1502 N Hwy 169	Algona	IA	50511		
Altoona Fitness Center, LLC	515-967-9222	160 Adventureland Dr, Ste E	Altoona	IA	50009		
Ames One Fitness, LLC	515-233-1353	823 Wheeler St, Ste 6	Ames	IA	50010		
Ames Three Fitness, LLC	515-232-9539	414 S 17th St	Ames	IA	50010		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Ames Two Fitness, LLC	515-268-0444	5820 W Lincoln Way, Ste 103	Ames	IA	50014		
K&K Jord, Inc.	515-965-4246	2505 SW White Birch Dr	Ankeny	IA	50023		
Kirk Jordison and Kelly Jordison	515-965-8844	2785 N Ankeny Blvd, Ste 15 - Briarwood Ctr	Ankeny	IA	50021		
J & A Fitness, LLC	712-243-8500	1520 E. 7th St.	Atlantic	IA	50022		
SBEU, Inc. and Jessica Serrano	563-505-9025	3260 Rdg Pointe Rd	Bettendorf	IA	52722		
Don C. Romig II and Jeff R. Claman	515-432-9400	1312 S Marshall St	Boone	IA	50036		
R & R Fitness Enterprises, Inc.	319-208-1082	411 W Agency	Burlington	IA	52655		
Laurant Fitness, LLC	712-792-7791	1205 Hwy. 30 W.	Carroll	IA	51401		
Chris Evers	319-550-0216	806 34th St SE	Cedar Rapids	IA	52403		
TS Fitness, Inc.	319-899-7447	3140 16th Ave SW	Cedar Rapids	IA	52404		
Nielsen Fitness, LLC	641-357-2472	800 N. 8th St.	Clear Lake	IA	50428		
Anthony Burrier	319-359-8723	2441 James St, Ste 2	Coralville	IA	52241		
Lamb & Son, LLC and Louis Drew Lamb II	712-323-1122	1137 N Broadway	Council Bluffs	IA	51503		
DAV ATF, LLC	563-345-7777	229 Brady St, Ste 100	Davenport	IA	52801		
Kare4 Fitness, LLC	563-445-2222	5260 Northwest Blvd, Ste 4	Davenport	IA	52806		
Ahlstrom Fitness Consulting, LLC	563-382-2323	915 Short St, Ste 185	Decorah	IA	52101		
Salus, LLC	712-263-3488	509 Hwy 39	Denison	IA	51442		
A.L. Edge, LLC	515-287-0066	5921 SE. 14th St.	Des Moines	IA	50320		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Beaverdale Fitness Center, LLC	515-274-2100	2815 Beaver Ave, Ste 206	Des Moines	IA	50310		
JMG Holdings, LLC	515-288-0151	300 W Martin Luther King Jr. Pkwy	Des Moines	IA	50309		
Walbern, LLC	515-783-8658	7105 Holcomb Ave	Des Moines	IA	50322	Projected to open in Polk City, IA	
Dubuque ATF, LLC	563-845-7779	2255 John F. Kennedy Rd.	Dubuque	IA	52002		
Jack Von Bank	712-362-1348	2508 Central Ave	Estherville	IA	51334		
Investments in Health, LLC	515-576-1348	16 N 29th St	Fort Dodge	IA	50501		
Chris Evers	319-246-1118	2328 Ave L	Fort Madison	IA	52627		
TKO FITNESS LLC	712-527-9800	1207 S. Locust St.	Glenwood	IA	51534		
Kirk Jordison and Joseph Nguyen	515-300-9262	255 SW Brookside Dr	Grimes	IA	50111		
Thalberg Enterprises, Inc.	641-236-5200	105 W St S, Ste A	Grinnell	IA	50112		
North Fayette Fitness, LLC	563-252-3100	419 S Hwy 52	Guttenberg	IA	52052		
Story County Fitness LLC	515-597-4766	700 US-69	Huxley	IA	50124		
BW Fitness, LLC	515-961-8848	402 N Jefferson Way	Indianola	IA	50125		
TS Fitness, Inc.	319-337-3100	458 Hwy 1 W	Iowa City	IA	52246		
TS Fitness, Inc.	319-338-2447	613 Eastbury Drive	Iowa City	IA	52245		
K&KJORD, INC.	515-334-3488	8805 Chambery Blvd	Johnston	IA	50131		
Priebe Fitness, Inc.	319-524-3044	123 Blvd Rd	Keokuk	IA	52632		
D n L Investments Inc. and Barry Westerkamp	641-842-2447	213 Roche St	Knoxville	IA	50138		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Salus, LLC	712-548-4445	983 Hawkeye Ave SW, Bay #8	Le Mars	IA	51031		
TS Fitness, Inc.	319-373-2747	501 7th Ave	Marion	IA	52302		
Tanner and Miranda Hummel	641-424-2121	687 S Taft Ave	Mason City	IA	50401		
Chris Evers	319-385-2033	700 N Grand Ave	Mt. Pleasant	IA	52641		
724 x 2, LLC	563-263-3488	1903 Park Ave	Muscatine	IA	52761		
Nevada AF, LLC	515-382-2424	1818 Fawcett Pkwy	Nevada	IA	50201		
R Fitness, Inc.	641-792-3880	1707 1st Ave E	Newton	IA	50208		
Anthony Burrier	319-594-8331	650 Community Dr, Ste A	North Liberty	IA	52317		
WIN Fitness, Inc.	515-953-0004	1101 Chatham Ave	Norwalk	IA	50211		
Roger Aaron	712-737-9301	636 8th St SE	Orange City	IA	51041		
Fitness an Even Better Way, LLC	641-673-5560	209 Cornerstone Dr	Oskaloosa	IA	52577		
Mike Hogan, Tom Gilles, and Travis Salter	641-684-6606	852 Quincy Ave	Ottumwa	IA	52501		
AT Pella, Inc.	641-628-3488	819 Broadway St	Pella	IA	50219		
Dave Ringgenberg	515-266-6040	4490 E University Ave	Pleasant Hill	IA	50327		
North Fayette Fitness, LLC	563-422-7085	60439 Fairway Court	Prairie du Chien	IA	53821	Projected to open in LaCrosse, WI	
Salus, LLC	712-224-2475	4700 Morningside Ave.	Sioux City	IA	51106		
Salus, LLC	712-580-3788	504 Grand Ave	Spencer	IA	51301		
Salus, LLC	712-213-2470	1231 Lake Ave.	Storm Lake	IA	50588		
Thalberg Enterprises, Inc.	641-484-5515	106 Hwy 30	Toledo	IA	52342		
Ever Sky, LLC	515-331-3600	8405 Hickman Rd	Urbandale	IA	50322		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
2 and 1 Fitness, LLC	319-232-4200	1150 Flammang Dr., Ste. 100	Waterloo	IA	50702		
R Fitness, Inc.	515-987-6543	790 Alice's Rd	Waukee	IA	50263		
Waverly Fitness, LLC	319-483-9000	1261 4th St SW	Waverly	IA	50677		
Justin Elefson	515-440-2348	13435 University Ave, Suite 400	West Des Moines	IA	50325		
P & T Holdings, LLC	515-225-3224	1925 Grand Ave	West Des Moines	IA	50265		
North Fayette Fitness, LLC	563-422-3100	313 Hwy 150 N	West Union	IA	52175		
McGym, LLC	208-523-9675	1615 S Midway Ave	Ammon	ID	83406		
AcruX Investments, LLC	208-782-2348	1265 Pkwy Dr	Blackfoot	ID	83221		*
Jerry Gregersen	208-681-1280	149 N 100 W	Blackfoot	ID	83221	Projected to open in TBD, UT	*
Jerry Gregersen	208-681-1280	149 N 100 W	Blackfoot	ID	83221	Projected to open in TBD, UT	*
Jerry Gregersen	208-681-1280	149 N 100 W	Blackfoot	ID	83221	Projected to open in TBD, UT	*
Jerry Gregersen	208-681-1280	149 N 100 W	Blackfoot	ID	83221	Projected to open in TBD, UT	*
Jerry Gregersen	208-681-1280	149 N 100 W	Blackfoot	ID	83221	Projected to open in TBD, ID	*
Jerry Gregersen	208-681-1280	149 N 100 W	Blackfoot	ID	83221	Projected to open in TBD, ID	*
Boise Fitness LLC	208-424-8484	6573 Overland Rd	Boise	ID	83709		
M&N Fitness, LLC	208-273-5355	6582 S. Federal Way	Boise	ID	83716		*
RDI Corporation	208-344-4284	1746 W. State St.	Boise	ID	83702		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
KZFit, LLC	208-679-3668	749 N Overland Ave	Burley	ID	83318		*
Nathaniel Larson	208-459-6818	2621 S 10th Ave, Ste 102	Caldwell	ID	83605		
KJV, LLC	208-237-6838	207 E Chubbuck Rd	Chubbuck	ID	83202		
Gregory Martin	208-292-4911	1116 Sherman Ave	Coeur d'Alene	ID	83814		
BLLenz Fit LLC	208-966-4253	370 E Kathleen Ave	Coeur d'Alene	ID	83815		*
TKJ, LLC	208-354-9675	1251 Arrowhead Plz.	Driggs	ID	83422		
Owyhee Fitness and Recreation, LLC	208-939-5900	350 S Eagle Rd	Eagle	ID	83616		*
McGym, LLC	208-542-9675	2141 W Broadway St	Idaho Falls	ID	83402		
M1 Wellness Group, LLC	208-743-7100	102 Thain Rd	Lewiston	ID	83501		
Hess Fitness Enterprises Inc	208-884-3338	80 E Ustick Rd	Meridian	ID	83646		
TK Fit, LLC	208-882-3100	436 N. Main St.	Moscow	ID	83843		
Elmo Fitness LLC	208-587-4122	2600 American Legion Blvd, Ste 110	Mountain Home	ID	83647		
Fit Forward LLC	208-461-6655	2926 E Greenhurst Rd	Nampa	ID	83686		
Kevin Walker	208-465-4400	355 Caldwell Blvd	Nampa	ID	83686		
River City Anytime, LLC	208-773-5900	900 N. Hwy 41, Suite 6	Post Falls	ID	83854		
Anytime Fitness Rexburg, LLC	208-656-9675	859 S Yellowstone Hwy, Ste 700	Rexburg	ID	83440		
Steven Bingham and Neil H. Bingham	208-745-0123	205 Stockham Blvd	Rigby	ID	83442		
AcruX Investments, LLC	208-357-7490	301 Anderson Rd	Shelley	ID	83274		*
McGym, LLC	208-534-9367	104 N Bridge St	St. Anthony	ID	83445		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Owyhee Fitness and Recreation, LLC	208-286-0943	11221 W Hercules Dr, #105	Star	ID	83669		
KZ Fit, LLC	208-736-3881	562 Blue Lks Blvd N	Twin Falls	ID	83301		*
Mindful Life, LLC	630-556-8668	96 West Lake Street	Addison	IL	60101		*
AF Antioch, LLC	847-395-2424	474 Orchard St	Antioch	IL	60002		
Mindful Life of Arlington Heights, LLC	847-483-5678	1429 E Palatine Rd	Arlington Heights	IL	60004		*
Primetime Gyms, LLC	224-347-2914	1245 W Dundee Rd	Arlington Heights	IL	60004		*
3 Sixty, LLC and Travis Francis	630-851-4961	1137 N Eola Rd, Ste 119	Aurora	IL	60502		*
GEM Fitness, LLC	630-492-1496	1311 Butterfield Rd	Aurora	IL	60502		
Michael Lewandowski, Yousef Musleh and Abed Hamdan	331-300-2180	1923 W Galena Blvd	Aurora	IL	60506		
BARTLETT FITNESS INC.	630-823-8250	830 Rte 59	Bartlett	IL	60103		
AF Belvidere, LLC	815-547-9000	998 Belvidere Rd, Ste 2	Belvidere	IL	61008		
Khaleel Musa and Saleh Musa	630-354-7777	1061 S York Rd	Bensenville	IL	60106		
James Janetopoulos	708-829-8003	3734 Forest Ave	Brookfield	IL	60513	Projected to open in La Grange, IL	
JSH Group, LLC	847-462-9535	504 NW Hwy, #100	Cary	IL	60013		
Aaron Mullet	217-417-7169	109 W John St	Champaign	IL	61820		
A&R Fitness, LLC	773-977-1300	4022 N Rockwell St	Chicago	IL	60618		
Ahmad Elsamad	773-867-1050	4633 W Diversey Ave	Chicago	IL	60639		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Getting Better Chicago, LLC	773-412-1157	1128 W Ardmore Avenue, Unit 14	Chicago	IL	60660	Projected to open in Chicago, IL	
Let's Get Better Fitness, Inc.	872-888-8525	1346 W Devon Ave	Chicago	IL	60660		
Trim Fitness LLC - Anytime One	773-242-9550	2412 W North Ave	Chicago	IL	60647		
Trim Fitness LLC - Anytime Two	773-696-4141	1647 W Chicago Ave	Chicago	IL	60622		
Rise Above Fitness, LLC	217-443-3350	22 E W Newell	Danville	IL	61834		
Al Weininger Investments, LLC	847-512-5213	1525 Ellinwood Ave	Des Plaines	IL	60016		
Yousef Musleh and Michael Lewandowski	847-258-4962	849 S Elmhurst Rd	Des Plaines	IL	60016		
Genesis Fitness Centers, Inc.	815-285-4855	1323 N Galena Ave	Dixon	IL	61021		
Jason Krick	815-973-4791	209 Fox Trot, Unit C	Dixon	IL	61021	Projected to open in Genoa, IL	
Downers Grove Fitness, Inc.	630-963-4404	2261 Maple Ave	Downers Grove	IL	60515		
LB Fitness, Inc.	309-231-3821	3331 W Boulder Point Ct	Dunlap	IL	61525	Projected to open in Germantown Hills, IL	
AF Durand, LLC	815-248-3995	426 N Center St	Durand	IL	61024		
Frankfort Fitness, LLC	815-630-0761	21134 S LaGrange Rd	Frankfort	IL	60423		
AF Freeport, LLC	815-233-4334	1862 S West Ave	Freeport	IL	61032		
Brian Sailor	630-845-0868	10 W State St	Geneva	IL	60134		
Mufeed Musleh	331-806-3904	103 E. North Ave	Glendale Heights	IL	60139		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
J. Wynsma	708-360-4200	18345 S Halsted St	Glenwood	IL	60425		
Livin' Life Fit, LLC	815-943-2407	717 E. Diggins St.	Harvard	IL	60033		
Yousef Musleh and Abed Hamdan	708-960-4240	18232 S Kedzie Ave	Hazel Crest	IL	60429		*
Ashraf Abuaita	847-502-2188	2571 W Golf Rd	Hoffman Estates	IL	60169		
CBR Fitness Company	708-431-1051	16117 Syd Creek Drive	Homer Glen	IL	60491	Projected to open in TBD, IL	*
PHILIPPIANS 4:13 LLC	708-300-1230	12513 W 159th St	Homer Glen	IL	60491		*
AF of Jacksonville, Inc.	217-479-8000	1241 W Morton Ave, Ste 1A	Jacksonville	IL	62650		
Balvinder Singh	630-209-2791	20929 N Heather Ct	Kildeer	IL	60047	Projected to open in Highland Park, IL	
Joseph Thometz and Patrick Thometz	847-739-2575	219 Waukegan Road	Lake Bluff	IL	60044		*
Ashraf Abuaita	224-900-0569	9521 Ackman Rd	Lake in the Hills	IL	60156		
Lakemoor Fitness, Inc.	815-385-9535	28972 W. IL Route 120	Lakemoor	IL	60051		
Lemont Fitness, LLC	630-312-0331	1232 State St	Lemont	IL	60439		*
Ihsan Musleh and Yousef Musleh	847-247-1800	1429 Peterson Rd	Libertyville	IL	60048		
Mario Taylor and Joshua Slightom	217-732-1155	716 N. Logan St	Lincoln	IL	62656		
AFLockport, Inc.	815-905-1225	420 Summit Dr	Lockport	IL	60441		
3 Sixty, LLC and Travis Francis	331-462-0084	2830 S Highland Ave, Unit 2	Lombard	IL	60148		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Musleh Fitness Inc.	630-56-9300	338 E North Ave	Lombard	IL	60148		
Mike Langley	815-572-2515	20014 E Grant Hwy	Marengo	IL	60152		
Steve Sandholm and Mary Van Keulen	815-539-8257	1317 Memorial Dr	Mendota	IL	61342		
Dougherty Fitness, Inc.	618-262-8300	530 N. Walnut St, Ste. A	Mount Carmel	IL	62863		
Silas Johnson, David Johnson, Elaine Johnson	618-242-4040	606-616 S 42nd St	Mount Vernon	IL	62864		
Mufeed Musleh	847-376.8887	1317 N Wolf Rd	Mt. Prospect	IL	60056		
GEM Fitness Naperville, LLC	331-226.1496	1550 N Route 59, Ste 120	Naperville	IL	60563		
Starck Fitness, LLC	630-219-4114	1271 Rickert Dr	Naperville	IL	60540		
New Lenox Fitness, Inc.	815-534-5647	800 W Laraway Rd	New Lenox	IL	60451		
Jeffrey Lynn and Michelle Lynn	309-452-9695	1710 Bradford Ln, Ste 108 & 109	Normal	IL	61761		
Dana Jennings & Kari Jennings	630-326-6700	1147 Oak Street	North Aurora	IL	60542		
Derek Tucker	708-897-0534	5570 W 159th St	Oak Forest	IL	60452		
AF Jano, Inc	708-995-7581	11033 W 179th St	Orland Park	IL	60467		
Derek Tucker	773-301-4869	11636 Waterway Ct	Orland Park	IL	60467	Projected to open in Hammond, IN	*
Derek Tucker	773-301-4869	11636 Waterway Ct	Orland Park	IL	60467	Projected to open in Hammond, IN	*
Derek Tucker	773-301-4869	11636 Waterway Ct	Orland Park	IL	60467	Projected to open in Tinley Park, IL	
Joseph Thometz and Patrick Thometz	708-278-2141	10500 Capistrano	Orland Park	IL	60467	Projected to open in Oak Park, IL	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Joseph Thometz and Patrick Thometz	708-278-2141	10500 Capistrano	Orland Park	IL	60467	Projected to open in Vernon Hills, IL	*
360 Fitness, LLC and Travis Francis	815-676-4852	2958 US Hwy 34	Oswego	IL	60543		*
Be Fit Management Corp.	815-434-7070	4100 Columbus St	Ottawa	IL	61350		
Yousef Musleh and Said Musleh	847-485-8840	819 N Quentin Rd	Palatine	IL	60067		
Richard J. Lewandowski and Michael J. Lewandowski	773-852-5733	6850 W Golfview Ln	Palos Heights	IL	60463	Projected to open in Schaumburg, IL	*
Richard J. Lewandowski and Michael J. Lewandowski	773-852-5733	6850 W Golfview Ln	Palos Heights	IL	60463	Projected to open in Manhattan, IL	*
Atterson Fitness, LLC	217-921-3223	512 E Jasper St	Paris	IL	61944		
LB Fitness, Inc.	309-966-4217	1320 W Commerce Dr, Ste 200	Peoria	IL	61615		
1035 Fitness, Inc.	815-223-7070	1035 Shooting Park Rd	Peru	IL	61354		*
AF Plainfield, Inc.	815-782-2111	23859 W 135th St	Plainfield	IL	60544		
Can Deux, Inc.	815-733-5172	7166 Caton Farm Rd	Plainfield	IL	60586		
Mike Langley	815-765-9393	13514 Julie Drive	Poplar Grove	IL	61065		
Steve Sandholm	815-915-8378	444 S Main St	Princeton	IL	61356		
KT Quincy, LLC	217-641-3100	5321 Oak St	Quincy	IL	62305		*
Progressive Ethos, Inc.	217-316-1879	2535 N 16th St	Quincy	IL	62305	Projected to open in Morton , IL	*
Progressive Ethos, Inc.	217-316-1879	2535 N 16th St	Quincy	IL	62305	Projected to open in Belleville, IL	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Progressive Ethos, Inc.	217-316-1879	2535 N 16th St	Quincy	IL	62305	Projected to open in Macomb, IL	*
Progressive Ethos, Inc.	217-316-1879	2535 N 16th St	Quincy	IL	62305	Projected to open in Pittsfield, IL	*
Progressive Ethos, Inc.	217-316-1879	2535 N 16th St	Quincy	IL	62305	Projected to open in Washington, IL	*
Genesis Fitness Centers, Inc.	815-561-6071	330 Eagle Dr	Rochelle	IL	61068		
Screw City Fitness, Inc.	309-793-3481	1733 30th St	Rock Island	IL	61201		
GEM Fitness Rolling Meadows, LLC	847-957-1496	3256 Kirchoff Road	Rolling Meadows	IL	60008		
James Janetopoulos	815-524-5549	54 S Weber Rd	Romeoville	IL	60446		
Anytime Fit Roselle, Inc.	630-307-0044	219 Main St	Roselle	IL	60172		
Larry Johnson	630-273-2372	3425 Drew Ave	Sandwich	IL	60548		*
Karen Swinford	847-830-0165	1251 Lorraine Pl	Schaumburg	IL	60173	Projected to open in TBD, IL	
Mindful Life, LLC	847-830-0165	1251 Lorraine Pl	Schaumburg	IL	60173	Projected to open in Elk Grove Village, IL	*
Schaumburg Fitness, LLC	847-284-5197	1851 W Irving Park Rd	Schaumburg	IL	60193		*
AB Fitness, LLC	618-222-2721	1207 Thouvenot Ln.	Shiloh	IL	62269		
Screw City Fitness, Inc.	309-792-8000	985 Ave. of the Cities	Silvis	IL	61282		
Stephanie Kalaczynski and Tom Kalaczynski	224-251-8777	7010 Carpenter Rd	Skokie	IL	60077		
Village Fitness, LLC	708-566-9630	911 E 162nd St	South Holland	IL	60473		
AF Spring Valley, LLC	815-663-8118	804 W Dakota St	Spring Valley	IL	61362		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Dan Ishmael and Jill Fasig	217-679-2490	4307 Yucan Dr	Springfield	IL	62707		
J & A Fitness Solutions Inc.	217-523-1541	2705 N Dirksen Pkwy	Springfield	IL	62702		
Tim Everett	217-670-2420	3041 S Dirksen Pkwy	Springfield	IL	62703		
AF Streamwood, Inc.	630-246-3344	71-77 E Irving Park Rd	Streamwood	IL	60107		
Connors Fitness, LLC	331-227-4188	35 E Park Ave	Sugar Grove	IL	60554		
Ruth Morrissey	217-703-1358	1628 Georgetown Rd	Tilton	IL	61833		
AF Westchester, LLC	708-483-6148	3061 S Wolf Rd	Westchester	IL	60154		
AF WHEATON, INC.	630-517-8765	1141 E Butterfield Rd	Wheaton	IL	60189		
Genesis Fitness Centers, Inc.	815-335-8222	506 N Elida St	Winnebago	IL	61088		
MNO FITNESS, LLC	630-553-6678	68 School House Rd	Yorkville	IL	60560		
JT Fitness, LLC	260-665-6666	205 W Harcourt Rd	Angola	IN	46703		
Jeff Lauer	260-925-5177	233 N Grandstaff Rd	Auburn	IN	46706		
H2A2 Investments, Inc.	812-926-3655	102 Sycamore Ests Dr	Aurora	IN	47001		
Crackerjack Fitness, LLC	317-272-2082	1124 N SR 267	Avon	IN	46123		
IRON2IRON Wellness LLC	317-422-4766	50 N State Road 135, Ste D	Bargersville	IN	46106		
H2A2 Investments, Inc.	812-932-3055	10 Bedel Blvd	Batesville	IN	47006		
H2A2 Investments, Inc.	812-275-3055	2643 16th St.	Bedford	IN	47421		
Williams Fortitude Fitness LLC	812-334-7979	2894 E 3rd St, Ste 160	Bloomington	IN	47401		
Iron Gym, Inc.	260-353-1321	935 Main St	Bluffton	IN	46714		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Williams Fortitude Fitness	317-852-8888	124 E Northfield Dr, Ste A	Brownsburg	IN	46112		
Bandon Fitness Texas, Inc.	317-856-9285	10302 Prosperity Cir	Camby	IN	46113		
SQF LLC	317-564-8171	110 W Main St, Ste 170	Carmel	IN	46032		
Muayad Musleh	219-232-6770	13350 Lincoln Plaza	Cedar Lake	IN	46303		*
William and Jill Fellows	812-256-8463	1107 Market St	Charlestown	IN	47111		
Chesterton Fitness, Inc.	219-765-0382	757 Indian Boundary Rd, Ste 6	Chesterton	IN	46304		*
Iron Gym, Inc.	260-286-1200	8475 US-33	Churubusco	IN	46723		
Iron Gym, Inc.	260-248-4444	462 West Plaza Drive	Columbia City	IN	46725		
AFFC, LLC	812-372-3488	1565 N National Rd	Columbus	IN	47201		
JAC Fitness, Inc.	765-825-6171	1720 Western Ave.	Connersville	IN	47331		
Teamworks, Inc.	812-225-5544	1885 Old Hwy 135 NW	Corydon	IN	47112		
Feras Musleh and Mohammed Musleh	219-746-1041	584 N Indiana Ave	Crown Point	IN	46306	Projected to open in Minooka, IL	*
Feras Musleh and Mohammed Musleh	219-746-1041	584 N Indiana Ave	Crown Point	IN	46306	Projected to open in Munster, IN	*
Feras Musleh and Mohammed Musleh	219-746-1041	584 N Indiana Ave	Crown Point	IN	46306	Projected to open in Bourbonnais, IL	*
Feras Musleh and Mohammed Musleh	219-746-1041	584 N Indiana Ave	Crown Point	IN	46306	Projected to open in Crete, IL	*
Feras Musleh and Mohammed Musleh	219-746-1041	584 N Indiana Ave	Crown Point	IN	46306	Projected to open in South Bend, IN	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Feras Musleh and Mohammade Musleh	219-746-1041	584 N Indiana Ave	Crown Point	IN	46306	Projected to open in Palos Park, IL	*
Feras Musleh and Mohammade Musleh	219-746-1041	584 N Indiana Ave	Crown Point	IN	46306	Projected to open in South Bend, IN	*
Feras Musleh and Mohammade Musleh	219-746-1041	584 N Indiana Ave	Crown Point	IN	46306	Projected to open in TBD, IL	*
Feras Musleh and Mohammade Musleh	219-746-1041	584 N Indiana Ave	Crown Point	IN	46306	Projected to open in TBD, IL	*
Feras Musleh and Mohammade Musleh	219-746-1041	584 N Indiana Ave	Crown Point	IN	46306	Projected to open in TBD, IL	*
Feras Musleh and Mohammade Musleh	219-746-1041	584 N Indiana Ave	Crown Point	IN	46306	Projected to open in Granger, IN	*
Muayad Musleh	219-765-5575	503 E Summit St, Ste 3	Crown Point	IN	46307	Projected to open in Kokomo, IN	*
Muayad Musleh	219-765-5575	503 E Summit St, Ste 3	Crown Point	IN	46307	Projected to open in Westmont, IL	*
Muayad Musleh	219-765-5575	503 E Summit St, Ste 3	Crown Point	IN	46307	Projected to open in Frankfort, IN	*
Muayad Musleh	219-765-5575	503 E Summit St, Ste 3	Crown Point	IN	46307	Projected to open in Schererville, IN	
Muayad Musleh	219-765-5575	503 E Summit St, Ste 3	Crown Point	IN	46307	Projected to open in Glendale Heights, IL	*
Muayad Musleh	219-765-5575	503 E Summit St, Ste 3	Crown Point	IN	46307	Projected to open in West Lafayette, IN	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Muayad Musleh	219-765-5575	503 E Summit St, Ste 3	Crown Point	IN	46307	Projected to open in Glen Ellyn, IL	*
Muayad Musleh	219-765-5575	503 E Summit St, Ste 3	Crown Point	IN	46307	Projected to open in Hinsdale, IL	*
Muayad Musleh	219-765-5575	503 E Summit St, Ste 3	Crown Point	IN	46307	Projected to open in Lisle, IL	*
Muayad Musleh	219-765-5575	503 E Summit St, Ste 3	Crown Point	IN	46307	Projected to open in Crawfordsville, IN	*
Muayad Musleh	219-765-5575	503 E Summit St, Ste 3	Crown Point	IN	46307	Projected to open in Lafayette , IN	*
Muayad Musleh	219-765-5575	503 E Summit St, Ste 3	Crown Point	IN	46307	Projected to open in Merrillville, IN	*
Muayad Musleh	219-765-5575	503 E Summit St, Ste 3	Crown Point	IN	46307	Projected to open in Plymouth, IN	*
Scott Zickuhr	219-662-2818	10645 Broadway	Crown Point	IN	46307		
Yousef Musleh	219-671-6353	1245 E 112th Ave	Crown Point	IN	46307	Projected to open in Fox Lake, IL	
Yousef Musleh	219-671-6353	1245 E 112th Ave	Crown Point	IN	46307	Projected to open in Barrington, IL	*
Yousef Musleh	219-671-6353	1245 E 112th Ave	Crown Point	IN	46307	Projected to open in West Chicago, IL	
Ahmad Elsamad	219-488-6409	9120 Doubltree Dr S	Crown point	IN	46307	Projected to open in Morris, IL	*
Ahmad Elsamad	219-488-6409	9120 Doubltree Dr S	Crown point	IN	46307	Projected to open in Joliet, IL	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Ahmad Elsamad	219-488-6409	9120 Doubltree Dr S	Crown point	IN	46307	Projected to open in Batavia, IL	*
Ahmad Elsamad	219-488-6409	9120 Doubltree Dr S	Crown point	IN	46307	Projected to open in Lansing, IL	*
Rhymer Family Fitness, LLC	260-724-3626	514 S 13th St	Decatur	IN	46733		
Grady Dale Tuck	219-987-7911	1334 15th St	DeMotte	IN	46310		
Dyer Fitness Inc.	219-440-7149	262 81st Ave	Dyer	IN	46311		
Joshua Canarini	219-808-7518	13266 Hillcrest Lane	Dyer	IN	46311	Projected to open in Shorewood, IL	
Joshua Canarini	219-808-7518	13266 Hillcrest Lane	Dyer	IN	46311	Projected to open in Bolingbrook, IL	*
Joshua Canarini	219-808-7518	13266 Hillcrest Lane	Dyer	IN	46311	Projected to open in TBD, IL	*
KTH Enterprises, Inc. and Kimberley Hibst	765-557-2273	7350 W SR-28, Unit A, Park Plaza Center	Elwood	IN	46036		
VetFit Properties, LLC	812-424-7979	222 Red Bank Rd S, Ste J-K	Evansville	IN	47712		
Teamworks, Inc.	812-923-2348	3684 Hwy 150, Ste 6	Floyds Knobs	IN	47119		
James Casaburo and Rachele Jordan	260-240-2400	6520 E State Blvd	Fort Wayne	IN	46815		
Joshua Schmitt	260-436-8680	5984 W Jefferson Blvd	Fort Wayne	IN	46804		
R & M Fitness, LLC	260-490-0009	2934 E Dupont Rd	Fort Wayne	IN	46825		
Bandon Fitness Texas, Inc.	317-736-4377	1168 N Main St	Franklin	IN	46131		
Tina M. Bontrager	574-533-3444	712 W Lincoln Ave	Goshen	IN	46526		
H2A2 Investments, Inc.	765-630-3176	27 Putnam Plaza, Suite A	Greencastle	IN	46135		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
H2A2 Investments, Inc.	317-462-1700	1921 Melody Ln	Greenfield	IN	46140		
H2A2 Investments, Inc.	812-662-3055	1807 N Lincoln St	Greensburg	IN	47240		
Bandon Fitness Texas, Inc.	317-300-1335	997 E County Line Rd	Greenwood	IN	46143		
Fit 4 You LLC	317-893-2226	1642 Olive Branch Parke Ln	Greenwood	IN	46143		
Grady Dale Tuck	219-996-2911	822 Country Sq Plz	Hebron	IN	46341		
DT Zickfit LLC	219-924-5505	9632 Cline Ave	Highland	IN	46322		
Muayad Musleh	219-945-3099	7878 East Ridge Road	Hobart	IN	46342		
Iron Gym, Inc.	260-358-0000	317 Hauenstein Rd	Huntington	IN	46750		
KML Madison Ave, LLC	317-602-3624	3919 Madison Ave, Ste 900	Indianapolis	IN	46227		
KML, Inc.	317-808-5903	5510 Lafayette Rd, #190	Indianapolis	IN	46254		*
KML, Inc.	317-847-9804	10105 Seabreeze Way	Indianapolis	IN	46256	Projected to open in TBD, IN	*
Mazman LLC	317-577-4348	7035 E 96th St, suite m and n	Indianapolis	IN	46250		
PMF LLC	317-536-0815	47 S Pennsylvania St, 2nd Fl	Indianapolis	IN	46204		
Thor Fitness, LLC	317-570-2106	6935 Lake Plz Dr	Indianapolis	IN	46220		
Pro-Fit Solutions, LLC	812-482-2209	1918 Newton St	Jasper	IN	47549		*
Hoosier Fitness, Inc.	812-777-4884	5560 Highway 62	Jeffersonville	IN	47130		*
Klicks, Inc. and Douglas Kline	765-319-0306	2935 S Washington St, Ste 8	Kokomo	IN	46902		
LA PORTE FITNESS LLC	219-213-5918	59 Pine Lake Ave	La Porte	IN	46350		*
Pro-Fit Solutions, LLC	765-485-2348	2310 N Lebanon St	Lebanon	IN	46052		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Shamus Hoepfner and Stacy Hoepfner	260-627-4494	14550 Amstutz Rd.	Leo	IN	46765		
Chilondi Management, LLC	574-992-8021	4003 E Market St	Logansport	IN	46947		
Lowell East Fitness Inc	219-696-1277	1920 E Commercial Ave	Lowell	IN	46356		
Life Changes Fitness Inc.	765-664-2222	1107 N Forest Ave	Marion	IN	46952		
Schilling/Pike Investments, Inc.	765-342-3600	1696 S Ohio St	Martinsville	IN	46151		
Bella Fitness, LLC	317-336-5500	9653 Olio Rd	McCordsville	IN	46055		
Merrillville East Fitness, LLC	219-308-2859	4831 East Lincoln Highway	Merrillville	IN	46410		*
Merrillville Fitness, LLC	219-769-7080	8119 Taft St	Merrillville	IN	46410		
Michigan City Fitness, LLC	219-878-8400	4112 Franklin St	Michigan City	IN	46360		
Can Deux, Inc.	574-258-5000	322 N Bittersweet Rd	Mishawaka	IN	46544		
Joshua Canarini	574-318-3002	4150 A Grape Rd	Mishawaka	IN	46545		
Muayad Musleh	574-240-2143	914 N Main St	Monticello	IN	47960		
Katherine Huxhold and Jason Huxhold	765-212-2321	3600 S Chandler Dr	Muncie	IN	47302		
Munster South Fitness LLC	219-315-8828	821 Main St	Munster	IN	46321		
H2A2 Investments, Inc.	765-521-3000	1713 S Memorial Dr	New Castle	IN	47362		
JJ Fitness Inc.	317-861-8451	5971 W US-52	New Palestine	IN	46163		*
AF NEWBURGH, LLC	812-853-5855	8887 High Pointe Dr	Newburgh	IN	47630		
Think Fit, LLC	317-200-8613	14300 Mundy Dr, Ste 1200	Noblesville	IN	46060		
Your Fitness LLC	317-316-3888	158 W Logan St	Noblesville	IN	46060		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
JSCC Enterprises LLC	260-306-0071	408 W Main St	North Manchester	IN	46962		
MAC Fitness, Inc.	812-953-3212	620 E Buckeye St	North Vernon	IN	47265		
Bandon Fitness Texas, Inc.	317-823-0685	11915 E Pendleton Pike	Oaklondon	IN	46236		
ALPHA FACTORY FITNESS INC.	765-472-7004	907 W Main St	Peru	IN	46970		
Bridgette M. Harmon-Smith and Jeremy Gouvan	765-860-7134	658 VanBuren Avenue	Peru	IN	46970	Projected to open in Wabash, IN	
H2A2 Investments, Inc.	317-203-5312	1070 W Main St, Ste 125	Plainfield	IN	46168		
Grasty Zickuhr, LLC	219-734-6362	6445 US Hwy 6	Portage	IN	46368		
Rensselaer Fitness, Inc.	219-866-3003	496 S College Ave	Rensselaer	IN	47978		
JAC Fitness, Inc.	765-966-6171	2500 National Rd W	Richmond	IN	47374		
H2A2 Investments, Inc.	765-938-3055	222 S Main St	Rushville	IN	46173		
David Hildebrand and Cathy Hildebrand	812-883-4747	805 S Main St	Salem	IN	47167		
Muayad Musleh	219-227-8895	2151 US 41	Schererville	IN	46375		
Walker Investments and Holdings Inc.	812-752-4625	796 White St	Scottsburg	IN	47170		
Walker Investments and Holdings Inc.	812-248-2224	7605 State Rd., Ste. 311	Sellersburg	IN	47172		
H2A2 Investments, Inc.	812-680-4639	840 E Tipton St	Seymour	IN	47274		
H2A2 Investments, Inc.	317-392-3055	1818-A State Rd 44	Shelbyville	IN	46176		
Nathan Goldenberg	574-231-8100	1290 E. Ireland Rd.	South Bend	IN	46614		
Bandon Fitness Texas, Inc.	317-885-8385	2222 W Southport Rd	Southport	IN	46217		
YOUCAN2 Inc.	219-365-2511	10845 Maple Ln	St. John	IN	46373		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Atterson Fitness, LLC	812-917-3776	320 S 3rd St, Ste A-B	Terre Haute	IN	47807		
Atterson Fitness, LLC	812-235-8463	101 S Fruitridge Ave	Terre Haute	IN	47803		*
Atterson Fitness, LLC	812-917-4336	4425 S 7th St	Terre Haute	IN	47802		*
Think Fit II Inc.	765-271-2672	341 W Jefferson St	Tipton	IN	46072		
DT Zickfit LLC	219-242-8799	3020 N Calumet Ave	Valparaiso	IN	46383		
FT Fitness Inc.	219-462-1122	1361 Morthland Dr, Ste A	Valparaiso	IN	46385		
O & W Enterprises, LLC	812-882-6348	1813 Willow St	Vincennes	IN	47591		
Chad and Angela Hugo	574-267-4077	2520 Walton Blvd.	Warsaw	IN	46582		
H2A2 Investments, Inc.	812-254-2200	101 Cherry Tree Plz	Washington	IN	47501		
Daymon & Associates, LLC	317-867-4567	3249 SR-32	Westfield	IN	46074		
Musleh Fitness Inc.	219-663-6436	10711 Randolph St	Winfield	IN	46307		
Pro-Fit Solutions, LLC	317-733-4333	1570 W Oak St	Zionsville	IN	46077		
Bandon Holdings, LLC	620-307-6566	2127 N Summit St	Arkansas City	KS	67005		
We Build Empires, LLC	316-775-9113	217 W 7th Ave	Augusta	KS	67010		
SOUTHSIDE FITNESS, LLC	913-745-5746	620 S 130th St	Bonner Springs	KS	66012		
Prairie View Fitness, LLC	620-225-3303	2203 Central Ave	Dodge City	KS	67801		
DT Fitness, Inc.	913-856-0100	255 North Stone Ck Dr	Gardner	KS	66030		
KEG Enterprises, LLC	620-793-8700	3721 10th St.	Great Bend	KS	67530		
Fit 4 Life, LLC	910-747-6440	2720 Elm Creek Drive	Junction City	KS	66441	Projected to open in TBD, TN	
SOUTHSIDE FITNESS, LLC	913-400-7156	10940 Parallel Pkwy, Ste P	Kansas City	KS	66109		
K7 Fitness, LLC	913-364-4455	100 E. Kansas Ave.	Lansing	KS	66043		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Resurrection Fitness LLC	913-222-8080	13154 Stateline Rd	Leawood	KS	66209		
ABG Enterprises, LLC	913-971-4060	1473 E 151st St	Olathe	KS	66062		
Jered Jerome and Martha Muller	913-210-0851	1251 W Harold St	Olathe	KS	66061		
Dad Bods LLC	913-222-8082	14820 Metcalf Ave	Overland Park	KS	66223		
We Build Empires, LLC	316-719-3883	1615 E 61st St N, Stes 100-200	Park City	KS	67219		
Nathan Dahlgren	785-272-2819	1921 SW Gage Blvd	Topeka	KS	66604		
TBI Team Bryant Investments, LLC	785-783-3923	3627 SE 29th St, Ste 109	Topeka	KS	66605		
We Build Empires, LLC	316-260-1254	215 S Maize Rd	Wichita	KS	67209		
Daniel Miller	606-326-0033	372 Diederich Blvd	Ashland	KY	41101		
Tim and Lisa Nowaskie	502-348-2348	131 Pkwy Dr	Bardstown	KY	40004		
Atkins 5 Fitness, LLC	270-904-8329	164 Iron Skillet Ct	Bowling Green	KY	42101		
All About Fitness, LLC	502-912-9348	6400 Crestwood Station	Crestwood	KY	40014		
Country Mile LLC	270-925-0149	1425 Nashville Rd	Franklin	KY	42134		
JR Fitness, LLC	859-359-5336	1920 Declaration Dr	Independence	KY	41051		
All About Fitness, LLC	502-290-8998	12613 Taylorsville Rd	Louisville	KY	40299		
C2M, Inc.	502-742-5825	2300 Terra Crossing Blvd	Louisville	KY	40245		
CH Health LLC	812-921-9602	291 N. Hubbards Ln.	Louisville	KY	40207		
J.T. Fitness, LLC	502-797-2348	5406 Antle Dr, Ste 107	Louisville	KY	40229		
MHS Enterprises, Inc.	502-939-3488	3622 Mall Rd	Louisville	KY	40218		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Scott Coyle, Cathy Coyle, Roy Harrison and Robert Johnson	502-963-4348	10408 Shelbyville Rd	Louisville	KY	40223		
Great Life, LLC	502-538-0207	737 N Mount Washington Bypass	Mount Washington	KY	40047		
Modfit Corp.	859-881-3488	459 Keene Centre Dr	Nicholasville	KY	40356		
CPABY Fitness, Inc.	270-351-3488	555 W Lincoln Trl, Ste: 72	Radcliff	KY	40160		
Nathan Fortlage	859-795-3665	469 Eastern Byp	Richmond	KY	40475		
Robert Padgett	502-633-4600	192 Frankfort Rd	Shelbyville	KY	40065		
Great Life, LLC	502-808-0100	543 Taylorsville Rd	Taylorsville	KY	40071		
Max Management, L.L.C.	337-385-2812	3015 Veterans Memorial Dr	Abbeville	LA	70510		
Engert & Fuselier Investments, LLC	225-567-2626	19115 Florida Blvd	Albany	LA	70711		
Fitness Partners of Pineville, Inc.	318-769-1844	6501 Coliseum Blvd, Stes 100-200	Alexandria	LA	71303		
BenGal Holdings, L.L.C.	504-394-0086	5163 General Degaulle, Suites G, H, I & J	Algiers	LA	70131		
T & V Fitness LLC	985-747-2202	114 W Chestnut St	Amite	LA	70422		*
KTMJ Enterprises, Inc, Kirsty Bass and Georganna Coulter	318-281-4118	1812 E Madison Ave	Bastrop	LA	71220		
Dakota Meshell	318-455-0447	5055 Nicholson Dr , Apt J-102	Baton Rouge	LA	70820	Projected to open in TBD, CO	
GeauxFit Athletics LLC	225-930-9988	7350 Jefferson Hwy, Ste 470	Baton Rouge	LA	70806		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Highland Fitness, LLC	225-246-2092	13711 Coursey Blvd	Baton Rouge	LA	70817		
Highland Fitness, LLC	225-766-9066	8827 Highland Rd	Baton Rouge	LA	70808		
T-Fuselier Fitness, L.L.C.	225-456-5156	11231 Lovett Rd	Baton Rouge	LA	70818		*
Tony Fuselier	225-636-2632	200 Government St	Baton Rouge	LA	70802		
Hudson & Associates, LLC	318-965-0159	185 Burt Blvd	Benton	LA	71006		
BACC FIT, LLC	318-562-3472	3011 Airline Dr, Stes B-C	Bossier City	LA	71111		
Bandon Fitness Texas, Inc.	318-746-1886	5390 Barksdale Blvd	Bossier City	LA	71112		
Bandon Holdings Texas, Inc.	318-752-6650	2091 Stockwell Rd	Bossier City	LA	71111		
TATUM FITNESS, L.L.C.	318-549-1247	5212 Airline Dr, Ste E	Bossier City	LA	71111		
Daredevil Fitness, LLC	337-442-6558	1880 Rees St	Breaux Bridge	LA	70517		
Three Monkeys Fitness, LLC	337-856-1711	156 Heritage Pkwy	Broussard	LA	70518		
Douglas Daigle	318-295-4145	1221 NW Main St	Bunkie	LA	71322		
Fit Investments, LLC	318-599-8003	989 Hwy 80 E	Calhoun	LA	71225		
Three Monkeys Fitness, LLC	337-565-2626	115 Derek Plaza Dr, Ste 105	Carencro	LA	70520		
Southern Oak Enterprises, LLC	337-684-0045	219-E S Main St	Church Point	LA	70525		
Caleb Hatten, Eric Harriman and John Carroll	318-649-5800	1000 Davis Lake Rd	Columbia	LA	71418		
350ORIOLE LLC	985-845-1926	70325 SR 1077, Ste 1D	Covington	LA	70433		
Reilly Fitness, Inc.	985-809-0099	1205 Village Walk	Covington	LA	70433		
TBMM Holdings, LLC	337-250-4675	1506 N Parkerson Ave	Crowley	LA	70526		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
4K FITNESS LLC	985-693-5533	14057 E Main St	Cut Off	LA	70345		
Stansbury & Company, LLC	318-878-3804	407 Depot St	Delhi	LA	71232		
Health Interests, LLC	225-243-5500	25550 Juban Rd	Denham Springs	LA	70726		
UFIT, LLC	225-667-1077	32350 Hwy 16, Bldg N	Denham Springs Watson	LA	70706		
Destrehan Anytime, LLC	985-307-1425	1955 Ormond Blvd, Suite F	Destrehan	LA	70047		
Murphy Fitness, LLC	225-473-1055	3000 Thibaut Dr., Ste. E	Donaldsonville	LA	70346		
Bandon Fitness Texas, Inc.	337-457-7000	1516 Hwy 190, Ste G	Eunice	LA	70535		
Fitness365, LLC	318-368-8083	1006 Sterlington Hwy	Farmerville	LA	71241		
Megan Kenley and Lyn Kenley	318-245-8610	299 GREEN BAY ROAD	FARMERVILLE	LA	71241	Projected to open in St. Francisville, LA	
Folsom Fitness, LLC	985-796-1050	82205 Orange St	Folsom	LA	70437		
Max Management, L.L.C.	337-907-6600	1812 Main St	Franklin	LA	70538		
Engert & Fuselier Investments, LLC	985-839-3980	1719 Washington St	Franklinton	LA	70438		
Murphy Fitness, LLC	225-647-7750	3228 S Burnside Ave	Gonzales	LA	70737		
WH Fitness, Inc.	225-644-5364	13091 Airline Hwy	Gonzales	LA	70737		
Chantel Brignac and Nicholas Riley	225-869-3484	1732 Deroche Cir	Gramercy	LA	70052		
TWB FITNESS GRETNALLC	504-218-5104	1729 Lafayette St, Ste 100	Gretna	LA	70053		
J T's Fitness, Inc.	985-419-0033	117 S Cate St	Hammond	LA	70403		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Gulf Coast Health Partners, Inc.	504-305-3395	7335 Jefferson Hwy	Harahan	LA	70123		
Innovative Fitness, LLC	504-365-8713	2850 Manhattan Blvd, Ste C	Harvey	LA	70058		
Bandon Fitness Texas, Inc.	318-949-4004	4800 Hwy. 80	Haughton	LA	71037		
Bandon Fitness Texas, Inc.	985-872-0852	1128 Grand Caillou Rd	Houma	LA	70363		
Alex Capdeboscq	985-687-3738	57844 Hwy 445	Husser	LA	70442	Projected to open in Loranger, LA	
Douglas Daigle and Ira Thomas	337-582-1386	214 S Thompson St	Iowa	LA	70647		
Bandon Fitness Texas, Inc.	337-824-0888	1210 Elton Rd	Jennings	LA	70546		
Razz Fitness LLC	318-259-7591	914 Pershing Hwy	Jonesboro	LA	71251		
Kaplan Fitness LLC	337-643-7021	200 Veterans Memorial Dr	Kaplan	LA	70548		
Louisiana Fitness, LLC	504-465-8599	819 W Esplanade Ave, Ste K	Kenner	LA	70065		
FIT2B, LLC	985-359-3482	607 Belle Terre Blvd	La Place	LA	70068		
Bandon Fitness Texas, Inc.	337-706-8385	505 West Pont Des Mounon Rd	Lafayette	LA	70507		
Hebert-Minor Fitness & Health Services, LLC	337-988-9348	3524 Kaliste Saloom Rd	Lafayette	LA	70508		
Highland Fitness, LLC	337-988-8350	4517 Johnston St	Lafayette	LA	70503		
Leah Langlinais	337-581-9586	114 Boulder Creek	Lafayette	LA	70508	Projected to open in TBD, FL	*
Leah Langlinais	337-581-9586	114 Boulder Creek	Lafayette	LA	70508	Projected to open in TBD, AL	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Lonnie Young	504-609-0589	2512 Jean Lafitte Blvd	Lafitte	LA	70067		
Eric Guillot, Anna Theriot and Chad Theriot	337-478-2727	630 W Prien Lake Rd, Shoppes at Prien Lake	Lake Charles	LA	70601		
Joseph Bourque and Trent Mere	337-944-0770	4740 Nelson Rd, Ste 110	Lake Charles	LA	70605		
Spence & Fuselier Fitness, LLC	337-239-3222	1772 S 5th St	Leesville	LA	71446		
Hamer & Fuselier Fitness, LLC	225-686-1178	29526 Frost Rd	Livingston	LA	70754		
Bandon Fitness Texas, Inc.	985-308-1360	12225 US 90, Suite G	Luling	LA	70070		
Jennifer Perkins, Richard Perkins, Andrew Blackwell and Elizabeth Marie Polk	504-460-7851	644 Willowdale Blvd	Luling	LA	70070	Projected to open in Paradis, LA	
Fitfam2, LLC	225-201-5324	1570 Cabanose Ave	Lutcher	LA	70071	Projected to open in St. Gabriel, LA	
Charles & Linda Roberts, L.L.C.	985-845-1511	4624 SR-22	Mandeville	LA	70471		
Pecster, LLC	985-674-3100	1705 Hwy. 59	Mandeville	LA	70448		
G&R Fitness, L.L.C.	318-240-8010	812 Tunica Dr E	Marksville	LA	71351		
Lonnie Young	504-267-0856	3176 Barataria Blvd, Suite A	Marrero	LA	70072		
Todd Bernstein	504-605-1200	1625 Barataria Blvd	Marrero	LA	70072		*
Bandon Fitness Texas, Inc.	225-675-8000	12713 Water Way Dr	Maurepas	LA	70449		
Max Management, L.L.C.	337-898-3653	8905 Maurice Ave.	Maurice	LA	70555		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Clifton Melerine	504-281-2568	3201 E Judge Perez Dr, Stes 107, 108, 109	Meraux	LA	70075		
Bandon Fitness Texas, Inc.	504-218-4814	5200 Veterans Hwy, Ste 101	Metairie	LA	70006		
Ricky Allison	318-299-3800	1121, 1123, 1125 Homer Rd	Minden	LA	71055		
Fit Investments, LLC	318-322-4005	2309 Oliver Rd	Monroe	LA	71201		
Fit Investments, LLC	318-998-3583	7930 Desiard St	Monroe	LA	71201		
Franchise Fitness, LLC	985-384-7426	1340 Elm St., Ste. 100	Morgan City	LA	70380		
Franchise Fitness, LLC	985-221-6021	1201 Hwy 90 E, Ste 102	Morgan City	LA	70380		
Eric Guillot	337-855-2777	277 Hwy. 171 N., Ste. 5, 6 and 7	Moss Bluff	LA	70611		
Three Monkeys Fitness, LLC	337-256-8609	507 Jefferson Terrace Blvd	New Iberia	LA	70560		
Anthony H. Fortier-Bensen, LLC	504-899-2111	4600 Freret St	New Orleans	LA	70115		
Bywater Fitness, LLC	504-309-0011	3817 Chartres St	New Orleans	LA	70117		*
Eric Monette and Elorial Monette	504-309-9304	2141 Caton St	New Orleans	LA	70122		
GET FIT NOLA, LLC	504-524-8006	1811 Rousseau St	New Orleans	LA	70130		
Johnnie Adolph	504-244-0088	5941 Bullard Ave, Ste. 1-3	New Orleans	LA	70128		
Lakeview Fitness, LLC	504-286-7667	125 Robert E Lee Blvd	New Orleans	LA	70124		
NOLA Fit Club, Inc.	504-373-5659	4900 Canal St	New Orleans	LA	70119		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Todd Bernstein	504-446-8155	838 Congress St	New Orleans	LA	70117	Projected to open in Belle Chasse, LA	*
Stallion Holdings, LLC	337-678-4100	1901 S Union St	Opelousas	LA	70570		
Fuselier Fitness, LLC	985-250-9416	64724 SR-41	Pearl River	LA	70452		
Fitness Partners of Pineville, Inc.	318-640-5380	3800 Hwy 165, Ste A	Pineville	LA	71360		
J T's Fitness, Inc.	985-386-3444	115 Berryland Shopping Center	Ponchatoula	LA	70454		*
Thornhill Brothers Fitness, LLC	225-636-2044	702 N. Lobdell Hwy.	Port Allen	LA	70767		
Dutchtown Fitness, LLC	225-744-4966	36533 C Braud Rd	Prairieville	LA	70769		
Prairieville Fitness, LLC	225-744-3002	17900 Airline Hwy	Prairieville	LA	70769		
Bandon Fitness Texas, Inc.	985-242-2504	4882 LA-1	Raceland	LA	70394		
Rayne Fitness, LLC	337-393-2450	1401 The Blvd	Rayne	LA	70578		
Stansbury & Company, LLC	318-728-8616	103 Jasper St	Rayville	LA	71269		
Engert & Fuselier Investments, LLC	985-662-3732	44200 LA-445	Robert	LA	70455		
Hummel Fitness, LLC	318-255-1200	1223 Goodwin Rd	Ruston	LA	71270		
AF of Scott, LLC	337-706-8221	101 Park West Dr	Scott	LA	70583		
Matthew Richard	337-781-4094	205 Vincent Dr	Scott	LA	70583	Projected to open in Carlyss, LA	
Bandon Fitness Texas, Inc.	318-688-5900	9315 Mansfield Rd	Shreveport	LA	71118		
Joseph Wisenbaler	318-865-5115	9250 Ellerbe Rd	Shreveport	LA	71106		
MEYER FITNESS LLC	318-670-8500	739 Shreveport Barksdale Hwy	Shreveport	LA	71105		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
New Life Fitness2, LLC	318-603-1348	6259 Westport Ave, Ste 100	Shreveport	LA	71129		
PCRFITNESS, LLC	318-606-5159	855 Pierremont Rd, Ste 142	Shreveport	LA	71106		
Southern Loop Fitness, LLC	318-703-3990	1931 Southern Loop	Shreveport	LA	71106		
TOCO Fit Holdings, LLC	318-965-7700	5795 N Market St	Shreveport	LA	71107		
RAV Fitness, LLC	985-649-7773	2020 Hwy 190 W, Ste 105	Slidell	LA	70460		
Craig Prosper and David Theriot	337-394-3488	2230 N Main Hwy	St. Martinville	LA	70582		
Michael Mantilla and Priscilla Mantilla	504-336-4434	151 Almedia Rd	St. Rose	LA	70087		
Aimee Hayward	318-387-7233	8950 Hwy. 165 N., Ste. A	Sterlington	LA	71280		
Genesis Fitness, LLC	318-775-5474	4974 Hwy 3276, Ste A	Stonewall	LA	71078		
T&R Fitness5345 LLC	337-625-6840	333 N Cities Service Hwy	Sulphur	LA	70663		
Walker Fitness, LLC and Brittney Ray	318-574-4261	34 Crothers Dr	Tallulah	LA	71282		
Anytime Fit of Thibodaux, LLC	985-447-7770	127 Laura Dr.	Thibodaux	LA	70301		
Bandon Fitness Texas, Inc.	337-363-1468	921 E Lasalle St	Ville Platte	LA	70586		
Fuselier Fitness, LLC	225-664-4700	28799 Walker S Rd	Walker	LA	70785		
Fit Investments, LLC	318-396-6966	2419 N 7th St	West Monroe	LA	71291		
Fit Investments, LLC	318-396-9129	5600 Cypress St.	West Monroe	LA	71291		
Three Monkeys Fitness, LLC	337-857-5060	1700 Chemin Metairie Pkwy, Suite 603	Youngsville	LA	70592		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Bandon Fitness Texas, Inc.	225-654-5577	2220 Church St.	Zachary	LA	70791		
Denali Parnters, Inc.	978-461-2800	100 Powder Mill Rd	Acton	MA	01720		
New England Gyms, Inc.	978-263-4101	501 Nagog Park	Acton	MA	01720		
B4 Fitness & Wellness Partners, LLC	413-786-7800	200 Silver St	Agawam	MA	01001		
Anderson Huang and Melissa Huang	508-881-4900	309 Pond St	Ashland	MA	01721		
ING Fitness, Inc.	508-316-3885	227 B Washington St, Rte 1	Attleboro	MA	02703		
T & J Corporation	508-407-8440	619 Southbridge St.	Auburn	MA	01501		
Pals Fitness, LLC	413-323-7150	35 Turkey Hill Rd Rt 21, Suite 101	Belchertown	MA	01007		
John Cherubini	508-869-2307	81 Shrewsbury St	Boylston	MA	01505		
Brian Cassidy	508-465-0468	100 N Main St	Carver	MA	02330		
E.R. Buck Chair Company, Inc.	978-612-0022	300A High St.	Clinton	MA	01510		
HRJ, LLC	774-300-3700	5-D State Rd	Dartmouth	MA	02740		*
STR LLC	978-772-0722	20 Andrews Pkwy	Devens	MA	01434		
HRJ, LLC	774-855-5200	1 Chace Rd	East Freetown	MA	02717		*
John Fine and James Fine	774-678-4031	3103 Cranberry Hwy	East Wareham	MA	02538		
JJEC Fitness, LLC	508-548-0230	614 Main St	Falmouth	MA	02540		
MV-ATF Framingham, LLC	508-405-1300	19 Temple St	Framingham	MA	01702		
CMCM Enterrises, LLC	508-839-0084	100 Worcester St.	Grafton	MA	01536		
Movement for Life Fitness LLC	978-448-6720	536 Main St	Groton	MA	01450		
Stephen Scott Bothfeld	508-778-5525	1070 Iyannough Rd	Hyannis	MA	02601		
Jake Pylant	781-585-0444	187 Summer St	Kingston	MA	02364		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Eric Rouff	508-658-9090	771 Boston Post Rd E	Marlborough	MA	01752		
JJEC Fitness, LLC	508-477-7872	681 Falmouth Rd	Mashpee	MA	02649		
Denali Partners, Inc.	978-938-4855	52 Nason St	Maynard	MA	01754		
Medway Fitness, Inc.	508-533-3100	106 Main St	Medway	MA	02053		
Mark Sinclair Fitness, Inc.	339-293-4076	462 Main St.	Melrose	MA	02176		
P.A.L.S. Fitness, LLC	413-570-7070	135 King St	Northampton	MA	01060		
Anderson Huang	508-654-0057	10010-P Shops Way	Northborough	MA	01532		
Boston Fitness Group LLC	781-667-3191	111 Lenox St	Norwood	MA	02062		
North Shore Partners, Inc.	978-587-2137	2 1st Ave, Suite 126	Peabody	MA	01960		
JJEC Fitness, LLC	781-924-1209	166 Church St	Pembroke	MA	02359		
JJEC Fitness, LLC	508-326-2001	12 Riverside Drive	Pembroke	MA	02359	Projected to open in East Bridgewater, MA	
Rock Haven Ventures LLC	508-316-0191	13 Taunton St, Ste 3	Plainville	MA	02762		
Brian Cassidy	508-747-7677	138 Industrial Park Rd	Plymouth	MA	02360		
Donald Cafiero and Robert Horton	484-686-8302	1000 Germantown Pike, Ste A-2	Plymouth Meeting	MA	19462	Projected to open in Frostburg, MD	
Matthew Gulino and Christopher Charron	617-472-2447	475 Hancock St	Quincy	MA	02171		
West Elm Ventures, LLC	617-481-7056	158 West Elm Ave	Quincy	MA	02170	Projected to open in Canton, MA	*
West Elm Ventures, LLC	617-481-7056	158 West Elm Ave	Quincy	MA	02170	Projected to open in Braintree, MA	*
West Elm Ventures, LLC	617-481-7056	158 West Elm Ave	Quincy	MA	02170	Projected to open in Weymouth, MA	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Lance Vachon, Alexandra Ros and Jordan Miller	401-996-1133	957 Washington St.	S. Attleboro	MA	02703	Projected to open in Seekonk , MA	*
Lance Vachon, Alexandra Ros and Jordan Miller	401-996-1133	957 Washington St.	S. Attleboro	MA	02703	Projected to open in Providence, RI	*
MV-ATF Southbridge, LLC	774-402-8300	479 E Main St	Southbridge	MA	01550		
George Basbanes	978-649-6537	315 Middlesex Rd, Units 6 & 7	Tyngsboro	MA	01879		
Chris Charron	508-278-2424	158 N Main St	Uxbridge	MA	01569		
P.A.L.S. Fitness, LLC	413-579-5364	415 E Main St	Westfield	MA	01085		
Fastwitch Fitness Club LLC	508-796-5941	386 Shrewsbury St	Worcester	MA	01604		
John Cherubini	508-852-2292	71 Pullman St	Worcester	MA	01606		
Ballenger Creek Fitness LLC	301-228-0990	5850 Ballenger Crk Pike	Ballenger Creek	MD	21703		
Sachs Enterprise Corp.	410-569-0009	5 Bel Air S Pwy, Ste 1401	Bel Air	MD	21015		
Sites Fitness, LLC	410-838-8253	1206 Agora Dr.	Bel Air	MD	21014		
Code 22 Fitness, LLC	301-834-5100	721A W Potomac St	Brunswick	MD	21716		
Optimum Fitness, LLC	301-868-4560	9130 Piscataway Rd	Clinton	MD	20735		
Double R Fitness, LLC	301-253-2400	9815 Main St	Damascus	MD	20872		
Fitbliss Corp	443-417-1581	2315 Belair Rd	Fallston	MD	21047		
CAM, LLC	410-529-3020	2823 Grier Nursery Rd	Forest Hill	MD	21050	Projected to open in Hampstead, MD	
JBC Fitness, Inc.	410-838-2122	1 Newport Dr	Forest Hill	MD	21050		
MUT, LLC	301-606 9232	6613 Corbel Way	Frederick	MD	21703	Projected to open in Westminster, MD	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
MUT, LLC	301-606 9232	6613 Corbel Way	Frederick	MD	21703	Projected to open in Gaithersburg, MD	*
MUT, LLC	301-606 9232	6613 Corbel Way	Frederick	MD	21703	Projected to open in Urbana, MD	*
NXS Fitness, LLC	301-378-2906	6077 Spring Rdg. Pkwy.	Frederick	MD	21701		
Shawnee Inc.	301-668-2348	2405 Whittier Dr	Frederick	MD	21702		
Shawnee, Inc	240-246-3112	2212 Bear Den Road	Frederick	MD	21701	Projected to open in Clarksburg, MD	
Tyrone Mayer	301-515-4040	18319 Leaman Farm Rd.	Germantown	MD	20874		
Fitness Forge LLC	301-302-0580	19405 Emerald Square, Suite 1500	Hagerstown	MD	21742		
Susan Mancho-Bacai	410-799-8300	8160 Washington Blvd	Jessup	MD	20794		
Rewards Health & Fitness, LLC and Jasdeep Warren	240-242-3053	4265 Howard Ave	Kensington	MD	20895		
Nursery Fitness, LLC	410-609-0106	810 Nursery Rd	Linthicum	MD	21090		
Chesapeake Fitness Group LLC	410-800-7924	672 Old Mill Road, , Suite M	Millersville	MD	21108		
CAM, LLC	410-529-3020	5002 Honeygo Ctr. Dr.	Perry Hall	MD	21128		
Makey Fitness, LLC	410-667-0356	3430 Sweet Air Rd	Phoenix	MD	21131		
Poolesville Fitness & Health, LLC	240-489-3214	19942 Fisher Ave	Poolesville	MD	20837		
NK Fitness, Inc.	301-517-6767	9725 Traville Gtwy Dr	Rockville	MD	20850		
NXS Fitness, LLC	240-397-9580	520 E Baltimore St	Taneytown	MD	21787		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
George Puvel	301-271-0077	130 Frederick Rd.	Thurmont	MD	21788		
Sean Sites & Lori Sites	410-308-2348	55 W Aylesbury Rd, Ste A	Timonium	MD	21093		
Prabhakaran A. Raja	410-296-4966	40 York Rd	Towson	MD	21204		
Fitness Unlimited, LLC	207-453-6390	51 Western Ave	Fairfield	ME	04937		
Michael Coppola and Nicole Coppola	781-526-0269	69 Oak Ridge Rd	Kennebunkport	ME	04046	Projected to open in Kennebunk, ME	*
Michael Coppola and Nicole Coppola	781-526-0269	69 Oak Ridge Rd	Kennebunkport	ME	04046	Projected to open in TBD, ME	*
Michael Coppola and Nicole Coppola	781-526-0269	69 Oak Ridge Rd	Kennebunkport	ME	04046	Projected to open in TBD, ME	*
AF Northgate LLC	207-878-2008	91 Auburn St	Portland	ME	04103		
Michael Coppola and Nicole Coppola	207-883-3334	700 Gallery Blvd	Scarborough	ME	04074		*
AF SoPo LLC	207-699-0044	180 Waterman Dr	South Portland	ME	04106		
Andrija Lipovac and Jennifer Lipovac	810-512-4224	1099 Saint Claire River Dr	Algonac	MI	48001		
Ann Arbor AF, LLC	734-222-0955	2744 Jackson Rd	Ann Arbor	MI	48103		
M & J Health Club, LLC	734-418-3338	3393 Plymouth Rd, Ste D	Ann Arbor	MI	48105		
JCW Holdings LLC	248-829-7800	4399 Interpark Dr	Auburn Hills	MI	48326		*
Michael O'Neill	734-325 2809	11780 Belleville Rd	Belleville	MI	48111		
Jay Radloff and Beau Radloff	248-629-7745	3144 12 Mile Rd	Berkley	MI	48072		
AWESOME FACTORY LLC	810-227-3300	101 Brookside Ln, Ste G	Brighton	MI	48116		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Michael Vischer, Deborah K. Vischer and John Aaron Summy	517-499-3138	250 S Main St, Unit 7-8	Brooklyn	MI	49230		
J & S FITNESS, LLC	734-675-2447	23796 W Rd	Brownstown Township	MI	48183		
Kimberly and James Lee	231-846-2027	2101 Plett Rd	Cadillac	MI	49601		
Body Atelier LLC	734-738-6872	45211 Cherry Hill Rd	Canton	MI	48188		*
John Clauda	734-254-9191	8501 N Lilley Rd	Canton	MI	48187		
Susan Corey-Gaiser and Randall Gaiser	734-433-3333	1030 S Main St	Chelsea	MI	48118		
Seefit LLC	586-203-8200	28447 Iris Drive	Chesterfield	MI	48047	Projected to open in TBD, MI	
SJ Holdings, Inc.	586-949-0100	27653 23 Mile Rd	Chesterfield	MI	48051		
Hardbody Gym and Fitness, LLC	248-922-9494	7113 Dixie Hwy	Clarkston	MI	48346		
NLYTND, Inc.	248-625-3002	9685 Dixie Hwy	Clarkston	MI	48348		
Lift Fitness, LLC	586-416-4348	15222 Canal Rd	Clinton Township	MI	48038		
Britt's Fitness, LLC	517-278-2777	355 S Willowbrook Rd	Coldwater	MI	49036		
Ken Konieczka	810-653-1981	622 N State Rd	Davison	MI	48423		
JED FITNESS ENTERPRISE, LLC	313-444-1175	26334 Ford Rd	Dearborn Heights	MI	48127		
Ferlito Fitness, LLC and Anthony Ferlito	313-782-4820	735 Griswold St	Detroit	MI	48226		
Brian Dunaway and Jesse Dunaway	989-932-6069	8753 Monroe Rd	Durand	MI	48429		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
NP Fitness, LLC	517-333-8383	16800 Chandler Rd, Ste 109	East Lansing	MI	48823		
Stellar Fitness - Escanaba LLC	906-233-0000	301 N Lincoln Rd, Ste 31	Escanaba	MI	49829		
KGT HOLDINGS, LLC	248-479-6500	22078 Farmington Rd	Farmington	MI	48336		
Bryan and Dawn Powell	248-553-1912	37592 W 12 Mile Rd	Farmington Hills	MI	48331		
J&J ALLIANCE INC	810-750-1149	1145 N. Leroy St.	Fenton	MI	48430		
Ferlito Fitness Ferndale LLC	248-291-6645	22861 Woodward Ave	Ferndale	MI	48220		
Ronald Brink and David Michalak	734-782-3482	24619 Gibraltar Rd	Flat Rock	MI	48134		
Body Atelier LLC	810-230-0000	2133 S. Linden Rd.	Flint	MI	48532		
SJ Fraser, Inc.	586-285-1404	31887 Utica Rd.	Fraser	MI	48026		
J & H Fitness, LLC	231-924-7701	1224 W Main St	Fremont	MI	49412		
Jesse Dunaway and Teresa Dunaway	810-640-7923	7441 N Genesee Rd	Genesee	MI	48437		
Christopher Goll and Montgomery McClelland	810-694-6003	10293 S Saginaw Rd	Grand Blanc	MI	48439		
Christopher Goll, Montgomery McClelland and Jamie Goll	810-694-7800	2241 E Hill Rd	Grand Blanc	MI	48439		
J & H Fitness of Grand Haven, LLC	616-296-1050	1027 S Beacon Blvd	Grand Haven	MI	49417		
Body Builders, LLC	616-447-9000	5429 Northland Dr NE, Ste A	Grand Rapids	MI	49525		
A & A Anytime, Inc.	906-346-2525	48 E Stephenson Ave	Gwinn	MI	49841		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Gratitude Fitness, LLC	906-249-9800	1001 M-28 E	Harvey	MI	49855		
AF Haslett, LLC	517-977-1444	2119 Haslett Rd, Ste C-D	Haslett	MI	48840		
Brett Boyd and Tyson Carpenter	517-439-2407	210 West Carleton Rd, Ste A	Hillsdale	MI	49242		
DSM Fitness, LLC	616-796-8700	977 Butternut Dr, Ste 16	Holland	MI	49424		
Debbie Henderson and Marvin Henderson	517-540-1552	980 W Highland Rd	Howell	MI	48843		
FIF, Inc.	810-632-0022	1812 Old US 23	Howell	MI	48843		
Kenneth Konieczka	810-721-1988	1847 Van Dyke Rd	Imlay City	MI	48444		
Stellar Fitness - Iron Mountain, LLC	906-774-0000	1078 S Stephenson Ave	Iron Mountain	MI	49801		
A & A Anytime, Inc.	906-485-4502	130 N Pansy St	Ishpeming	MI	49849		*
Amanda Rainsberger	517-748-9351	4010 Page Ave	Jackson	MI	49254		
Anytime of Jackson West, LLC	517-743-4004	916-966 N West Ave	Jackson	MI	49202		
Nick & Angela Schmidt	269-365-9855	6980 Stadium Dr	Kalamazoo	MI	49009		
5F Ventures, LLC	517-420-6866	2340 Bridle Creek St. SE	Kentwood	MI	49508	Projected to open in Kentwood, MI	
LakeSenac, LLC	248-499-9425	3603, 3607 & 3611 South Baldwin Rd	Lake Orion	MI	48359		
Bedford Fitness LLC	734-568-6000	7300 Secor Rd., Ste. 4B	Lambertville	MI	48144		
Kenneth Konieczka	810-660-8500	700 S. Main St., suite 120 C	Lapeer	MI	48446		
Stephen W. Powell and Gail Lynn Powell	734-744-5395	37189 Six Mile Rd.	Livonia	MI	48152		
Salvator Maceri III	586-232-4905	16336 26 Mile Rd	Macomb	MI	48042		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
SJ Macomb, Inc.	586-690-8125	48812-48816 Romeo Plank	Macomb	MI	48044		
Chow Fitness, Inc. and Jessica Ashley	248-588-1020	32340 N Campbell Rd	Madison Heights	MI	48071		
Stellar Fitness - Marquette, LLC	906-226-6000	1175 W Washington St	Marquette	MI	49855		
Jeremiah and Betsy Joseph	269-781-2212	15873 W Michigan Ave, Ste 3	Marshall	MI	49068		
Shaymvl, Inc.	810-937-5974	3270 Gratiot Ave	Marysville	MI	48040		
Meek Enterprises, Inc.	269-944-9199	56098 S Main St	Mattawan	MI	49071		
Stellar Fitness- Menominee, LLC	906-864-4888	2350 10th St	Menominee	MI	49858		
A & A Anytime, Inc.	906-387-2220	601 W Munising Ave	Munising	MI	49862		*
Debbie Henderson, Marvin Henderson and Jessica Betts	586-716-3449	51400 County Line Rd	New Baltimore	MI	48047		
Nathan Goldenberg	269-683-3600	2010 S. 11th St.	Niles	MI	49120		
May Fitness, LLC	248-348-8080	47980 Grand River Ave	Novi	MI	48374		
Ortonville Fitness, LLC	248-627-4800	250 N Ortonville Rd	Ortonville	MI	48462		
Complete Woman, Inc.	248-969-3600	186 S. Washington	Oxford	MI	48371		
Clinton J. Scollard and Aimee D. Perrin-Scollard	231-348-2500	2170 Anderson Rd, Ste 120	Petoskey	MI	49770		
David Dusseau	810-231-9550	9500 Chilson Cir	Pinckney	MI	48169		
JCW Holdings LLC	810-813-1755	300 Tom Avenue	Pontiac	MI	48341	Projected to open in Bloomfield Hills, MI	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
JCW Holdings LLC	810-813-1755	300 Tom Avenue	Pontiac	MI	48341	Projected to open in West Bloomfield Twp, MI	*
Kyle Westberg and Brent Westberg	248-332-2833	149 N Perry St	Pontiac	MI	48342		
AF Portage, LLC	269-270-3165	283 W Centre Ave	Portage	MI	49024		
Debbie and Marvin Henderson	586-430-1526	67200 Gratiot Ave	Richmond	MI	48062		
SJ Rochester, Inc.	248-608-4475	1390 Walton Blvd	Rochester Hills	MI	48309		
Vincent Rotondo and Patrick Strausbaugh	586-690-1905	665 Apple Hill Lane	Rochester Hills	MI	48306	Projected to open in Monroe, MI	
Stellar Fitness - Sault Ste Marie LLC	906-253-0000	4422 I-75 Business Spur	Sault Ste. Marie	MI	49783		
Health Clubs Inc.	248-923-3000	2079 25 Mile Rd	Shelby Charter Township	MI	48316		
CAPITOL FITNESS SHELBY, INC.	586-803-3534	49045 Van Dyke Ave.	Shelby Twp	MI	48317		
Brian Waite	269-767-7111	855 LaGrange St	South Haven	MI	49090		
James Cox, Suzanne Cox, Sheryl Cox and Paul Cox	248-573-7730	20758 Pontiac Tr	South Lyon	MI	48178		
Suzanne Cox, Paul Cox and Sheryl Cox	248-486-9600	57066 10 Mile Rd	South Lyon	MI	48178		
Landon Brink and David Michalak	734-250-7531	15345 Dix-Toledo Rd	Southgate	MI	48195		
DD Mind Body Health LLC	586-549-5636	22026 Alger	St. Clair Shores	MI	48080	Projected to open in St. Clair Shores, MI	

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
SJ St. Clair Shores, Inc.	586-415-9662	30110 Harper Ave	St. Clair Shores	MI	48082		
Team LaFond Fitness, LLC	269-982-4022	1332 Hilltop Rd, Ste C	St. Joseph	MI	49085		
Meek Enterprises, Inc.	269-429-1222	5643 Cleveland Ave	Stevensville	MI	49127		
Michael Vischer, Deborah K. Vischer and John Aaron Summy	517-301-4908	1400-1422 W Chicago Blvd	Tecumseh	MI	49286		
KBH Fitness, LLC	231-941-7400	728 Munson Ave	Traverse City	MI	49686		
Ryan Hitsman and Brandon Pringle	248-275-8316	2129 W S Blvd	Troy	MI	48098		
Blue Roc Studios, LLC and Bryant Lawrence	248-926-0558	686 N Pontiac Trl	Walled Lake	MI	48390		
CAPITOL FITNESS, INC.	586-806-2150	7580 E 9 Mile Rd	Warren	MI	48091		
Commit 2 Fit Inc.	586-336-7700	65929 Van Dyke Rd	Washington	MI	48095		
Sean Yono and Karim Yono	248-499-8949	3399 Elizabeth Lake Rd	Waterford	MI	48328		
Bad Bird, Inc.	248-636-2260	6845 Highland Rd	White Lake	MI	48383		
Revencraft, LLC	616-538-4400	1851 44th St. SW	Wyoming	MI	49519		
Dexter AF LLC	734-340-6262	1900 Whittaker Rd	Ypsilanti	MI	48197		
Shawn Bromeland	507-377-8451	2508 Bridge Ave	Albert Lea	MN	56007		
McKinney & Sons LLC	763-276-7476	6589 Laketowne Pl NE	Albertville	MN	55301		
Elite Fitness of Alexandria, Inc.	320-763-8989	301 30th Ave W	Alexandria	MN	56308		
Cory Podany, Jill Podany and Jason McDunn	763-421-1005	3450 Bunker Lake Blvd NW	Andover	MN	55304		
21/90 Fitness Inc.	763-753-9270	5922 167th Ave NW	Anoka	MN	55303		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
VT Gibbs Investments, LLC	952-432-0100	6520 150th St W, Ste 100	Apple Valley	MN	55124		
JAX FITNESS LLC	651-490-3348	3673 Lexington Ave	Arden Hills	MN	55126		
A.J.S. of Austin, Inc.	507-437-2921	1301 18th Ave NW	Austin	MN	55912		
Bandon Fitness Texas, Inc.	218-354-7155	602 Front St N	Barnesville	MN	56514		
Fitness Fundamentals LLC	218-454-2000	14091 Baxter Dr, Ste 101	Baxter	MN	56425		
Bandon Fitness Texas, Inc.	763-262-2333	14030 Bank St, Ste 4	Becker	MN	55308		
Blue Star Investments, LLC	218-444-5529	2526 Hannah Ave	Bemidji	MN	56601		
Tim Restle	218-766-2228	405 Majestic Pines Ln NW	Bemidji	MN	56601	Projected to open in Powell, WY	
Bandon Fitness Texas, Inc.	763-263-1300	570 Humboldt Dr	Big Lake	MN	55309		
Bodacious in Blaine, LLC	763-401-6500	10731 University Ave NE	Blaine	MN	55434		
Daryl Horak	952-303-3864	5107 W 98th St	Bloomington	MN	55437		
Marie Louise Fitness, LLC	952-881-6102	8599 Lyndale Ave S	Bloomington	MN	55420		
J & J Fitness, LLC	218-828-0909	302 5th Ave NE	Brainerd	MN	56401		
George Kroll	952-917-7059	8700 Maryland Avenue North	Brooklyn Park	MN	55445	Projected to open in Murrieta, CA	
Master Fitness, Inc.	763-762-6932	4646 85th Ave N	Brooklyn Park	MN	55443		
Salus, LLC	763-682-9999	610 Crossroads Campus Dr., Ste 101	Buffalo	MN	55313		
David Schulze	952-222-9119	12700 Nicollet Ave, 121A	Burnsville	MN	55337		
AF Running Bear, LLC	507-315-1207	827 High Pointe Dr NE	Byron	MN	55920		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Jameson Hanson and David Jacob	507-440-6248	904 4th Street NW	Byron	MN	55920	Projected to open in Baldwin, WI	
Robert Haase, Stephanie Haase, John Haase and Pamela Haase	763-552-2348	113 Main St S	Cambridge	MN	55008		
WNW Enterprises, Ltd	763-422-9236	11460 Marketplace Dr	Champlin	MN	55316		
Karo Investments, LLC	952-361-4300	2980 N Chestnut St	Chaska	MN	55318		
McKinney & Sons LLC	651-257-1901	11183 Lake Blvd	Chisago City	MN	55013		
Blue Star Investments, LLC	218-879-6220	910 SR-33 S	Cloquet	MN	55720		
Scott Clark	763-421-7771	2421 Coon Rapids Blvd NW	Coon Rapids	MN	55433		
TKE Total Fitness, LLC	651-769-1311	7750 Harkness Ave S	Cottage Grove	MN	55016		
Northland Enterprises, Inc.	218-281-1123	2115 Shalstrom Dr	Crookston	MN	56716		
Jason White	763-531-9200	5580 W Broadway Ave	Crystal	MN	55428		
Steve Lokken, Alicia Lokken, Mason Pender and Sara Pender	218-844-5656	1647 Hwy 10 W	Detroit Lakes	MN	56501		
Bandon Fitness Texas, Inc.	218-227-0010	1710 Center Ave	Dilworth	MN	56529		
Blue Star Investments, LLC	218-624-1311	215 N. Central Ave.	Duluth	MN	55807		
Blue Star Investments, LLC	218-724-6653	1502 E Superior St	Duluth	MN	55812		
Emphatically in Eagan, LLC	651-686-4667	1981 Silver Bell Rd, Ste 1800	Eagan	MN	55122		
Happy, Healthy & Hopeful LLC	651-688-0324	1012 Diffley Rd	Eagan	MN	55123		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Kory Knoff	218-773-2882	1010 Central Ave NE	East Grand Forks	MN	56721		
Kyle Wheeler	952-417-6802	10165 Hennepin Town Rd	Eden Prairie	MN	55344		
Performance Trinity Life, LLC	952-322-0637	8327 Sheridan Ln	Eden Prairie	MN	55347	Projected to open in TBD, TN	*
Performance Trinity Life, LLC	952-322-0637	8327 Sheridan Ln	Eden Prairie	MN	55347	Projected to open in Scottsdale, AZ	*
Sellin' Cheeks, LLC	952-562-8702	14711 Martin Dr	Eden Prairie	MN	55344		
PLH & Associates - AF Edina, LLC	612-221-6775	4451 W 76th St	Edina	MN	55435		
Pyramid Fitness Group, LLC	763-633-4999	19437 Evans St NW	Elk River	MN	55330		
Happy, Healthy & Hopeful LLC	952-461-5554	321 Main St, Ste 104	Elko-New Market	MN	55054		
Scott Karo and Christine Dittrich	612-963-7200	4825 Ferncroft Dr	Excelsior	MN	55331	Projected to open in TBD, MN	
Scott Karo, Thomas Keenan and Adam Dering	952-401-0101	340 State Hwy 7	Excelsior	MN	55331		
Jack Von Bank	507-235-5055	462 S State St, Five Lks Ctr	Fairmont	MN	56031		
Success Clubs LLC	507-331-3434	1620 17th St NW	Faribault	MN	55021		
KMH Enterprises, LLC	651-419-9050	20700 Chippendale Ave. W.	Farmington	MN	55024		
Saurer Corporation	218-998-4424	120 1/2 W Cavour Ave	Fergus Falls	MN	56537		
Jocko Enterprises, Inc.	651-982-4583	1432 S Lake St	Forest Lake	MN	55025		
Mona Nelson	218-435-1566	903 S. Hillgoss Blvd. E.	Fosston	MN	56542		
Fitco, Inc.	507-237-3700	518 Main Ave	Gaylord	MN	55334		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Blue Star Investments, LLC	218-999-7774	110 Golf Course Rd	Grand Rapids	MN	55744		
Jewell Fitness, LLC	763-413-9348	1460 133rd Ln NE, Unit B	Ham Lake	MN	55304		
Bandon Fitness Texas, Inc.	763-498-0087	10981 4th St NE	Hanover	MN	55341		
Tony Nicholson and LaRoyce Nicholson	651-438-8818	1355 S Frontage Rd, Ste 340	Hastings	MN	55033		
Blue Star Investments, LLC	218-722-5930	4865 Miller Trunk Hwy	Hermantown	MN	55811		
Blue Star Investments, LLC	218-263-8200	3923 1st Ave.	Hibbing	MN	55746		
Ronald Manning	651-429-2188	14643 Mercantile Dr, Ste 100	Hugo	MN	55038		
Hutchinson Health & Fitness LLC	320-587-6900	525 S Grade Rd SW	Hutchinson	MN	55350		
Robert Haase, Stephanie Haase, John Haase, Pamela Haase	763-444-6344	120 Heritage Blvd NE	Isanti	MN	55040		
Ryan Brandts and Amanda Brandts	507-849-7348	508 2nd St	Jackson	MN	56143		
Stephen Moriarty	952-492-3232	115 S. Broadway	Jordan	MN	55352		
TKO Strength, LLC	507-634-8100	110 Main St W	Kasson	MN	55944		
Lake City, Inc.	651-345-4401	1205 N 7th St	Lake City	MN	55041		
Empowered Fitness Lakeville, Inc.	952-985-8888	17811 Kenwood Trl	Lakeville	MN	55044		
J&T Fitness Investments LLC	651-784-7033	552-554 Lilac St	Lino Lakes	MN	55014		
Bandon Fitness Texas, Inc.	320-593-0001	2226 E Frontage Rd	Litchfield	MN	55355		
Feet in the Fire, LLC	651-321-1996	2680 Rice St	Little Canada	MN	55117		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Chris Danielson	320-616-4700	205 16th St NE, Ste B	Little Falls	MN	56345		
Elite Fitness of Orono Inc.	763-300-3041	2073 Wayzata Blvd W, Ste 300	Long Lake	MN	55356		
TKO Health, LLC	507-642-2400	3 W Main St	Madelia	MN	56062		
NKJ Fitness, LLC	507-388-7002	600 S. Riverfront Dr	Mankato	MN	56001		
NKJ Fitness, LLC	507-388-7066	1751 N. Victory Dr	Mankato	MN	56001		
RJSD Group, LLC and Jeffrey Marier	763-425-1600	16445 CR-30	Maple Grove	MN	55311		
Trevor Linton, Beth Linton, Jesse Matter and Cheryl Matter	763-898-3956	6450 Wedgewood Rd N	Maple Grove	MN	55311		
CNF Limited Liability Company	651-800-7000	2515 White Bear Ave	Maplewood	MN	55109		
Bandon Fitness Texas, Inc.	507-929-3101	201 E College Dr	Marshall	MN	56258		
Salus, LLC	763-478-8881	5145 County Rd 101, Ste 1010	Medina	MN	55340		
CV Health MH, Inc.	651-687-0444	756 North Plaza Dr	Mendota Heights	MN	55120		
AFMO LLC	612-618-7850	5533 Pleasant Ave S	Minneapolis	MN	55419	Projected to open in TBD, MO	*
DBL-A, Inc.	612-339-6655	111 Washington Ave N, Ste 100	Minneapolis	MN	55401		
Fransgato Fitness LLC	612-444-7464	4725 Hiawatha Ave	Minneapolis	MN	55406		
Highland Holdings, LLC	612-455-4100	39 Clarence Ave SE	Minneapolis	MN	55414	Projected to open in St. Paul, MN	*
Liberation of Lyndale, LLC	612-823-3120	5309-25 Lyndale Ave S	Minneapolis	MN	55419		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
M&A Fitness, LLC	612-345-7753	2910 Lyndale Ave S	Minneapolis	MN	55408		
Northeastern Holdings, LLC	612-455-4100	39 Clarence Ave SE	Minneapolis	MN	55414	Projected to open in Minneapolis, MN	
Prospect Holdings, LLC	612-455-4100	2718 University Ave SE	Minneapolis	MN	55414		
Watson Health and Fitness, Inc.	612-521-4050	2104 W. Broadway Ave.	Minneapolis	MN	55411		
Salus LLC	952-545-1000	11104 Cedar Lake Rd	Minnetonka	MN	55305		
Thalberg Enterprises, Inc.	641-990-2710	213 N. 6th St., PO Box 503	Montevideo	MN	56265	Projected to open in Marshalltown, IA	
SemperStrong Fitness, LLC	763-295-9000	4081 Cedar St	Monticello	MN	55362		
Bandon Fitness Texas, Inc.	218-227-5440	935 37th Ave S	Moorhead	MN	56560		*
Robert Haase, Stephanie Haase, John Haase & Pamela Haase	320-679-6970	901 Forest Ave E	Mora	MN	55051-1617		
Lake Minnetonka Fitness, LLC	952-491-5200	2200 Commerce Blvd.	Mound	MN	55364		
Ryon Savasta and Tracy Savasta	763-786-2244	2541 W County Rd 10	Mounds View	MN	55112		
Salus, LLC	763-208-9489	3540 Winnetka Ave N	New Hope	MN	55427		
CAS Fitness, LLC	952-758-9165	221 Chalupsky Ave. SE.	New Prague	MN	56071		
TKO Wellness, LLC	507-354-0700	512 1st St S	New Ulm	MN	56073		
Karen Buckhouse	218-961-1111	24400 Smiley Rd N	Nisswa	MN	56468		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Robert Haase, Stephanie Haase, John Haase and Pamela Haase	651-674-0580	38873 14th Ave	North Branch	MN	55056		
Success Clubs, LLC	507-650-0010	618 Division St S	Northfield	MN	55057		
njoy Health, LLC	651-702-6500	7077 10th St N	Oakdale	MN	55128		
Alpine Fitness, LLC	763-493-6900	8829 Jefferson Hwy	Osseo	MN	55369		
TNT Fitness Corporation	507-451-0144	1010 Hoffman Dr.	Owatonna	MN	55060		
K & J Fitness of PR LLC	218-237-3737	200 Gilbert Ave.	Park Rapids	MN	56470		
Robert Haase, Stephanie Haase, John Haase and Pamela Haase	320-629-8987	925 Main St S	Pine City	MN	55063		
CAS Fitness, LLC	507-562-4500	507 8th Ave SE	Pipestone	MN	56164		
Jason White	612-290-7316	4365 Weston Ln N	Plymouth	MN	55446	Projected to open in TBD, MN	
Trevor Linton, Beth Linton, Jesse Matter and Cheryl Matter	763-432-2099	4190 Vinewood Ln N, Ste 136	Plymouth	MN	55442		
Lew.I.Is Enterprises, Inc.	763-389-1661	2025 2nd St N	Princeton	MN	55371		
Smart Fitness LLC	763-712-3445	7876 Sunwood Dr.NW, Ste 100A	Ramsey	MN	55303		
O'Day Enterprises, LLC	651-212-8396	1105 Bench St	Red Wing	MN	55066		
C Harrison Health and Fitness, LLC	612-243-3481	6401 Richfield Pkwy	Richfield	MN	55423		
Rochester Fitness, LLC	608-778-6320	73 Grandeville Rd SW, #1021	Rochester	MN	55902	Projected to open in Rochester, MN	*
Rochester Fitness, LLC	608-778-6320	73 Grandeville Rd SW, #1021	Rochester	MN	55902	Projected to open in Rochester, MN	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Rochester Fitness, LLC	507-322-6225	1629 N Broadway Ave	Rochester	MN	55906		*
Pyramid Fitness Group, LLC	763-428-1799	14142 Northdale Blvd	Rogers	MN	55374		
Mademann Investment Group Rosemount, LLC	651-322-4433	2678 149th St W	Rosemount	MN	55068		
njoy Health, LLC	651-489-3600	1686 Lexington Ave N	Roseville	MN	55113		
Robert Haase, Stephanie Haase, John Haase and Pamela Haase	320-245-3191	418 Main St	Sandstone	MN	55072		
Kelsey Schultz	320-774-1820	809 10th Ave N	Sartell	MN	56377		
Sauk River Investments LLC	320-230-8484	225 2nd Ave N	Sauk Rapids	MN	56379		
SV Holdings, LLC	952-226-2004	14233 O'Connell Ct.	Savage	MN	55378		
S & H Fitness LLC	952-233-8155	1206 Shakopee Town Sq.	Shakopee	MN	55379		
Lexington Investments LLC	651-393-5894	5922 Lexington Ave N	Shoreview	MN	55126		
Colleen Braun	507-794-2424	128 Main St E, Ste B	Sleepy Eye	MN	56085		
njoy Health, LLC	651-366-6465	1205 Southview Blvd	South St. Paul	MN	55075		
Colleen Braun	507-723-8199	220 E Maple St	Springfield	MN	56087		
M & M Fitness, LLC	612-260-2300	2701 39th Ave NE	St. Anthony	MN	55421		
Kody Enterprises of Minnesota, LLC	763-753-3399	23212 St. Francis Blvd, Suite 900	St. Francis	MN	55070		
TKO Fitness, LLC	507-375-3755	512 1st Ave. S.	St. James	MN	56081		
AF St. Paul, LLC	651-292-1707	226 Spring St	St. Paul	MN	55102		
Grand Fitness, LLC	651-340-2811	1059 Grand Ave.	St. Paul	MN	55106		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Jet Investments LLC	651-772-0600	1700 Suburban Ave	St. Paul	MN	55106		
Chad Guentzel	507-934-4604	100 Dodd Rd	St. Peter	MN	56082		
AF Running Tiger, LLC	507-533-1923	99 20th St NE	Stewartville	MN	55976		
Stillwater Anytime Investment, Inc.	651-439-5544	1270 W Frontage Rd, Valley Rdg Mall	Stillwater	MN	55082		
CCM Enterprise LLC	218-681-1305	1845 Hwy 59 S	Thief River Falls	MN	56701		
Blue Star Investments, LLC	218-749-8000	5482 Mountain Iron Dr.	Virginia	MN	55792		
Quentin Luff and Sherri Schouweiler-Luff	651-565-4181	611 Broadway Ave	Wabasha	MN	55981		
Gladiator Fitness Incorporated	320-230-8383	1143 2nd St S	Waite Park	MN	56387		
Wellness for Life, LLC	507-201-5087	115 4th St SW	Waseca	MN	56093		
Fitness 101, Inc.	952-406-8225	3428 County Rd 101 S	Wayzata	MN	55391		
njoy Health, LLC	651-457-0300	1201 S Robert St, Ste 2	West St. Paul	MN	55118		
Neslan, LLC	651-330-0367	4600 Centerville Rd	White Bear Lake	MN	55127		
NKJ Fitness, LLC	651-426-8054	955 Wildwood Rd	White Bear Lake	MN	55115		
Bandon Fitness Texas, Inc.	320-441-2300	1605 S 1st St	Willmar	MN	56201		
Versatile Fitness, Inc.	507-494-0000	975 Frontenac Dr	Winona	MN	55987		
Jacek Kozdroj & Gabriella Kozdroj	651-714-0800	755 Bielenberg Dr.	Woodbury	MN	55125		
K & J Fitness, LLC	651-998-1099	1125 Woodbury Dr	Woodbury	MN	55129		
Minnesota Fitness, LLC	507-295-7110	1151 Ryans Rd., Ste. 112	Worthington	MN	56187		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Kody Enterprises of Minnesota, LLC	763-856-0400	12530 Fremont Ave, Ste 300	Zimmerman	MN	55398		
SH3 Health Consulting, LLC	636-527-6470	14557 Manchester Rd	Ballwin	MO	63011		
Ryan Wattenbarger and Jennifer Rachel Wattenbarger	816-841-8841	772 SW East US Hwy 40	Blue Springs	MO	64015		
Capital T Investments, LLC	573-346-9911	522 SR-5	Camdenton	MO	65020		
Sonya Price and Pathe Price	816-632-6200	603 E Platte Clay Way	Cameron	MO	64429		
LM Fitness, LLC	573-332-0023	1131 N Kingshighway St	Cape Girardeau	MO	63701		
Mike Fischer	314-485-8986	62 Four Season Shopping Ctr	Chesterfield	MO	63017		
Tony Fuselier and John Engert	660-240-0690	348 W Business 36 Hwy	Chillicothe	MO	64601		
AF Missouri, LLC	573-886-7024	3200 Penn Ter, Ste 117	Columbia	MO	65202		
AF Missouri, LLC	573-777-7024	2101 Corona Rd, Ste 103	Columbia	MO	65203		
AF Missouri, LLC	573-483-0070	1729 West Broadway	Columbia	MO	65203		
DP Fitness Group, LLC	314-965-0600	343 Watson Plz	Crestwood	MO	63126		
Sharp Fitness, LLC	816-630-6200	959 N Jesse James Rd	Excelsior Springs	MO	64024		
Megan Brown, LLC	573-664-1445	759 Market St Ctr	Farmington	MO	63640		
HudSim, LLC	816-884-3165	1911 N 291 Hwy	Harrisonville	MO	64701		
Chriskarllfit, LLC	636-376-2990	7 Dillon Plz Dr	High Ridge	MO	63049		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Van Weelden Insurance Agency, Inc.	573-204-0445	2451 N High St	Jackson	MO	63755		
Bradbury Fitness, LLC	573-659-4763	3220 W Edgewood Dr	Jefferson City	MO	65109		
M & M Health and Fitness Enterprises Inc.	816-746-6400	7000 NW 83rd St	Kansas City	MO	64152		
Larker Fitness, LLC	816-903-1300	105 S Jefferson, B7-8	Kearney	MO	64060		
Engert & Fuselier Investments, LLC	660-956-0574	2002 N Baltimore St	Kirksville	MO	63501		
JMB Fitness, LLC	417-991-2525	1300 W Elm St	Lebanon	MO	65536		
We Build Empires, LLC	816-781-0017	888 Haines Dr	Liberty	MO	64068		
ML Training, LLC	417-724-8990	833 N Main St	Nixa	MO	65714		
AFMO LLC	314-395-2627	9654 Olive Blvd	Olivette	MO	63132		*
Bradbury Fitness, LLC	573-693-9339	965 Hwy 42	Osage Beach	MO	65065		
Created in His Image, LLC	417-581-5500	1508 W. Hwy. J	Ozark	MO	65721		
Cayleighs on Main LLC	816-858-7007	347 Main St	Platte City	MO	64079		
HudSim, LLC	816-540-2012	2001 N 7 Hwy, Stes FGHI	Pleasant Hill	MO	64080		
Family Investment Group, LLC	573-609-2600	2875 James Blvd	Poplar Bluff	MO	63901		*
HudSim, LLC	816-331-5040	913 W Foxwood Dr	Raymore	MO	64083		
Sawyer Strong, LLC	417-732-5999	581 E Elm St	Republic	MO	65738		
Weir Fitness, LLC	816-776-5656	218 S. Thornton St.	Richmond	MO	64085		
Van Weelden Insurance Agency, Inc.	573-426-5299	201 S Bishop Ave	Rolla	MO	65401		
Omada Holdings LLC	660-281-8772	110 W 3rd St	Sedalia	MO	65301		
PaSo Ventures, Inc.	816-532-5032	1010 S. US Hwy. 169	Smithville	MO	64089		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Express Fitness, LLC	417-719-4292	319N E Battlefield St	Springfield	MO	65807		
John Gorman	417-887-2348	2767 W Republic Rd	Springfield	MO	65807		
Hoss Fitness Center, Inc	816-232-1315	1209 N. Belt Hwy, Ste F	St. Joseph	MO	64506-2411		
Jjakyl Fitness, LLC	314-696-6952	4329F Butler Hill Rd	St. Louis	MO	63128		
Titan Fitness, LLC	636-387-7777	7517 Mexico Rd	St. Peters	MO	63376		
MBM Fitness, LLC	573-68-2348	250 S Service Rd E	Sullivan	MO	63080		
FIT AF Enterprises, LLC	636-584-0563	110 Union Plz Dr	Union	MO	63084		
B & S Fitness Lifestyle, LLC	636-239-1920	2022 Phoenix Ctr Dr	Washington	MO	63090		
Anthony Skinner and Laura Skinner	573-774-4195	1104 Historic Rte 66	Waynesville	MO	65583		
SpearsFIT, LLC	314-801-8969	13 S Old Orchard Ave	Webster Groves	MO	63119		
Sure Fit Holdings, LLC	417-255-2555	1651 Gibson St	West Plains	MO	65775		
Dave & Patti Bueker	636-273-1515	2450 Taylor Rd	Wildwood	MO	63040		
Kenny Stubblefield	662-257-6330	60383 Cotton Gin Port Rd	Amory	MS	38821		
CMR Fitness, LLC	228-466-2511	614 Blue Meadow Rd	Bay St. Louis	MS	39520		
David Roberts & Justin Siverd	601-706-4605	2155 SR-18	Brandon	MS	39042		
TFE BYRAM MS LLC	601-371-8499	5750 I-55 S	Byram	MS	39272		
Justin Siverd and Joshua Hall	601-741-8079	303 S Van Buren Street	Carthage	MS	39051		
Delta Fit, LLC	662-843-8443	207 N Davis Ave, Ste G	Cleveland	MS	38732		
Anytimeps, LLC	662-570-4593	3918 US-45	Columbus	MS	39705		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Anytimeps, LLC	662-630-5067	935 E Alabama St	Columbus	MS	39702		
Marlen Babin	228-396-8459	4494 Popp's Ferry Road, Suite E	D'Iberville	MS	39540		
Justin Siverd	601-398-4036	2799 Hwy 49 S, Suite E	Florence	MS	39073		
David Roberts & Justin Siverd	601-992-3488	5651 MS-25	Flowood	MS	39232		
Fountain Enterprises, LLC	662-862-7737	104 Mueller Brass Rd.	Fulton	MS	38843		
Omada Holdings LLC	662-294-8882	1301 Sunset Dr, Ste F	Grenada	MS	38901		
Jackson Fitness, LLC	601-321-9465	4924 I-55 N, Ste 107	Jackson	MS	39211		
Anytimeps, LLC	662-437-8988	534 N Church Ave	Louisville	MS	39339		
Bobby Blane Britton	601-849-4757	1573 US 49 S.	Magee	MS	39111		
WEC Enterprises, LLC	601-249-0356	417 Apache Dr	McComb	MS	39648		
Fitness Systems of Mississippi I, LLC	601-484-7272	2934 N Hills St	Meridian	MS	39305		*
Pro Fit, Inc.	662-534-4009	220 Starlyn Ave.	New Albany	MS	38652		
David Roberts and Justin Siverd	662-259-2296	2132 Jackson Ave W	Oxford	MS	38655		
Pearl Fitness, LLC	601-664-0330	628 S Pearson Rd	Pearl	MS	39208		
Twenty Four Seven Fitness, LLC	601-749-3443	1605 Hwy. 11	Picayune	MS	39466		*
TFE RICHLAND MS LLC	601-933-1945	655 Hwy 49 S, Suites E, F, G	Richland	MS	39218		
Tupelo Fitness, Inc.	662-844-1235	2421 W Main St	Tupelo	MS	38801		
T-Hamer Fitness, LLC	601-638-1101	3403 Pemberton Square Blvd, Unit C	Vicksburg	MS	39180		
Fountain Enterprises, LLC	662-492-5877	45 Airport Rd	West Point	MS	39773		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
B & W Fitness, LLC	601-928-1776	969 Hall St	Wiggins	MS	39577		
MDS Fitness, Inc.	406-294-0170	2724 Montana Ave	Billings	MT	59101		
MDS Fitness, Inc.	406-839-2075	605 24th St W	Billings	MT	59102		
MDS Fitness, Inc.	406-839-9060	1509 Main St	Billings	MT	59105		
MDS Fitness, Inc.	406-433-2248	117 E Main St	Sidney	MT	59270		
Rocky Mountain Health & Fitness, Inc.	406-777-3345	39 Stevensville Cutoff Rd.	Stevensville	MT	59870		
Nikolai Maximov	828-277-7117	1863 Hendersonville Rd	Asheville	NC	28803		
Thomas Johnson	828-505-3715	805 Patton Ave	Asheville	NC	28806		
James Sorey and Jody Sorey	225-571-2427	262 Quiet Waters Rd	Belmont	NC	28012	Projected to open in TBD, NC	*
James Sorey and Jody Sorey	225-571-2427	262 Quiet Waters Rd	Belmont	NC	28012	Projected to open in Charlotte, NC	*
James Sorey and Jody Sorey	225-571-2427	262 Quiet Waters Rd	Belmont	NC	28012	Projected to open in Belmont, NC	*
James Sorey and Jody Sorey	225-571-2427	262 Quiet Waters Rd	Belmont	NC	28012	Projected to open in TBD, NC	*
Parana Fitness, LLC	910-253-8956	2819 Midway Rd SE	Bolivia	NC	28422		
Boone AF, LLC	828-386-1100	368 Hwy 105 Ext	Boone	NC	28607		
James Musselwhite and Matthew Hambright	336-329-9111	1617 Glidewell Dr, Ste 101	Burlington	NC	27215		
Eric Jones	919-276-4646	1207 Kildaire Farm Rd	Cary	NC	27511		
Fit Fitness 247, LLC	704-321-2463	10844 Providence Rd, Ste 200	Charlotte	NC	28277		
Fitolini, Inc.	980-800-2347	1636 Sardis Rd N, Suite 160	Charlotte	NC	28270		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Playerun, LLC and Carly Mathison	828-261-6728	3609 South Blvd	Charlotte	NC	28209		
Queen of Kings, LLC and George Fox	706-580-5850	14321 Roe Buck Meadow Lane	Charlotte	NC	28278	Projected to open in Charlotte, NC	*
Queen of Kings, LLC and George Fox	706-580-5850	14321 Roe Buck Meadow Lane	Charlotte	NC	28278	Projected to open in Charlotte, NC	*
Queen of Kings, LLC and George Fox	706-580-5850	14321 Roe Buck Meadow Lane	Charlotte	NC	28278	Projected to open in Charlotte, NC	*
Sloan McNaughton	980-219-7552	10211 Prosperity Park Dr	Charlotte	NC	28269		
Rod Millett	919-243-2895	50 Neuse River Pkwy	Clayton	NC	27527		
Stephen Brevig, Karen Brevig and Clinton Brevig	704-966-5858	165 Cross Center Rd	Denver	NC	28037		
MedBrill Investments, LLC	919-908-8680	121 Sherron Rd	Durham	NC	27703		
Dearonne Bethea, Broderick Ward, Jr., Jerome Easter, Corey Stephens	910-745-9081	4251 Ramsey St	Fayetteville	NC	28311		
Sean ODonnell	336-500-8712	5605 W Friendly Ave	Greensboro	NC	27410		
Hammer and Stewart Strong, LLC	919-283-4555	5225 Sunset Lake Rd.	Holly Springs	NC	27540		
Rod Millett	704-906-7954	300 Quaker Meadows Qt.	Holly Springs	NC	27540	Projected to open in TBD, NC	
Band of Brothers Fitness Group, LLC	910-425-2590	4230 Legion Rd	Hope Mills	NC	28348		
Karen Brevig, Stephen Brevig and Clinton Brevig	704-948-8988	9856 Gilead Rd, Ste 101	Huntersville	NC	28078		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
James Sorey and Jody Sorey	704-273-1616	6270 Bayfield Pkwy	Kannapolis	NC	28027		*
Fitness 11, LLC and Alex White	828-754-0570	112 Wilkesboro Blvd SE	Lenoir	NC	28645		*
Carolina Medical and Laboratory Management, Inc.	336-250-5443	750 Indian Wells Circle	Lexington	NC	27295	Projected to open in Salisbury, NC	*
Carolina Medical and Laboratory Management, Inc.	336-250-5443	750 Indian Wells Circle	Lexington	NC	27295	Projected to open in Statesville, NC	*
Symmetry Health and Fitness, Inc.	704-989-1354	15040 Idlewild Rd	Matthews	NC	28104		
David Piejak	980-999-2232	8124 Blair Rd	Mint Hill	NC	28227		
Mitan Corporation	704-766-8400	837 E Roosevelt Blvd	Monroe	NC	28112		
Alpha Fitness, LLC	704-249-6456	516-D River Highway, Ste 248	Mooresville	NC	28117	Projected to open in TBD, FL	*
Alpha Fitness, LLC	704-249-6456	516-D River Highway, Ste 248	Mooresville	NC	28117	Projected to open in Sanford, FL	*
Alpha Fitness, LLC	704-249-6456	516-D River Highway, Ste 248	Mooresville	NC	28117	Projected to open in Doctor Phillips, FL	*
Carolina Medical and Laboratory Management, Inc.	704-235-4959	858 A Brawley School Rd	Mooresville	NC	28117		*
Crystal Coast Sports Network, LLC	252-648-8808	4913 Bridges St.	Morehead City	NC	28557		
Fit For All Seasons, Inc.	919-377-0357	2103 Grace Park Dr	Morrisville	NC	27560		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Jon Martin Gambill, Jerry Bryan Davis II, James Gwyn Gambill & Rajni Patel	336-719-6588	844 N Main St	Mount Airy	NC	27030		
Barricklow Fitness, LLC	336-973-4348	1108 D St	North Wilkesboro	NC	28659		
Hannah Hershner-Ambrozewski and Tristan Ambrozewski	910-365-9882	110 Ivey Lane	Pinehurst	NC	28374		
Christopher Pointe	704-889-0800	601 N Polk St	Pineville	NC	28134		
Corpus Enterprises, LLC and Joe Corpus	919-533-5722	4500 Falls of Neuse Rd	Raleigh	NC	27609		
Ken M. Mullins	919-957-0000	2121 T.W. Alexander Dr, Ste 115	Raleigh	NC	27560		
LATISSIMUS, LLC	919-776-0211	2563 Hawkins Ave	Sanford	NC	27330		
Team Ski Fitness LLC	910-365-9888	128 Brucewood Rd	Southern Pines	NC	28387		
Grinnell Family Fitness, LLC	704-256-1690	5409 Potters Rd	Stallings	NC	28104		
BLJ Management Inc.	919-435-8544	3309 Rogers Rd, Ste 205	Wake Forest	NC	27587		
David J. Pohorence	704-661-3320	4412 Hoffmeister Drive	Waxhaw	NC	28173	Projected to open in Waxhaw, NC	
Fitolini, Inc.	704-728-9442	1205 Glynwater Lane	Waxhaw	NC	28173	Projected to open in Harrisburg, NC	
South Charlotte Sports, LLC	704-821-0885	5941 Weddington Rd, Suite 107	Wesley Chapel	NC	28104		
Newlife Fitness 5, Inc.	910-933-0101	5060 New Centre Dr, Ste 70	Wilmington	NC	28403		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Newlife Fitness 5, Inc.	910-769-3654	3715 Patriot Way	Wilmington	NC	28412		*
The Integritas Group of North Carolina, Inc. & Webb Family Enterprises, LP	336-790-8696	482 E Hanes Mill Rd	Winston-Salem	NC	27105		
OCHOSI ENTERPRISES LLC	919-554-4562	1130 US-1 N	Youngsville	NC	27596		
Bandon Fitness Texas, Inc.	701-258-6532	141 Ivy Ave	Bismarck	ND	58504		
MDS Fitness, Inc.	701-751-0448	4600 N 19th St, Ste 501	Bismarck	ND	58503		
Quest 4 Fitness, Inc.	701-662-3411	205 6th St NE	Devils Lake	ND	58301		
MDS Fitness, Inc.	701-483-9747	620 19th St W	Dickinson	ND	58601		
Bandon Fitness Texas, Inc.	701-566-8507	5050 Timber Pkwy S, Suite 116	Fargo	ND	58104		*
Bandon Fitness Texas, Inc.	701-239-1781	2614 N Broadway, Ste B	Fargo	ND	58102		
Bandon Fitness Texas, Inc.	701-277-5040	1801 45th St S	Fargo	ND	58103		
Heiden Fitness, LLC	701-215-4554	659 Windemere Dr. West	Fargo	ND	58078	Projected to open in TBD, ND	*
Heiden Fitness, LLC	701-215-4554	659 Windemere Dr. West	Fargo	ND	58078	Projected to open in Horace, ND	*
Blue Star Investments, LLC	701-772-0208	3750 32nd Ave S	Grand Forks	ND	58201		
Blue Star Investments, LLC	701-252-4142	2400 Hwy 281 S, Ste F3-F4	Jamestown	ND	58401		
Bandon Fitness Texas, Inc.	701-663-8209	408 1st St NW, Ste B	Mandan	ND	58554		
Carmen M. Buckmeier and James L. Buckmeier	701-852-3333	305 20th Ave. SW.	Minot	ND	58701		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
James L. Buckmeier and Carmen M. Buckmeier	701-838-3333	1100 N Broadway	Minot	ND	58703		
Carmen M. Buckmeier	701-776-6683	272 Hwy 2 SW	Rugby	ND	58368		
Sherry McGlaughlin	701-664-3456	801 Elm St	Tioga	ND	58852		
Heiden Fitness, LLC	701-591-0192	1651 Wheatland Rd	Wahpeton	ND	58072		*
Bell One Fitness, Inc.	701-842-3600	105 9th Ave SE, Ste 2	Watford City	ND	58854		
MDS Fitness, Inc.	701-774-1935	1542 16th St W, Unit 204	Williston	ND	58801		
JAAM Enterprises, Inc.	402-228-2277	2317 N 6th St, #10	Beatrice	NE	68310		
Pokorny Ventures, Inc.	402-504-6531	15605 Bennington Rd	Bennington	NE	68007		
Nichron, LLC	402-533-8200	1844 Washington St	Blair	NE	68008		
Blue Star Investments, LLC	402-564-3488	333 E 23rd St, Ste 100	Columbus	NE	68601		
B&W Interests, Inc.	402-387-7925	1105 E Hwy 33, Ste 2	Crete	NE	68333		
Pro Body Fit, LLC	402-939-7444	20231 Manderson St	Elkhorn	NE	68022		
Paulsen Fitness, LLC	402-727-7919	2415 E 23rd Ave S, Ste 400	Fremont	NE	68025		
Robinson Fitness, L.L.C.	308-382-4700	3721 W 13th St, Ste B	Grand Island	NE	68803		
Lubrand Fitness, LLC	402-916-9111	11863 S 216th St, Ste 1	Gretna	NE	68028		
GAB Fitness, Inc.	402-462-5225	1211 East South St	Hastings	NE	68901		
Kim Tegtmeier and Teresa Keslar	402-792-8792	6710 Woodland Blvd	Hickman	NE	68372		
Robinson Fitness, L.L.C.	308-233-5500	810 E 56th St, Ste 2	Kearney	NE	68847		
MELSON FITNESS, LLC	308-324-3481	210 Frontier St	Lexington	NE	68850		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Hype Woodworks L.L.C.	402-488-7777	4131 Pioneer Woods Dr, Ste 106	Lincoln	NE	68506		
Hype Woodworks L.L.C.	402-742-7777	7301 S 27th St, Ste 100	Lincoln	NE	68512		
Hype Woodworks L.L.C.	402-438-7777	4900 N 26th St, #106	Lincoln	NE	68521		
Kirk A. Cox and Megan Cox	402-413-5275	8055 Colby Street	Lincoln	NE	68505	Projected to open in TBD, NE	
Jesica Anderson and Brad Anderson	612-619-1273	17400 N 84th St	Lincoln	NE	68517	Projected to open in Waverly, NE	
Kelly Barton	308-777-2099	204 Norris St	McCook	NE	69001		*
Blue Star Investments, LLC	402-713-5124	1556 S 11th St	Nebraska City	NE	68410		
Sibert Fitness, LLC	402-371-6600	2118 Market Ln, Ste 2	Norfolk	NE	68701		
Kelly Barton	308-221-6677	310 E 5th St	North Platte	NE	69101		*
Janette Hobbs	402-336-2285	409 E. Douglas St.	O' Neill	NE	68763		
Sportsman Lake, LLC	402-685-4011	235 N. Oakland Ave	Oakland	NE	68045		
JATA Corp.	402-505-4466	15505 Ruggles St	Omaha	NE	68116		
JATA Corp.	402-991-2333	1027 Jones St	Omaha	NE	68102		
Lubrand Fitness, LLC	402-560-2282	18716 Alder Drive	Omaha	NE	68136	Projected to open in Chalco, NE	
Markus Grubham	402-991-8663	2215 N 90th St	Omaha	NE	68134		
Shape Nebraska, LLC	402-934-5488	1121 S 180th St	Omaha	NE	68130		
Wallace Health & Fitness, Inc.	402-504-9555	11336 S 96th St	Papillion	NE	68046		
Aptitude Investments, LLC	402-385-6246	614 Main St	Pender	NE	68047		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Plattsmouth Fitness, LLC	402-298-4351	2380 W 8th Ave, Stes 1-2	Plattsmouth	NE	68048		
Glenn Ennen and Kim Ennen	402-352-0300	690 W 16th St	Schuyler	NE	68661		
Kelly Barton	308-633-1000	1700 Broadway	Scottsbluff	NE	69361		
James Reynolds and Denise Reynolds	402-41-8943	2601 Cornhusker Dr	South Sioux City	NE	68776		
Stu Kolosick and Kara Baumert	402-372-9910	104 N Main St	West Point	NE	68788		
George Zografos and Paul Zografos	603-204-5455	77 Derry Rd	Hudson	NH	03051		*
Rebecca Capo	603-942-6027	262 1st NH Turnpike, Ste. 1	Northwood	NH	03261		
NievesCo LLC	603-373.8885	109 Gosling Rd	Portsmouth	NH	03801		
JSK Fitness, LLC	603-298-6770	66 Benning St., Ste. 2	West Lebanon	NH	03784		
Robert Scaccia	603-552-3147	32 Indian Rock Rd	Windham	NH	03087		
Neil Zirin and Robert Zirin	732-202-7702	34 Lanes Mill Rd	Brick	NJ	08724		
Michael Sharp and John Torpey	856-391-5900	597 Shiloh Pike	Bridgeton	NJ	08302		
Ryan Murphy	609-893-1261	18 Broadway St	Browns Mills	NJ	08015		
GFF Fitness, Inc.	201-917-7277	695 Anderson Ave	Cliffside Park	NJ	07010		*
Simily Trading, LLC	732-882-1111	549 Inman Ave	Colonia	NJ	07067		*
GFF Fitness, Inc.	845-642-5944	706 Alexander Way	Edgewater	NJ	07020	Projected to open in New Rochelle, NY	*
GFF Fitness, Inc.	845-642-5944	706 Alexander Way	Edgewater	NJ	07020	Projected to open in Hoboken, NJ	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
A.M. Cleaning Solutions, Inc.	201-565-3469	430 Market St, Units 6-8	Elmwood Park	NJ	07407		
Matthew and Stacey Pokrywka	973-827-8900	45 Mitchell Avenue	Franklin	NJ	07416		
DTA Fitness LLC	732-584-6111	441 Elizabeth Ave	Franklin Township	NJ	08873		
Michael Collazo and Laila Collazo	609-241-1650	45 S New York Rd	Galloway	NJ	08205		
Dr. John Nosti and Jennifer Nosti	609-994-0696	344 N Main St	Lanoka Harbor	NJ	08734		
Maxim Investments, LLC	609-625-1999	4450 Black Horse Pike	Mays Landing	NJ	08330		
Michael Collazo and Laila Collazo	609-625-5620	6016 Main St	Mays Landing	NJ	08330		
Michael Sharp	856-765-5196	1601 N High St	Millville	NJ	08332		
Butterfly Ventures, LLC	973-998-6300	1004 Tabor Rd	Morris Plains	NJ	07950		
Matthew Pokrywka and Stacey Pokrywka	973-208-8200	5734 Berkshire Vly Rd	Oak Ridge	NJ	07438		
JW Fitness Limited Liability Company	732-714-0010	2809 Rte 88	Point Pleasant	NJ	08742		
Tyrone Sherrod	908-624-7070	1350 Galloping Hill Rd	Union	NJ	07083		
Michael Sharp	856-839-0065	301 S Main Rd, Unit D5	Vineland	NJ	08360		
Joe Caruso	908-223-1897	5 Clubhouse Dr, Units 5 & 6	Washington	NJ	07882		
Michael Sharp	856-885-4662	1041 Glassboro Rd	Williamstown	NJ	08094		
Douglas Graham and Deborah Graham	575-439-8100	1300 Hamilton Rd	Alamogordo	NM	88310		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
All Viable Assets, LLC	505-296-0000	3301 Menaul Blvd NE, Ste 14-15	Albuquerque	NM	87107		
Exercise Strength, LLC	505-934-0524	5809 Juan Tabo NE	Albuquerque	NM	87111		
Make It Happen, LLC	505-839-0008	2115 Vista Oeste NW, Ste A	Albuquerque	NM	87120		
Myriad, Inc.	505-821-9850	9550 Sage Rd SW, Ste A105	Albuquerque	NM	87121		
Team Guys, LLC	505-426-4234	3824 Shenandoah PL NE	Albuquerque	NM	87111	Projected to open in TBD, NM	
Team Guys, LLC	505-426-4234	3824 Shenandoah PL NE	Albuquerque	NM	87111	Projected to open in Roswell, NM	
TRB Enterprises LLC	505-375.2020	4212 Coal Ave SE	Albuquerque	NM	87108		
TRB Enterprises LLC	505-220-1525	PO Box 52126	Albuquerque	NM	87181	Projected to open in Albuquerque, NM	
VisionFit, LLC	505-898-9022	5708 McMahon Blvd NW	Albuquerque	NM	87114		
Ultimate 24 Fitness, Aztec, LLC	505-334-9595	105 W Aztec Blvd	Aztec	NM	87410		*
Martin Lebrun and Fernando Ibarra	575-689-1156	400-2 Cascades Ave	Carlsbad	NM	88220		
Team Guys, LLC	505-587-1500	603 Silkey Way	Espanola	NM	87532		
Sandra Schumacher	505-325-5848	4917 E Main St	Farmington	NM	87402		*
Sandra Schumacher	505-436-7600	1245 W Apache Street	Farmington	NM	87401		*
Martin Lebrun and Fernando Ibarra	575-616-7600	3825 North Grimes St	Hobbs	NM	88240		
Aspenbay, LLC	575-521-1001	115 Roadrunner Way, Ste 4	Las Cruces	NM	88011		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Team Guys, LLC	505-587-7870	1650 7th St	Las Vegas	NM	87701		
T-Fit, LLC	505-75-2400	2510 Main St	Los Lunas	NM	87031		
Myriad, Inc.	505-867-3111	4405 Jager Dr. NE, Ste. B1	Rio Rancho	NM	87144		
OSO LLC	575-502-5438	2927 Sudderth Dr	Ruidoso	NM	88345		
Capital City Fitness Group, LLC	505-424-9770	4641 Airport Rd, Ste 9	Santa Fe	NM	87507		
Nicholas Muller	505-795-2674	2204 Ardor Street	Santa Fe	NM	87505	Projected to open in Los Alamos, NM	
Santa Fe ATF, LLC	505-424-0500	720 St. Michael's Dr.	Santa Fe	NM	87505		
Desert Valley Fitness, Inc.	702-440-3400	806 Buchannan Blvd, Ste 101	Boulder City	NV	89005		
Mike Blasquez	775-222-0022	2629 N Carson St	Carson City	NV	89706		
Mike Blasquez and Michelle Blasquez	775-885-7771	4530 S Carson St	Carson City	NV	89701		
Reed Inc.	775-289-8855	1500 Great Basin Blvd	Ely	NV	89301		
Fernley ATF, LLC	775-575-9300	1201 Penny Ln, Ste 120-130	Fernley	NV	89408		
Gardnerville ATF, LLC	775-783-5130	1352 Hwy 395, Unit #101-104	Gardnerville	NV	89410		
Amy Paolinelli and Brett Paolinelli	562-233-6317	1330 Calle Calma	Henderson	NV	89012	Projected to open in TBD, NV	
ATF ONE, LLC	702-202-1371	1510 W Horizon Rdg Pkwy	Henderson	NV	89012		
Herban Infusion, LLC	702-747-9194	2920 Bicentennial Pkwy	Henderson	NV	89044		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
International Gym Brands, Inc.	702-586-1500	855 Seven Hills, Ste 120-150	Henderson	NV	89052		
AF Summerlin LLC	702-818-5311	9436 W Lk Mead Blvd, Ste 10	Las Vegas	NV	89134		
Anytime Vegas LLC	702-434-0240	6125 S Fort Apache Rd, Ste 212	Las Vegas	NV	89148		
Audrey Arnold, Lenny Taylor and James Arnold	702-498-3530	3432 Coconino Lane	Las Vegas	NV	89129	Projected to open in Triple Creek, OR	
Bandon Fitness Texas, Inc.	702-438-2407	6520 E. Lake Mead Blvd., Ste.107	Las Vegas	NV	89156		
Bandon Fitness Texas, Inc.	702-207-6483	5635 E. Charleston Blvd	Las Vegas	NV	89142		
Code 22 Fitness, LLC	240-876-6082	3168 Tarpon Dr. #203	Las Vegas	NV	89120	Projected to open in Lovettsville, VA	
Donald Gray	702-459-2424	7537 S Rainbow Blvd, Ste 109	Las Vegas	NV	89139		
Health and Fitness USA, LLC	702-800-6779	500 E Windmill Ln, Ste 150	Las Vegas	NV	89123		
Volta Lake Enterprises, LLC	702-820-0660	8490 West Desert Inn Rd	Las Vegas	NV	89117		*
Volta Lake Enterprises, LLC	702-820-0770	6070 W Craig Rd	Las Vegas	NV	89130		*
Volta Lake Enterprises, LLC	702-210-9423	8424 Illusionary Magic Circle	Las Vegas	NV	89131	Projected to open in Las Vegas, NV	*
TW1753 Fit, LLC	702-346-3121	550 W Pioneer Blvd	Mesquite	NV	89027		
Pahrump ATF, LLC	775-751-9600	70 S Hwy 160	Pahrump	NV	89048		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
ALL4GOOD Inc.	530-570-7446	9040 Spearhead Way	Reno	NV	89506	Projected to open in Chico, CA	*
ALL4GOOD Inc.	530-570-7446	9040 Spearhead Way	Reno	NV	89506	Projected to open in Paradise, CA	*
Borden Fitness Group, LLC	775-677-2233	1130 N Hills Blvd	Reno	NV	89506		
Brandon Borden	775-73-4040	50 W Liberty St, Ste 105	Reno	NV	89501		
Brandon Borden	775-677-2900	202 Silver Lake Rd	Reno	NV	89508		
Brandon Borden	775-287-7589	3154 Vista Favoloso	Reno	NV	89519	Projected to open in Spanish Springs, NV	
Cynthia Shaw and James Shaw	925-803-0272	3405 Lone Tree Lane	Reno	NV	89511	Projected to open in Menlo Park, CA	*
Cynthia Shaw and James Shaw	925-803-0272	3405 Lone Tree Lane	Reno	NV	89511	Projected to open in Mountain View, CA	*
Cynthia Shaw and James Shaw	925-803-0272	3405 Lone Tree Lane	Reno	NV	89511	Projected to open in Redwood City, CA	*
Functional Fitness, LLC	775-852-7007	18603 Wedge Pkwy, Stes D-E	Reno	NV	89511		
Functional Fitness, LLC	775-622-8034	4784 Caughlin Pkwy., Ste. 401	Reno	NV	89519		
Pointer Holdings, LLC	775-848-4892	5255 Longley Ln, Stes 120, 125, 130	Reno	NV	89502		
Spanish Springs ATF, LLC	775-746-8400	6370 Mae Anne Ave, Stes 4-5	Reno	NV	89523		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Watchmen Fitness Group, LLC	775-200-2681	10380 Cavalry Cir	Reno	NV	89521	Projected to open in Gridley, CA	
Watchmen Fitness Group, LLC	775-331-0348	2881 Northtowne Ln	Reno	NV	89512		
Fitinvest, LLC	775-626-2500	2494 Wingfield Hills Rd, Ste 120	Spanish Springs	NV	89436		
Brandon Borden	775-358-1144	3170 Vista Blvd, Ste 106	Sparks	NV	89436		
Watchmen Fitness Group, LLC	775-777-1348	278 Spring Creek Pkwy, Ste 103	Spring Creek	NV	89815		
Yerington ATF, LLC	775-463-3848	243 N Main St	Yerington	NV	89447		
Karen Reaney and Brian Moore	775-580-7266	212 Elks Point Rd	Zephyr Cove	NV	89448		
David Dix Fitness LLC	716-768-0037	3135 Niagara Falls Blvd	Amherst	NY	14228		
Antonio & Antonio LLC	914-648-0055	720 N Bedford Rd	Bedford Hills	NY	10507		
Daniel McAuliffe Ltd.	607-217-4020	1247 Upper Front St	Binghamton	NY	13905		
Upstate Fitness, LLC	585-396-9777	4402 Rte 5-20	Canandaigua	NY	14424		
Farrell Wellness, Inc.	315-752-3001	5962 NY-31	Cicero	NY	13039		
Big Time Fitness, LLC	845-237-7016	29 Quaker Rd	Cornwall	NY	12518		
Wayman Fitness, Inc.	607-662-0313	3939 State Rte 281	Cortland	NY	13045		
Antonio & Antonio LLC	914-719-5466	1 E Main St	Elmsford	NY	10523		
BSPN Fitness, LLC	518-636-5111	175 Broad St	Glens Falls	NY	12801		
Tyris Gyms, LLC and Austin Dority	518-531-4325	1169 NY-29	Greenwich	NY	12834		
Scott Daley and Brooke Daley	518-636-5410	3736 Burgoyne Ave.	Hudson Falls	NY	12839		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
David Dix Fitness, LLC and Erica Ireland	716-489-3089	901 Fairmount Ave	Jamestown	NY	14701		
Fadi Abdallah	315-450-6875	6223 The Hamlet	Jamesville	NY	13078	Projected to open in Syracuse, NY	*
Fadi Abdallah	315-450-6875	6223 The Hamlet	Jamesville	NY	13078	Projected to open in Camillus, NY	*
Fadi Abdallah	315-715-3311	7165 Buckley Rd	Liverpool	NY	13088		*
Bigger Stronger Smarter Enterprises, LLC and Matthew Chausse	716-433-3400	459 S Transit Rd, Ste 201	Lockport	NY	14094		
Fit For All, Inc.	315-986-4380	515 Sampson Dr	Macedon	NY	14502		
Farrell Junior, Inc.	315-791-0026	315 Fayette St	Manlius	NY	13104		
Desa Fitness of NY LLC	914-487-8033	218 S Highland Avenue	Ossining	NY	10562		
Antonio & Antonio LLC	914-606-1368	60 Washington Ave	Pleasantville	NY	10570		
Thomas Masaschi and Ellen VanCamp	585-454-1115	50 Chestnut St	Rochester	NY	14604		
JEMF Buffalo Industrial LLC	347-385-7893	2130 Route 94	Salisbury Mills	NY	12577	Projected to open in Salisbury Mills, NY	*
JEMF Buffalo Industrial LLC	347-385-7893	2130 Route 94	Salisbury Mills	NY	12577	Projected to open in Westbury, NY	*
Arc Springs, LLC	518-222-6210	4 Tiffany Place	Saratoga Springs	NY	12866	Projected to open in Saratoga Springs, NY	*
Matthew Bialuk and Jonathan Gable	518-222-6210	4 Tiffany Place	Saratoga Springs	NY	12866	Projected to open in Manahawkin, NJ	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Matthew Bialuk and Jonathan Gable	518-222-6210	4 Tiffany Place	Saratoga Springs	NY	12866	Projected to open in Toms River, NJ	*
Michael Gennusa and Todd Douglas	914-301-5969	325 Rte 100, Store LL1	Somers	NY	10589		
Farrell Junior, Inc	315-385-1514	172 Woodbine Ave	Syracuse	NY	13206	Projected to open in TBD, NY	
Vision Casting, Inc.	607-930-4444	3701 Vestal Pkwy E	Vestal	NY	13850		
bigtimefitnesswalden L.L.C.	845-713-5133	78 Oak St	Walden	NY	12586		
Big Time Fitness Warwick, LLC	845-544-7727	62 Galloway Rd	Warwick	NY	10990		
Randy Stanifer	513-947-2345	212 W Main St	Amelia	OH	45102		
CNS Fitness LLC	440-984-4961	7590 Oak Point Rd	Amherst	OH	44001		
Avon Fitness LLC	440-934-1961	35516 Detroit Rd	Avon	OH	44011		
John Calvert	937-709-9113	6254 Wilmington Pike	Bellbrook	OH	45459		*
Lyle Endsley	937-595-0303	210 W Columbus Ave, Suite 1	Bellefontaine	OH	43311		
The Bellevue Hospital	419-484-5426	102 Commerce Park Drive	Bellevue	OH	44811		
QBR Holdings, LLC	561-255-2500	795 Squirrel Hill Dr	Boardman	OH	44512	Projected to open in Boardman, OH	
Bandon Fitness Texas, Inc.	419-315-8510	1038 N Main St	Bowling Green	OH	43402		
Fielding Health & Fitness, LLC	330-220-4446	3714 Center Rd	Brunswick	OH	44212		
Bandon Fitness Texas, Inc.	419-513-1012	1120 S Main St	Bryan	OH	43506		
Bandon Fitness Texas, Inc.	419-689-5298	199 S Stetzer Rd	Bucyrus	OH	44820		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
JC Fitness, LLC	330-967-0000	6442 S Raccoon Road	Canfield	OH	44406		*
HJD Fitness, LLC	330-477-5000	5135 W Tuscarawas	Canton	OH	44708		
Bandon Fitness Texas, Inc.	567-876-1399	228 E Market St	Celina	OH	45822		
Everfit, LLC	440-729-0480	8009 Mayfield Rd	Chesterland	OH	44026		
Dell Smith and Trent Patterson	740-779-0999	1560 N Brg St	Chillicothe	OH	45601		*
Bandon Fitness Texas, Inc.	740-207-5217	23585-23591 US 23	Circleville	OH	43113		
Victorious Fitness G2 Inc.	216-221-1712	11517 Clifton Blvd	Cleveland	OH	44102		
Victorious Fitness Inc.	216-941-1100	3318 Warren Rd	Cleveland	OH	44111		
VOMART, Inc.	440-350-6247	9950 Johnnycake Rdg Rd, Unit B	Concord Township	OH	44077		
Bandon Fitness Texas, Inc.	740-575-1050	23635 Airport Rd	Coshocton	OH	43812		
Love 4 G LLC	937-890-9300	9141 N Dixie Dr	Dayton	OH	45414		
Pumping Iron II, LLC	419-782-2111	8959 SR-66	Defiance	OH	43512		
Razor AF Corporation	740-602-0905	1710 Columbus Pike, Ste 218	Delaware	OH	43015		
Hoosier Fitness, Inc.	614-557-0652	5239 Avery Oak Drive	Dublin	OH	43016	Projected to open in New Albany, IN	*
Hoosier Fitness, Inc.	614-557-0652	5239 Avery Oak Drive	Dublin	OH	43016	Projected to open in TBD, IN	*
Jeffrey O'Mara	937-456-0135	1220 N Barron St	Eaton	OH	45320		*
CNS Fitness LLC	440-366-1140	625 Chestnut Cmns Dr	Elyria	OH	44035		
Brad Gibson	419-425-4269	1987 Tiffin Ave	Findlay	OH	45839		
Bandon Fitness Texas, Inc.	419-208-0820	1800 E State St	Fremont	OH	43420		
MAD Fitness, LLC	614-687-1945	3050 Turnberry Ct	Grove City	OH	43123		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
H2A2 Investments, Inc.	513-367-2400	10501 New Haven Rd	Harrison	OH	45030		
Bandon Fitness Texas, Inc.	740-971-1128	534 E Main St	Jackson	OH	45640		
Bandon Fitness Texas, Inc.	567-876-1344	125 W Ohio St	Kenton	OH	43326		
KO Fitness, LLC	937-813-1828	3137 Far Hills Ave	Kettering	OH	45429		
H2A2 Investments, Inc.	513-228-7771	1525 Genntown Dr	Lebanon	OH	45036		
A + B Fitness For Life LLC	419-221-0030	2119 Elida Rd	Lima	OH	45805		
Bandon Fitness Texas, Inc.	740-463-9572	224 E Lafayette St	London	OH	43140		
Randy Stanifer	513-583-6683	515 Loveland Madeira Rd.	Loveland	OH	45140		
Randall Stanifer	513-480-0050	5765 S State Route 48	Maineville	OH	45039		
PGDT, LLC	513-340-7269	7247 Wooster Pike, Units 7247, 7249 & 7251	Mariemont	OH	45227		
MAD Fitness, LLC	740-373-2407	223 Captain D Seeley Mia Dr	Marietta	OH	45750		
H2A2 Inestments, Inc.	740-389-6200	154 McMahan Blvd	Marion	OH	43302		
Razor AF Corporation	937-707-3494	15570 US 36 E	Marysville	OH	43040		
H2A2 Investments, Inc.	763-229-3678	3449 Deer Creek Dr.	Maumee	OH	43537	Projected to open in Brazil, IN	
H2A2 Investments, Inc.	763-229-3678	3449 Deer Creek Dr.	Maumee	OH	43537	Projected to open in TBD, OH	
H2A2 Investments, Inc.	763-229-3678	3449 Deer Creek Dr.	Maumee	OH	43537	Projected to open in TBD, OH	
5878 Mayfield, LLC	440-461-9500	5878 Mayfield Rd	Mayfield Heights	OH	44124		
H2A2 Investments, Inc.	513-539-2424	269 N Main St	Monroe	OH	45050		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Tripple JB Inc.	513-871-2424	3537 Columbia Pkwy	Mount Lookout	OH	45226		
Bandon Fitness Texas, Inc.	740-326-1106	1417 Coshocton Ave	Mount Vernon	OH	43050		*
Bandon Fitness Texas, Inc.	419-573-8550	1412 Scott St	Napoleon	OH	43545		
NEW BOSTON FITNESS, LLC	740-876-9160	4645 Gallia St	New Boston	OH	45662		*
Sohail & Cheryl Ahmad	216-688-5877	11110 Kinsman Rd	Newbury	OH	44065		
Plain Fitness, LLC	330-915-3105	2676 Easton St NE, Ste L	North Canton	OH	44721		
Poor Boys Fitness, LLC	440-326-1010	35147 Center Rdg Rd	North Ridgeville	OH	44039		
ANJ, LLC	419-663-8663	265 Benedict Ave, Ste 100	Norwalk	OH	44857		
Bandon Fitness Texas, Inc.	419-796-8583	820 N Locust St	Ottawa	OH	45875		*
Jeff O'Mara	513-524-3212	5276 College Corner Pike	Oxford	OH	45056		
Perfect Fit Partners, LLC	937-451-3771	1571 Covington Ave, 3B	Piqua	OH	45356		
James Fain	330-353-6673	3199 Chablis Ln	Poland	OH	44514	Projected to open in Columbiana, OH	*
James Fain	330-353-6673	3199 Chablis Ln	Poland	OH	44514	Projected to open in Salem, OH	*
Bandon Fitness Texas, Inc.	419-967-2255	1624 E Perry St	Port Clinton	OH	43452		*
Modfit Corp.	330-467-1416	419 W. Aurora Rd.	Sagamore Hills	OH	44067		
Benjamin Barkes	937-710-4326	2016 Michigan St	Sidney	OH	45365		
Randy Stanifer	440-248-8463	28500 Miles Rd.	Solon	OH	44139		
H2A2 Investments, Inc.	937-748-9977	728 N Main St	Springboro	OH	45066		
H2A2 Investments, Inc.	937-717-6907	151 Tuttle Rd	Springfield	OH	45505		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Brandon Pastor and Sharon Pastor	740-359-6159	49723 White Feather Lane	St. Clairsville	OH	43950	Projected to open in Wheeling, WV	
Pastor Fitness, LLC	740-699-2900	50843 Valley Plz. Dr.	St. Clairsville	OH	43950		
TFIT, LLC	330-655-1331	1624 Norton Rd	Stow	OH	44236		
C&T Fitness, LLC	937-524-8072	978 W Main St	Tipp City	OH	45371		
Erick Donges and Tara Donges	513-428-0724	825 W State St	Trenton	OH	45067		
Brooks Fitness, LLC	937-339-3030	1450 W Main St	Troy	OH	45373		
The CS Caerus Corporation	216-862-3186	2151 S Taylor Rd	University Heights	OH	44118		
Bandon Fitness Texas, Inc.	937-516-7922	1637 Scioto St	Urbana	OH	43078		
Bandon Fitness Texas, Inc.	419-513-1029	303 Towne Center Blvd	Van Wert	OH	45891		*
Sugar Creek Corporation	440-963-7170	4721 Liberty Ave	Vermilion	OH	44089		
Bandon Fitness Texas, Inc.	567-876-1384	205 Defiance St	Wapakoneta	OH	45895		*
Bandon Fitness Texas, Inc.	740-313-7773	240 Washington Sq	Washington Court House	OH	43160		*
Bandon Fitness Texas, Inc.	567-806-0201	830 N Shoop Ave	Wauseon	OH	43567		*
H2A2 Investments, Inc.	937-865-3055	1953 S Alex Rd	West Carrollton	OH	45449		*
Bandon Fitness Texas, Inc.	614-423-8570	680 N State St	Westerville	OH	43082		*
H2A2 Investments, Inc.	937-366-6581	2829 Progress Way, Unit 2	Wilmington	OH	45177		*
Pastor Fitness, LLC	740-275-4140	100 Main Street	Wintersville	OH	43953		
LD Hibbard, Jr. and Julie Hibbard	580-223-5252	1513 N Rockford Rd	Ardmore	OK	73401		*
Bandon Holdings, LLC	405-470-4440	7140 NW 23rd St	Bethany	OK	73008		
JAM Holdings, LLC	918-893-6777	6450 S Elm Pl	Broken Arrow	OK	74011		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Brannan Bordwine and Jerrika Shepard	405-224-5100	1211 W Grand Ave	Chickasha	OK	73018		
Fuselier Fitness, LLC	580-547-4038	2013 Jaycee Ln	Clinton	OK	73601		
Chennault Investments, LLC	580-745-9522	3601 W Main Street	Durant	OK	74701		
Morningside, LLC	405-562-4577	1333 N Santa Fe Ave, Ste 119-120	Edmond	OK	73003		
Show Some Love LLC	405-938-1818	58 E 15th St, Ste 58-60	Edmond	OK	73013		
ABP Investments, LLC	405-422-1190	1627A Hwy 66	El Reno	OK	73036		
Diel Wellness LLC	580-237-2100	3324 W Owen K Garriot Rd	Enid	OK	73703		
Engert & Fuselier Investments, LLC	405-293-9200	1726 S Division St, Ste D - E	Guthrie	OK	73044		*
Engert & Fuselier Investments, LLC	580-468-7777	1402-B Main St	Guymon	OK	73942		
Melissa Johnson and Brent Johnson	918-956-0888	303 E Main St	Henryetta	OK	74437		
Hulett Investments Oklahoma, LLC	580-326-3480	1800 E Jackson St	Hugo	OK	74743		
Lawton Family Fitness LLC and Brent Johnson	580-275-2009	6414 NW Cache Rd	Lawton	OK	73505		
Tony Fuselier & Christopher Rumsey	580-699-8484	2304 E Gore Blvd, Ste 1	Lawton	OK	73507		
Spence & Fuselier Fitness, LLC	405-759-7900	811 SW 19th St	Moore	OK	73160		
Bandon Holdings, LLC	405-256-6177	216 N Mustang Mall Ter	Mustang	OK	73064		
Flotrell LLC	405-392-2900	745 NW 32nd Pl	Newcastle	OK	73065		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
ABP Investments, LLC	405-814-6222	2209 SW 104th St	Oklahoma City	OK	73159		
Back To Wellness, LLC	405-605-6200	519 NW 23rd St, Ste 106	Oklahoma City	OK	73103		
EJJ Fitness LLC	405-601-4177	5901 S Sooner Rd	Oklahoma City	OK	73135		
Kamino, LLC	405-722-8800	7019 W Hefner Rd	Oklahoma City	OK	73162		
Phase 2 Holding Company, LLC	405-608-0221	2820 NW 122nd Street	Oklahoma City	OK	73120		*
C & J Fitness	918-376-4999	12912 E 86th St N	Owasso	OK	74055		
Sure Fit Holdings, LLC	918-721-0766	2205 N Broadway St	Poteau	OK	74953		*
Fitness Club of Pryor OK LLC	918-824-4799	29 N Mill St	Pryor	OK	74361		
Shaun Fisher	918-245-2348	3802 S 113th West Ave	Sand Springs	OK	74063		
Ladies Fitness, Inc.	918-512-6700	619 S Main St	Sapulpa	OK	74066		
Dakota Fitness, LLC	405-273-2673	1601 N Kickapoo Ave, Ste 100	Shawnee	OK	74804		
Todd Humberger and Alissa Humberger	918-453-1111	1741 S Muskogee Ave, Ste 5	Tahlequah	OK	74464		
Bandon Holdings, LLC	580-290-5141	2122 Oklahoma Ave	Woodward	OK	73801		*
DNB Fitness, LLC	541-981-8552	2760 Pacific Blvd SE	Albany	OR	97321		
SLS Enterprises, LLC	541-708-0136	1505 Siskiyou Blvd	Ashland	OR	97520		
Douglas Fitness, Inc.	541-665-5200	312 Oak St	Central Point	OR	97502		*
Triple J Fitness	503-728-2777	600 E Columbia River Hwy	Clatskanie	OR	97016		*
KDL FITNESS, LLC	541-758-9100	955 NW Kings Blvd	Corvallis	OR	97330		
J3R, LLC	541-649-1830	1600 E Main St	Cottage Grove	OR	97424		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Trifit, LLC	503-623-1131	740 Main St	Dallas	OR	97338		
J3R, LLC	541-689-0777	65 Division Ave	Eugene	OR	97404		
Braulio Medina	503-596-2951	897 NE 25th Ave	Hillsboro	OR	97124		
Critical Mass, LLC	503-837-0949	1369 Monmouth St	Independence	OR	97351		
FamFit4Life, LLC	541-891-4084	1831 Avalon St.	Klamath Falls	OR	97603		
Nathan Fortlage	541-663-0300	2212 Island Ave, Ste 400	La Grande	OR	97850		
AF1 Management, LLC	503-636-1664	1171 McVey Ave	Lake Oswego	OR	97034		
TRIFIT EAST LLC	541-536-9779	16487 Bluewood Pl	LaPine	OR	97739		
JN Fitness, Inc. and Nancy Pance	541-451-2111	671 Main St	Lebanon	OR	97355		
Doug Peterman	541-475-7090	212 SW 4th St	Madras	OR	97741		
Iron Scheid, Inc.	541-973-2700	3564 Lone Pine Rd	Medford	OR	97504		*
The Commons Anytime, LLC	541-779-1446	150 N Bartlett St	Medford	OR	97501		*
Powerhouse Gym & Fitness Center, Inc.	503-538-3303	1112 N Springbrook Rd	Newberg	OR	97132		
KDL Fitness LLC	541-929-9400	1313 Main St.	Philomath	OR	97370		
Hatley Investments, LLC	541-504-2868	915 SW Rimrock Way, Suite 101	Redmond	OR	97756		
Powerhouse Gym & Fitness Center, Inc.	503-625-5511	16555 SW 12th St	Sherwood	OR	97140		
Dove Fitness, Inc.	503-873-7033	703 McClaine St	Silverton	OR	97381		
Jerry Evans and Jason Evans	541-937-5355	2197 Olympic St	Springfield	OR	97477		
Triple J Fitness	503-397-0027	1538-1540 Columbia Blvd	St. Helens	OR	97051		*
DNB Fitness, LLC	503-769-5500	935 N 1st Ave	Stayton	OR	97383		
M&N Fitness, LLC	541-459-4348	332 Dakota St.	Sutherlin	OR	97479		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Powerhouse Gym & Fitness Center, Inc.	503-596-2576	16200 Pacific Hwy, Ste A	Tigard	OR	97224		
Orion Fitness LLC	503-676-6604	26940 SE Stark St	Troutdale	OR	97060		
Braulio Medina and Joy Medina	503-305-7075	22340 Salamo Rd	West Linn	OR	97068		
Powerhouse Gym & Fitness Center, Inc.	503-855-3234	30480 SW Boones Ferry Rd	Wilsonville	OR	97070		
Ausmax Fitness, LLC and Olga Singleterry	503-982-3645	2247 Country Club Rd	Woodburn	OR	97071		
BB Fit 2 LLC	724-929-2100	156 Finley Rd	Belle Vernon	PA	15012		
CRB Iron LLC	412-212-0233	4603 Library Rd	Bethel Park	PA	15102		
LD Fitness, LLC	610-944-5400	850 Golden Dr	Blandon	PA	19510		
Double A Fitness Ventures, LLC	610-243-1777	623 Conchester Highway	Boothwyn	PA	19061		
Abbas Tech LLC	724-269-2200	135 Towne Square Way	Brentwood	PA	15227		
Silent Owl, LLC	610-951-4225	1421 US-209, Ste 126	Brodheads ville	PA	18322		
Lifecycle Advantage, Inc.	724-287-2407	116 Pt Plz	Butler	PA	16001		*
McCool Enterprises, Inc.	724-826-5466	1312 Pittsburgh St	Cheswick	PA	15024		
Vell9 Fitness, LLC	717-54 -0039	479 W Penn Ave	Cleona	PA	17042		
Healthy Lifestyle Gyms, LLC	610-489-6652	130 W Main St, Suite 100B	Collegeville	PA	19426		
Witt & Segulla Inc., Nathan Witt, Dean Witt and Steve Segulla	724-612-3283	135 Southridge Dr	Cranberry Township	PA	16066	Projected to open in TBD, PA	
Walter Sherwood	570-675-1222	2859 SR 309, 65 Country Club Shopping Center	Dallas	PA	18612		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Walter Sherwood	570-780-8471	21 S Waterford Road	Dalton	PA	18414	Projected to open in Carbondale, PA	*
Walter Sherwood	570-780-8471	21 S Waterford Road	Dalton	PA	18414	Projected to open in Berwick, PA	
B Fit B You, LLC	570-271-0100	603 E Market St	Danville	PA	17821		
JB.2 Enterprises, LLC	717-839-2348	2005 Miller Rd	East Petersburg	PA	17520		
AF Emmaus, LLC	610-421-8805	1031 Chestnut St	Emmaus	PA	18049		
4 Under Incorporated	717-610-3166	204 Newberry Pkwy	Etters	PA	17319		*
FB Fitness, LLC	484-879-6106	229 N Pottstown Pike	Exton	PA	19341		
Titus Murray	724-443-3020	5055 William Flynn Hwy	Gibsonia	PA	15044		
Titus Murray	412-651-2110	4141 Gibsonia Drive	Gibsonia	PA	15044	Projected to open in Middlesex Township, PA	
F&M Fitness, LLC	484-415-7101	1050 E Philadelphia Ave	Gilbertsville	PA	19525		
GMT Fitness Enterprises, LLC	412-486-4536	1718 William Flynn Hwy	Glenshaw	PA	15116		
Jostco, LLC	724-588-8020	25 Williamson Rd	Greenville	PA	16125		
ZJACS, LLC, Alyssa Pyer and Corrine Csiky	724-450-0724	4 Pine Grove Vlg Dr	Grove City	PA	16127		
Kevin Genuardi	215-896-8039	1509 Latchstring Lane	Gwynedd Valley	PA	19437	Projected to open in TBD, PA	
Don't Sweat It, LLC	484-660-3790	500 Hawk Rdg Dr, Ste 2	Hamburg	PA	19526		
Noll and Murphy LLC	267-387-6690	1029 W County Line Rd	Hatboro	PA	18974		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Lotus Lifestyle, LLC	724-346-2407	2150 E. State St.	Hermitage	PA	16148		
EWT Enterprises, Inc.	724-382-5157	8969 N Lincoln Hwy, Ste A-2	Irwin	PA	15642		
Bell Fitness, LLC	610-715-1181	104 Chinaberry Dr	Lafayette Hill	PA	19444	Projected to open in Philadelphia, PA	
AF Holdings, LLC	717-219-3663	221 N Prince St	Lancaster	PA	17603		
KMG Fitness, LLC	267-263-2956	1551 S Valley Forge Rd	Lansdale	PA	19446		
DTB Holdings II, Inc.	724-539-3675	221 Colony Lane	Latrobe	PA	15650		
Vell9 Fitness, LLC	717-454-0370	829 Bowman St	Lebanon	PA	17046		
McCool Enterprises, Inc.	724-236-0216	453 Hyde Park Plz	Leechburg	PA	15656		
Lifecycle Advantage, Inc	724-584-2407	313 Macintosh Drive	Mars	PA	16046	Projected to open in Pittsburgh, PA	
Witt & Segulla Inc.	724-553-5851	720 Adams Shoppes RT 228	Mars	PA	16046		
AJB Fitness, Inc.	724-942-0024	3961 Washington Rd	McMurray	PA	15317		
Witt & Segulla, Inc.	724-387-1001	5050 William Penn Hwy	Monroeville	PA	15146		
Marra Properties, LLC	724-654-2470	3443 Wilmington Rd	New Castle	PA	16105		
Bell Fitness, LLC	610-239-9500	1000 Sandy Street, Rear Entrance	Norristown	PA	19401		
L2 FITNESS, LLC	412-423-8282	111 Allegheny Ave	Oakmont	PA	15139		
De La Fuente & Berry, LLC	570-471 3399	405 S Main St	Old Forge	PA	18518		
Vell9 Fitness, LLC	717-641-3199	625 W. Main St	Palmyra	PA	17078		
SDJ Philly Fitness, LLC	267-519-2554	1640 Fairmount Ave, Suite 3	Philadelphia	PA	19130		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
SDJ Philly Fitness, LLC	267-225-6015	1760 Market Street, Suite 1200	Philadelphia	PA	19103	Projected to open in TBD, PA	*
Benjamin Bell	484-831-5668	1570 Egypt Rd, Ste 130	Phoenixville	PA	19460		
BB Fit, LLC	412-928-3200	2350 Noblestown Rd, #6B	Pittsburgh	PA	15205		*
DTB Holdings II, Inc.	412-747-0101	5470 Campbells Run Rd	Pittsburgh	PA	15205		
Lifecycle Advantage, Inc.	412-635-2407	251 Mt. Nebo Pointe Dr	Pittsburgh	PA	15237		*
Fitness of Coventry, LLC	484-752-4449	351 W Schuylkill Rd	Pottstown	PA	19465		
Ella-Fourteen, LLC	570-622-0300	534 Pottsville Park Plz, Ste 2	Pottsville	PA	17901		
Axcess Fitness, LLC	717-246-2420	3117 Cape Horn Rd	Red Lion	PA	17356		*
Neil Willauer	610-831-5250	234 W Ridge Pike	Royersford	PA	19468		
McCool Enterprises, Inc.	724-212-1876	115 Clubhouse Dr	Sarver	PA	16055	Projected to open in TBD, PA	
KZone Sports, Fitness, Health & Wellness LLC	570-593-8177	950 E Main St, Ste 215	Schuylkill Haven	PA	17972		
Sites Fitness of PA, LLC	717-235-7144	664 Shrewsbury Commons Ave	Shrewsbury	PA	17361		
Fitness Partners Holdings PA LLC	814-512-4119	865 Million Dollar Hwy	St. Marys	PA	15857		*
Fitstate, LLC	814-826-2631	2351 Commercial Blvd	State College	PA	16801		
FB Fitness, LLC	484-288-8078	3227 Lincoln Hwy E	Thorndale	PA	19372		
Walter Sherwood	570-445-4675	182 Ennis Lane	Towanda	PA	18848		*
Walter Sherwood	570-445-4135	809 Hunter Hwy	Tunkhannock	PA	18657		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Uniontown 247 Fitness LLC	724-434-2899	575 Morgantown St., Room 26	Uniontown	PA	15401		
Phoenix Rising Health and Well-Being, LLC	610-520-3488	789 E Lancaster Ave	Villanova	PA	19085		
Fitness Partners Holdings PA OZ, LLC	814-406-5710	74 Market St	Warren	PA	16365		*
BB Fit, LLC	724-222-3100	46 Old Mill Blvd	Washington	PA	15301		*
AKT Fitness, LLC	724-802-7980	55 Sugar Run Rd	Waynesburg	PA	15370		
Steve Cunliffe and Evelyn Cunliffe and Olushola Samba	610-692-6400	1502 W Chester Pike	West Chester	PA	19382		
Exemplar Corp	484-987-2624	1100 W Wyomissing Blvd	West Lawn	PA	19609		
R & A Tech, LLC	724-759-2400	9795 Perry Hwy	Wexford	PA	15090		
Witt & Segulla, Inc.	412-896-9106	1985 Lincoln Way	White Oak	PA	15131		
Elevation Leadership Group, LLC	610-439-5600	2337 MacArthur Rd.	Whitehall	PA	18052		
Lake's Legacy, Inc.	610-881-4147	801-837 Male Rd	Wind Gap	PA	18091		
Fitness Associates of York, LLC	717-850-9889	930 S Richland Ave	York	PA	17403		*
Lifecycle Advantage, Inc.	724-799-3600	22095 Perry Hwy	Zelienople	PA	16063		*
Zanzi Corp	401-289-0443	180-188 County Rd, Ste B	Barrington	RI	02806		
Lance Vachon, Alexandra Ros and Jordan Miller	401-424-1525	576 Metacom Ave	Bristol	RI	02809		*
TGG Fitness, Inc.	401-371-2877	1452 Broncos Hwy	Burrillville	RI	02830		
Paul Garrity	401-829-7526	55 Sandy Bottom Rd	Coventry	RI	02816		
The Marshall Group, LLC	401-383-8889	1577 Atwood Ave	Johnston	RI	02919		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Molly Mae, LLC	401-619-4250	288 E Main Rd	Middletown	RI	02842		
MV Narragansett, LLC	401-284-0313	91 Pt Judith Rd	Narragansett	RI	02882		
Newport Fitness, LLC	401-846-1713	199 Connell Highway	Newport	RI	02840		
Matthew Semonik and Hulya Semonik	401-287-2614	1051 Ten Rod Rd	North Kingstown	RI	02852		
Fit360 LLC	401-921-4969	2509 Warwick Ave	Warwick	RI	02889		
MACC Fitness, LLC	401-737-4949	577 Greenwich Ave	Warwick	RI	02886		
MV Wyoming, LLC	401-491-9900	22 Kingstown Rd	Wyoming	RI	02898		
Genesis Fitness, LLC	803-532-5090	221 W Columbia Ave	Batesburg-Leesville	SC	29006		
SJ2 Enterprises LLC	843-379-2348	274 Robert Smalls Pkwy, Ste 250	Beaufort	SC	29906		
Carolina Fitness Clubs, Inc.	803-786-2988	715 University Vlg Dr	Blythewood	SC	29016		
Phoenix Fitness, LLC	864-599-6868	3621 Boiling Springs Rd.	Boiling Springs	SC	29316		
Chapin Fitness, LLC	803-941-7397	1237 Chapin Rd, Suite C	Chapin	SC	29036		
Kelly M. Cox	864-303-5053	379 Old Greenville Hwy	Clemson	SC	29631		
Drew Mobley	803-46-8578	2808 Devine St	Columbia	SC	29205		
Micean, LLC	803-407-8866	2726 N Lake Dr	Columbia	SC	29212		
Diving Kite, Inc.	864-336-2565	2153 E Main St, Ste. A-1	Duncan	SC	29334		
Goss Fitness LLC	864-307-9924	1011 S Pendleton St	Easley	SC	29642		
Peyton Fitness #2, LLC	843-665-0699	2515 S. Cashua Dr.	Florence	SC	29505		*
Grinnell Family Fitness, LLC	803-802-9091	855 Gold Hill Rd, Ste 103	Fort Mill	SC	29708		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Lucas Woehrle and Myranda Sue Woehrle	803-487-0453	4084 Sherri Lane	Fort Mill	SC	29715	Projected to open in TBD, NC	
OM Fitness Corporation	803-667-4004	1474 Hwy 160 E	Fort Mill	SC	29715		
Peyton Fitness #3, LLC	843-527-0005	907 N Fraser St	Georgetown	SC	29440		
Double Tap Ready, LLC	843-793-3646	431 St. James Ave	Goose Creek	SC	29445		
Alpha & Omega One, LLC	864-242-9222	100 E Washington St	Greenville	SC	29601		
CaineFit Nation LLC	864-232-4115	221 Pelham Rd, Ste 100	Greenville	SC	29615		
Angela Christopher	864-227-9955	1560 Pkwy	Greenwood	SC	29646		
Alpha & Omega 2, LLC	864-879-7972	955 W. Wade Hampton Blvd., #1A	Greer	SC	29650		
DP Fitness SC #1 Inc.	803-548 9911	5090 Ridgeline Ln	Indian Land	SC	29707		
Stevenson, LLC	803-217 0090	11107 Broad River Rd	Irmo	SC	29063		
TLB Group, LLC	843-559-1000	3575 Maybank Hwy	Johns Island	SC	29455		
Commit 2B Fit, LLC	843-608-7774	4500 Ladson Rd, Ste 21	Ladson	SC	29456		
AF of Lake Wylie, LLC	803-831-1234	125 Evergreen Rd	Lake Wylie	SC	29710		
AF of Lancaster, LLC	803-313-2447	1133 SC 9 Bypass W	Lancaster	SC	29720		
Lester Fitness Club - Red Bank, LLC	803-520-4452	1787 S Lake Dr, Stes E,F-G	Lexington	SC	29073		
Peyton Fitness #4, LLC	803-435-6999	5 W Rigby St	Manning	SC	29102		*
K & O Fitness, LLC	843-925-8884	484 N US-52	Moncks Corner	SC	29461		
PJ3 Inc	843-282-7900	3471 Belle Terre Blvd, Unit A3-A6	Myrtle Beach	SC	29579		
South Carolina Fitness, LLC	843-238-3488	3856 S Kings Hwy	Myrtle Beach	SC	29577		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Newberry Fitness, LLC	803-276-0211	1224 Wilson Rd	Newberry	SC	29108		
Total Health & Fitness, Inc.	803-278-2408	336 Georgia Ave, Ste 202	North Augusta	SC	29841		
Cali-Carolina Fitness, LLC	843-314-0260	113 Willbrook Blvd, Unit A	Pawleys Island	SC	29585		
Vantage Pointe Global, LLC	803-328-2348	2049 Celanese Rd	Rock Hill	SC	29732		
Alpha & Omega 3, LLC	864-699-9950	1040 Fernwood Glendale Rd, Ste 26	Spartanburg	SC	29307		
Alpine Fitness, Inc.	864-699-9332	163 Hadden Hts Rd	Spartanburg	SC	29301		
Commit 2B Fit, LLC	843-873-1200	205 Grandview Dr.	Summerville	SC	29483		
Peyton Fitness, LLC	803-469-0999	1288 Broad St	Sumter	SC	29150		
CaineFit Nation LLC	864-610-6111	28 S Main St	Travelers Rest	SC	29690		
Tammy Biggers and Martin Bochinski, Jr.	803-684-0181	916 E Liberty St	York	SC	29745		
Bandon Fitness Texas, Inc.	605-262-5010	321 S Main Street	Aberdeen	SD	57401		
DKJ Fitness, LLC	605-582-4104	908 E Redwood Blvd	Brandon	SD	57005		
Brookings Fitness, LLC	605-692-2200	720 22nd Ave S	Brookings	SD	57006		
Blue Star Investments, LLC	605-376-4702	47383 275th St	Harrisburg	SD	57032	Projected to open in Sheridan, WY	*
Blue Star Investments, LLC	605-376-4702	47383 275th St	Harrisburg	SD	57032	Projected to open in Sioux Falls, SD	
Blue Star Investments, LLC	605-376-4702	47383 275th St	Harrisburg	SD	57032	Projected to open in Sandpoint, ID	*
Blue Star Investments, LLC	605-376-4702	47383 275th St	Harrisburg	SD	57032	Projected to open in Jackson, WY	*
Blue Star Investments, LLC	605-376-4702	47383 275th St	Harrisburg	SD	57032	Projected to open in Hayden, ID	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Blue Star Investments, LLC	605-376-4702	47383 275th St	Harrisburg	SD	57032	Projected to open in Rathdrum, ID	*
Blue Star Investments, LLC	605-376-4702	47383 275th St	Harrisburg	SD	57032	Projected to open in Kalispell, MT	*
Blue Star Investments, LLC	605-376-4702	47383 275th St	Harrisburg	SD	57032	Projected to open in Sioux Falls , SD	*
Blue Star Investments, LLC	605-376-4702	47383 275th St	Harrisburg	SD	57032	Projected to open in Riverton, WY	*
DKJ Fitness, LLC	605-554-1555	2350 Dakota Ave S	Huron	SD	57350		
H&H Fitness Group, LLC	605-427-0856	105 South Egan Ave	Madison	SD	57042		
EKH Enterprises, LLC	605-292-0833	1620 S Burr St	Mitchell	SD	57301		
MDS Fitness, Inc.	605-224-4011	740 E Sioux Ave, Ste 114	Pierre	SD	57501		
4 Faith & Fitness, LLC	605-791-1775	772 Mountain View Rd	Rapid City	SD	57702		
Jennifer Burns & Troy Burns	605-791-3242	1624 E St. Patrick St, Ste. 106	Rapid City	SD	57703		
JMH Group, LLC	605-302-0130	519 1/2 N Main St	Redfield	SD	57469		
Blue Star Investments, LLC	605-275-5556	2320 S. Marion Rd, Ste. 100	Sioux Falls	SD	57106		
Blue Star Investments, LLC	605-274-7000	4720 E 41st St	Sioux Falls	SD	57110		*
Bandon Fitness Texas, Inc.	605-559-1234	2735 1st Ave	Spearfish	SD	57783		
Salus, LLC	605-624-9250	838 E. Cherry St.	Vermillion	SD	57069		
JMH Group, LLC	605-878-2112	501 1st Ave NE	Watertown	SD	57201		
Salus, LLC	605-260-0360	2509 Fox Run Pkwy	Yankton	SD	57078		
Adam Ray Mayfield	731-518-9110	116 E Jackson St	Bolivar	TN	38008		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
BB Fitness, LLC	931-368-9515	2690 Madison St, Ste 160	Clarksville	TN	37043		
Fitness Tennessee II, LLC	931-647-0067	201 Dover Rd	Clarksville	TN	37042		
Fitness Tennessee IV, LLC	931-919-4990	1820 Tiny Town Rd, Ste C	Clarksville	TN	37042		
Performance Trinity Life, LLC	423-464-4434	20 25th St NW	Cleveland	TN	37311		*
Lakeside Fitness, LLC	865-463-4455	1115 N Charles G Seivers Blvd	Clinton	TN	37716		*
SF Dyers, LLC	731-285-6616	2490 Parr Ave	Dyersburg	TN	38024		
Betz, Inc.	423-543-4247	768 W Elk Ave, Suite 8	Elizabethton	TN	37643		*
KP Fitness LLC	615-799-0200	7048 City Ctr Way	Fairview	TN	37062		
Country Mile LLC	615-721-2949	400 Downs Blvd	Franklin	TN	37064		
Country Mile, LLC	615-791-9666	4115 Mallory Ln	Franklin	TN	37067		
Pennington Properties LLC	517-990-5092	120 Princess Cir	Franklin	TN	37064	Projected to open in TBD, TN	*
Pennington Properties LLC	517-990-5092	120 Princess Cir	Franklin	TN	37064	Projected to open in TBD, TN	*
Pennington Properties LLC	517-990-5092	120 Princess Cir	Franklin	TN	37064	Projected to open in TBD, TN	*
Pennington Properties LLC	517-990-5092	120 Princess Cir	Franklin	TN	37064	Projected to open in TBD, TN	*
Pennington Properties LLC	517-990-5092	120 Princess Cir	Franklin	TN	37064	Projected to open in TBD, TN	*
Pennington Properties LLC	517-990-5092	120 Princess Cir	Franklin	TN	37064	Projected to open in TBD, TN	*
Pennington Properties LLC	517-990-5092	120 Princess Cir	Franklin	TN	37064	Projected to open in TBD, TN	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
The Galvanization of Gallatin, LLC	615-461 7429	1545 Nashville Pike	Gallatin	TN	37066		
Fuselier Fitness, LLC	423-207-0081	5583 Bobby Hicks Rd, Ste 105	Gray	TN	37615		
JBAC Fitness, Inc.	865-590 7429	1225 S. Roane St.	Harriman	TN	37748		*
LaCour, Inc.	731-300-4400	133 University Pkwy, Ste 103	Jackson	TN	38305		
Kyle Campbell	423-939-1300	4210 Main St	Jasper	TN	37347		
Gary Alexander and Alice Alexander	423-732-7101	111 Jack White Dr	Kingsport	TN	37660		
Trinity Fitness, LLC	865-773-9328	419 Laurel Ridge Lane	Knoxville	TN	37922	Projected to open in Powell, TN	*
Trinity Fitness, LLC	865-773-9328	419 Laurel Ridge Lane	Knoxville	TN	37922	Projected to open in Knoxville, TN	*
Trinity Fitness, LLC	865-342-7777	7808 Montvue Center Way	Knoxville	TN	37919		*
Trinity Valley LLC	865-299-6385	10926 Spring Bluff Way	Knoxville	TN	37932		
FitnessTN, LLC, Jennifer Celeste and Estella Nelson	865-671-1112	12572 Kingston Pike	Knoxville Farragut	TN	37934		
TJM Fitness, LLC	615-444-3484	200 Maddox-Simpson Pkwy	Lebanon	TN	37090		
Mook Enterprises, LLC	931-422-5590	712 N Ellington Pkwy	Lewisburg	TN	37091		
DREAMFIT INC	731-249 5854	591 W Church St	Lexington	TN	38351		
JBAC Fitness, Inc.	865-657-5132	1987 Hwy 72	Loudon	TN	37774		
JBAC Fitness, Inc.	423-545-8501	4445 Hwy 411	Madisonville	TN	37354		
LaCour, Inc.	731-613-2600	13081 S. 1st St.	Milan	TN	38358		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
D & M Fitness Solutions, LLC	615-257-0659	645 South Mt. Juliet Rd	Mt. Juliet	TN	37122		
Hare Enterprises, LLC	615-893-9464	2395 New Salem Hwy, Suite A	Murfreesboro	TN	37128		
Lighthouse Net1, LLC	615-396-0555	1500 Medical Center Pkwy	Murfreesboro	TN	37129		
Apex Global Ventures, LLC	615-410-2520	5513 Edmondson Pike	Nashville	TN	37211		
Fitness Tennessee V, LLC	615-886-9788	2310 Lebanon Pike	Nashville	TN	37214		
Kris Raper	865-365-1500	524 Winfield Dunn Pkwy	Sevierville	TN	37876		
Fitness Tennessee, LLC	615-534-2449	1932 Almaville Rd, Ste 135	Smyrna	TN	37167		
Fitness Tennessee III, LLC	931-489-0003	3525 Kedron Rd	Spring Hill	TN	37174		
Duncan Family Fitness, LLC	325-232-8694	4102 Buffalo Gap Rd, B	Abilene	TX	79605		*
Duncan Family Fitness, LLC	325-437-2299	1117 E N 10th St	Abilene	TX	79601		*
Steve Arron Investments LLC	972-737-7487	1108 N Greenville Ave	Allen	TX	75002		
METAL HEALTH LLC	281-585-3600	3130 Hwy. 35 S.	Alvin	TX	77511		
Bandon Fitness Texas, Inc.	806-372-2000	3600 S Osage St	Amarillo	TX	79118		
Bandon Fitness Texas, Inc.	806-513-2200	5747 W Amarillo Blvd	Amarillo	TX	79106		
Cancoo LLC	806-367-9842	4514 First United Pkwy, Ste 200	Amarillo	TX	79119		
Denton Banister Benjamin Padgett	806-410-1140	5610 Georgia St	Amarillo	TX	79110		
Sanketkumar Desai & Vrunda Desai	972-924-3100	804-904 S Central Expy	Anna	TX	75409		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Bandon Fitness Texas, Inc.	817-795-1626	2701 W Park Row Dr	Arlington	TX	76013		
DeLinda Browning and Jerry Browning	817-563-5200	6220 US 287 Hwy, Ste 130	Arlington	TX	76001		
Hung Dang	817-672-5040	4001 W Green Oaks Blvd	Arlington	TX	76016		
JLS Ent. PA	817-472-6402	1140 W Bardin Rd	Arlington	TX	76017		
Clint Gillispie	903-521-7481	14279 CR 294	Arp	TX	75750	Projected to open in Midland, TX	*
D R Profit Ventures, LLC	903-264-2007	201 S Palestine	Athens	TX	75751		
Tonmar Enterprises, LLC	214-536-1797	8661 Mill Run Rd	Athens	TX	75751	Projected to open in Alpena, MI	*
Tonmar Enterprises, LLC	214-536-1797	8661 Mill Run Rd	Athens	TX	75751	Projected to open in Eagle Pass, TX	*
Tonmar Enterprises, LLC	214-536-1797	8661 Mill Run Rd	Athens	TX	75751	Projected to open in Uvalde, TX	*
Bandon Holdings, LLC	903-796-5438	108 N Loop 59	Atlanta	TX	75551		
Hills AF LLC and Julie Hill	972-346-9955	26735 US State Hwy 380 E, Ste 116	Aubrey	TX	76227		
12 Toes Productions, LLC	512-538-0404	3407 Guadalupe St, Ste A	Austin	TX	78705		
ATX Fitness, LLC	512-202-6174	12407 N MoPac, Ste 350B	Austin	TX	78758		
Bandon Holdings, LLC	972-809-8888	3508 Far West Blvd., Suite 355	Austin	TX	78731	Projected to open in Aledo, TX	
Bandon Holdings, LLC	972-809-8888	3508 Far West Blvd., Suite 355	Austin	TX	78731	Projected to open in Royse City, TX	

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Bandon Holdings, LLC	972-809-8888	3508 Far West Blvd., Suite 355	Austin	TX	78731	Projected to open in Haslet, TX	*
Bandon Holdings, LLC	972-809-8888	3508 Far West Blvd., Suite 355	Austin	TX	78731	Projected to open in Mont Belvieu, TX	*
G & M Fitness, Inc.	512-372-4000	7300 FM 2222, Ste 208	Austin	TX	78730		
L&L Maq Holdings, LLC	512-258-9900	8516 Anderson Mill Rd	Austin	TX	78729		
LA Fuente Lifestyle, LLC	512-371-9211	2525 W Anderson Ln, Bldg 3 Ste 100 Northcross Mall	Austin	TX	78757		
Tara Khoury	512-992-2524	6911 N FM-620, Ste B-100	Austin	TX	78732		
Tony Fuselier	409-466-4695	4600 Mueller Blvd, Apt 1075	Austin	TX	78723	Projected to open in Lago Vista, TX	
Zackmeister Enterprises, Inc.	512-288-0990	11720 FM 1826	Austin	TX	78737		
2J Fitness, LLC	817-320-2523	252 Park Pl	Azle	TX	76020		*
TD Fitness, LLC	512-321-1005	122 Hasler Shores Dr	Bastrop	TX	78602		
RPCC Fit, LLC	979-244-2348	4310 7th St	Bay City	TX	77414		*
Bee Fit 4 Life, LLC	361-362-2000	1320 E Houston	Beeville	TX	78102		
JLS Enterprises, PA	817-249-7733	8905 US Hwy 377, Stes C-D	Benbrook	TX	76126		
Big Spring Anytime, LLC	432-264-7222	2602 S Gregg St	Big Spring	TX	79720		
Fair Oaks Fitness, LLC	210-687-1200	9091 Fair Oaks Pkwy	Boerne	TX	78015		
Spence & Fuselier Fitness, LLC	830-816-5000	1018 River Rd	Boerne	TX	78006		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Brad Hill, Thomasina Hill, Steven Asay and Karey Asay	903-486-6979	1909 N Hwy 121	Bonham	TX	75418		
Bandon Holdings, LLC	806-275-9019	1315 W. Wilson St.	Borger	TX	79007		
Lovelady Weber Holdings, LLC	409-735-2222	1145 Texas Ave	Bridge City	TX	77611		
Raul Bencomo	956-431-0808	2451 Pablo Kisel Blvd	Brownsville	TX	78526		*
Gatesville Anytime, LLC	325-646-1909	1101 Clements	Brownwood	TX	76801		
Bandon Holdings, LLC	512-295-3488	1671 Main St, Ste H	Buda	TX	78610		
Kristen Stewart and David Stewart	512-299-5489	499 still hollow crk	buda	TX	78610	Projected to open in Austin, TX	
Tammy Giglio and Shane Giglio	903-894-8178	151 Hwy 69 N	Bullard	TX	75757		
Spence & Fuselier Fitness, LLC	830-438-8971	18670 Hwy 46 Pkwy, Ste C	Bulverde	TX	78163		
P2P Investments, LLC	817-426-4624	860 E Renfro St	Burleson	TX	76028		
D R Profit Ventures, LLC	903-567-1113	400 E Hwy 243, Ste 25	Canton	TX	75103		
Bandon Holdings, LLC	806-656-0222	909 23rd St	Canyon	TX	79015		
Bandon Holdings, LLC	830-964-4424	1175 FM-2673, Ste 8	Canyon Lake	TX	78133		
24-7 Family Fitness, LLC and Brent Johnson	866-220-1139	3709 Old Denton Rd	Carrollton	TX	75007		
365 Family Fitness, LLC and Brent Johnson	866-700-6129	2138 N Josey Ln	Carrollton	TX	75006		
Toan Tran & Mark Lee	972-365-7029	4308 Kestrel Way	Carrollton	TX	75010	Projected to open in Plano, TX	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Toan Tran and Mark Lee	972-365-7029	4308 Kestrel Way	Carrollton	TX	75010	Projected to open in TBD, TX	*
JD Fitness, LLC	210-366-9001	8055 W Ave	Castle Hills	TX	78213		*
2J Fitness, LLC	972-637-7300	116 W Belt Line Rd	Cedar Hill	TX	75104		
Cedar Park Fitness LLC	512-335-1200	2301 S Lakeline Blvd	Cedar Park	TX	78613		
Nathan Bunker	512-436-9645	12101 W Parmer Ln	Cedar Park	TX	78613		
Engert & Fuselier Investments, LLC	936-590-9800	639 Hurst St	Center	TX	75935		
Tom Robertson	903-849-3700	636 Hwy 31 E, Ste A	Chandler	TX	75758		
R&T Fitness, LLC	817-641-5333	1301 W. Henderson L3	Cleburne	TX	76031		
Southern Bearded Ventures LLC	979-690-8463	951 William D Fitch Pkwy	College Station	TX	77845		
Dale Delatte	817-581-2600	8300 Precinct Line Rd, Ste 118	Colleyville	TX	76034		
Hulett Investments, LLC	903-886-8811	2212 Live Oak St, Ste B	Commerce	TX	75428		
CoreStrat Investments, LLC	936-900-7079	850 S Loop 336	Conroe	TX	77304		
Cragg Todd and John Mark Lowery	936-828-3935	2206 I-45 N	Conroe	TX	77301		*
Anytime Training, LLC	210-265-1019	9160 FM 78, Ste 2	Converse	TX	78109		
Rick Rehm, Chad Mahagan & William Brad Parker	254-518-4188	3010 E Hwy 190	Copperas Cove	TX	76522		
Persilver Fitness Centers, LLC	903-874-2800	200 N 15th St, Ste 1	Corsicana	TX	75110		
Bandon Holdings, LLC	281-929-9722	15110 FM 2100	Crosby	TX	77532		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Ray Gilbert	817-297-4113	412 FM-1187	Crowley	TX	76036		
Tyler Fitness Centers, LLC	281-213-2830	15210 Spg. Cypress Rd, Ste F	Cypress	TX	77429		
Chris Bryant	254-987-5028	1200 Main St , Unit 1511	Dallas	TX	75202	Projected to open in TBD, TX	
Denton Banister	214-331-5331	3434 W Illinois Ave	Dallas	TX	75211		
Paul Shields and Traci Shields	972-867-2635	18216 Preston Rd	Dallas	TX	75252		
Renee Reed and Jacqui Bliss	214-948-6161	611 N Bishop Ave, Ste 100	Dallas	TX	75208		
Bandon Holdings, LLC	940-626-2296	1401 US-287, Ste 200	Decatur	TX	76234		
Sandra Gonzalez and Ricky Gonzalez	281-930-9949	3709 Center St., Ste. E	Deer Park	TX	77536		
JT & SH Enterprises, LLC	903-464-2235	3515 W FM 120, Ste 126	Denison	TX	75020		
Find Joy LLC	682-553-9985	3848 Chimney Rock Dr	Denton	TX	76210	Projected to open in Flower Mound, TX	*
Find Joy LLC	682-553-9985	3848 Chimney Rock Dr	Denton	TX	76210	Projected to open in Murphy, TX	*
MX2 Fitness, LLC	940-387-5612	5050 S Teasley Ln, Ste 104	Denton	TX	76210		
Dripping Springs Fitness, LLC	512-858-7171	707 W Hwy 290	Dripping Springs	TX	78620		
Engert & Fuselier Investments, LLC	806-717-2220	817 E 1st St	Dumas	TX	79029		
A.R. Benco, LLC	915-500-9940	1605 George Dieter Dr, Stes 206-209	El Paso	TX	79936		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
A.R. Benco, LLC	915-855-0900	3041 N Zaragoza Rd	El Paso	TX	79938		
Gregory Deitch and Michael Luciano	915-249-7843	712 Waltham Ct	El Paso	TX	79922	Projected to open in Pecos, TX	
Kern AF Solutions, LLC	915-219-9211	9120 Viscount Blvd	El Paso	TX	79925		*
Kern AF Solutions, LLC	915-257-4900	101 Vlg Ct	El Paso	TX	79922		*
Kern AF Solutions, LLC	915-257-5990	3800 N Mesa	El Paso	TX	79912		
Kern AF Solutions, LLC	915-821-0608	10640 Gateway Blvd N	El Paso	TX	79924		*
Kern AF Solutions, LLC	915-249-7843	712 Waltham Ct	El Paso	TX	79922	Projected to open in El Paso, TX	*
Raul Bencomo	915-588-1293	12625 Tierra Pera	El Paso	TX	79938	Projected to open in Edinburg, TX	*
Bandon Fitness Texas, Inc.	512-285-2226	910 W 11th St, Ste 200	Elgin	TX	78621		
Kristopher Chitty	903-473-1277	909 E Lennon Dr	Emory	TX	75440		
Randall Fitness Centers a General Partnership	972-875-8400	200 W Ennis Ave	Ennis	TX	75119		*
Bandon Holdings, LLC	903-954-2541	17968 FM 2493	Flint	TX	75762		
Outcome Enterprises, LLC	830-393-0200	534 10th St.	Floresville	TX	78114		
Bandon Holdings, LLC	972-552-1038	1012 Hwy 80	Forney	TX	75126		
Lisa Ayala and Armando Ayala	214-435-4599	2209 Milan Dr	Forney	TX	75126	Projected to open in Farmersville, TX	
Lisa Ayala and Armando Ayala Jr	214-435-4599	2209 Milan Dr	Forney	TX	75126	Projected to open in TBD, TX	
Tyrone Richardson and Max Sandlin	479-434-7006	2916 Brighton Ct	Fort Smith	TX	72903	Projected to open in Fort Smith, AR	*
2J Fitness, LLC	817-732-9337	643 Sherry Ln	Fort Worth	TX	76114		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Hung Dang	817-881-1511	8721 Trace Ridge Pkwy	Fort Worth	TX	76244	Projected to open in Coppell, TX	
Mannon Fitness, LLC	817-207-0900	1714 8th Ave	Fort Worth	TX	76110		
Rick Rehm	830-992-3713	1420 E Main St, Ste 800	Fredericksburg	TX	78624		
R 4 C Fitness Centers, Inc.	281-648-3100	810 S Friendswood Dr	Friendswood	TX	77546		
BAM Fitness LLC	469-777-8768	8745 Gary Burns Dr, Ste 110	Frisco	TX	75034		
LD Hibbard Jr. and Julie Hibbard	940-665-6500	905 E Hwy 82, Ste 105	Gainesville	TX	76240		*
Galveston Anytime, LLC	409-443-5544	5938 Broadway St	Galveston	TX	77551		*
Find Joy LLC	469-409-0900	7602 N Jupiter Rd, Ste 109	Garland	TX	75044		*
H.R. Hayes III, LLC	972-495-6565	2380 Firewheel Pky	Garland	TX	75040		
Engert & Fuselier Investments, LLC	254-248-1260	1409 E Main St	Gatesville	TX	76528		
Georgetown Anytime, LLC	512-863-9990	105 Wildwood Dr.	Georgetown	TX	78633		
Nathan Bunker	903-520-1557	125 Auburn Cv	Georgetown	TX	78628	Projected to open in Liberty Hill, TX	
Bandon Fitness Texas, Inc.	979-542-1641	2400 E Austin St, Ste 168	Giddings	TX	78942		
JCR Endeavors, LLC	903-680-2595	1924 US-271 N	Gilmer	TX	75644		
Mark Collins	903-844-0408	603 W Upshur	Gladewater	TX	75647		
Bandon Holdings, LLC	940-549-3800	1104 Hwy 16 S	Graham	TX	76450		
JLS Ent. PA	817-579-6450	4305 US 377	Granbury	TX	76049		
Blink Fitness, Inc.	469-278-7200	2360 W Camp Wisdom, Ste 190	Grand Prairie	TX	75052		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Team Lean, LLC	972-642-1655	950 S Carrier Pkwy	Grand Prairie	TX	75051		
MAPS Fitness, LLC	817-442-0228	2350 Hall Johnson Rd, Ste 155	Grapevine	TX	76051		
James Hulett	903-455-5500	4800 Joe Ramsey Blvd E	Greenville	TX	75401		
Gunbarrel Fitness, LLC	903-887-2001	1016 W Main St	Gun Barrel City	TX	75156		*
Engert & Fuselier Investments, LLC	903-668-3100	702 W Main St, Ste C	Hallsville	TX	75650		
Bandon Fitness Texas, Inc.	817-428-8400	5000 Western Center Blvd	Haltom City	TX	76137		
Rick Rehm, Chad Mahagan and William Brad Parker	254-449-7667	560 E Central Texas Expy, Ste. 103-107	Harker Heights	TX	76548		
Bandon Holdings, LLC	972-202-6594	203 Laurence Dr	Heath	TX	75032		*
Bandon Holdings, LLC	903-392-2065	103 St. Paul St., Ste. 200	Henderson	TX	75654		
Engert & Fuselier Investments, LLC	254-300-5238	704 N Hewitt Dr	Hewitt	TX	76643		
Hillsboro Fitness, LLC	254-582-2929	303 Coke St., Ste. 100	Hillsboro	TX	76645		
Tonmar Enterprises, LLC	830-423-5500	2509 19th St	Hondo	TX	78861		*
Kern AF Solutions, LLC	915-257-5959	13034 Eastlake Blvd	Horizon City	TX	79928		*
Matthew Soileau	713-869-3222	1102 Yale St	Houston	TX	77008		
Oakwood Fitness, LLC	281-990-0850	2416 Bay Area Blvd	Houston	TX	77058		
Wesley Bonds, Harvey Franks and Ebony Malone	832-819-5140	6872 S Hwy 6, Ste A	Houston	TX	77083		
Bandon Holdings, LLC	817-594-3432	200 S Oakridge Dr, Ste 109	Hudson Oaks	TX	76087		
Sweaty Souls LLC	281-324-3900	11511 FM-1960	Huffman	TX	77336		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Oakwood Fitness, LLC	936-337-7400	2414 Sam Houston Ave	Huntsville	TX	77340		
Hurst Fitness, LLC	817-849-2056	1856 Precinct Line Rd	Hurst	TX	76054		
Tracey and Glenn Porter	512-846-1791	151 Exchange Blvd, Ste 200-300	Hutto	TX	78634		
Andrew Winters	972-232-7755	3401 W Airport Frwy, Ste 216	Irving	TX	75062		
DFH LV, LLC, Danielle Koller and Nicole Welborn	972-957-3666	6941 Riverside Dr, Ste 120	Irving	TX	75039		*
LifeNreach Inc.	469-964-5201	739 Cowboys Pkwy, Unit 1110	Irving	TX	75063	Projected to open in Coppell, TX	
Bandon Fitness Texas, Inc	903-339-3120	319 E Tena St	Jacksonville	TX	75766		
Young Family Fitness, LLC	512-746-6776	305 Limestone Ter	Jarrell	TX	76537		
Joshua Fitness, LLC	817-426-8116	617 N Broadway St	Joshua	TX	76058		
JB&B Stewart Holdings, LLC and Mary Stewart	940-648-1099	217 Hwy 156 N	Justin	TX	76247		*
Espinal Fitness, LLC	832-802-7999	20045 Katy Fwy	Katy	TX	77450		
SARTIR INVEST LLC	832-437-1513	1251 Pin Oak Rd, Ste 113	Katy	TX	77494		
OTSS Fitness, LLC	972-932-2219	11 Oak Crk Dr, Ste C	Kaufman	TX	75142		
AFK Fitness, LLC	817-741-2700	9500 Ray White Rd, Ste 125	Keller	TX	76244		
Chad and Tamra Bullard	817-718-7676	761 Keller Pkwy	Keller	TX	76248		
Kathy Garza and Melissa Bridges	830-583-3500	131 Business Park Dr	Kenedy	TX	78119		
Kerrville AF, LLC	830-315-2200	849 Junction Hwy	Kerrville	TX	78028		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
BR Endeavors, Inc.	903-984-3010	1101 Stone St, Ste 111	Kilgore	TX	75662		*
Waller Entertainment, LLC	254-213-3422	2802 W Stan Schlueter Loop, Ste 180	Killeen	TX	76549		
Joshua Bergeron	281-900-0007	20121 W Lk Houston Pkwy, Ste 200	Kingwood	TX	77346		
LD Hibbard, Jr. and Julie Hibbard	940-482-2900	802 E. McCart St.	Krum	TX	76249		
Bandon Holdings, LLC	512-268-2247	21195 Ih 35, Ste 101	Kyle	TX	78640		
Khaled Aburayan, Brian Carter, Doug Carter and Shedrick Cole	972-218-8600	1450 W Pleasant Run Rd, #222	Lancaster	TX	75146		
2J Fitness, LLC	940-584-0961	7160 Justin Rd, Ste 100	Lantana	TX	76226		*
Matthew Barto	956-608-3141	7718 McPherson Rd	Laredo	TX	78045		
Bandon Fitness Texas, Inc.	830-779-2801	13857 US Hwy 87 W, 300	LaVernia	TX	78121		
Austin Cam Fit LLC	281-338-4968	4420 W Main St, Ste B	League City	TX	77573		
League City Fitness, Inc.	281-535-5700	3202 Marina Bay Dr	League City-Kemah	TX	77565		
Fitness Group, LLC d/b/a Texas Hill Country Fitness, LLC	512-260-9797	2800 S Bagdad Rd, Ste H	Leander	TX	78641		
Bandon Fitness Texas, Inc.	469-510-8896	1490 Valley Rdg Blvd	Lewisville	TX	75077		
Bandon Fitness Texas, Inc.	936-336-5700	2351 N Main St	Liberty	TX	77575		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Aaron Skinner and LeeAnn Skinner	512-778-6844	14365 W State Hwy 29	Liberty Hill	TX	78642		
Bandon Holdings, LLC	903-882-0202	618 N. Main St.	Lindale	TX	75771		
Melissa Johnson and Brent Johnson	469-261-3314	812 Brendan Drive	Little Elm	TX	75068	Projected to open in Woodville, TX	
Quality Fitness, LLC	469-200-0291	2701 Little Elm Pkwy, Ste 150	Little Elm	TX	75068		
Carl A. Anderson and Cheryl N. Anderson	936-327-9799	119 S Point Dr, Ste 200	Livingston	TX	77351		
Bandon Holdings, LLC	512-668-5107	1710 S Colorado St, Ste 105	Lockhart	TX	78644		
Mike Bailey and Amber Bailey	903-236-0045	710 Estes Dr, Ste 100	Longview	TX	75602		
Mike Bailey and Amber Bailey	903-291-9500	100 Kate St	Longview	TX	75604		
RALD Enterprises 2, LLC	903-663-8686	1011 Wal St.	Longview	TX	75605		
Impacto Duro, LLC	806-470-7057	6020 89th St	Lubbock	TX	79424	Projected to open in Lubbock, TX	
Jeff Braselton	713-823-7999	6113 87th Street	Lubbock	TX	79424	Projected to open in Lubbock, TX	
Jeff Braselton and Charles Amato	806-784-2205	10208 Frankford Ave	Lubbock	TX	79424		
Oakwood Fitness, LLC	936-634-9600	2950 S John Redditt Dr., Ste. 108	Lufkin	TX	75904		
Bandon Holdings, LLC	409-755-1000	139 N LHS Dr, Ste 215	Lumberton	TX	77657		
Bighorn Holdings, LLC	346-703-2181	18535 FM-1488, Ste 300	Magnolia	TX	77354		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Carey Carr	505-860-2813	22810 Bramblevine Dr	Magnolia	TX	77355	Projected to open in Brenham, TX	*
Carey Carr	505-860-2813	22810 Bramblevine Dr	Magnolia	TX	77355	Projected to open in Hempstead, TX	*
Carey Carr	505-860-2813	22810 Bramblevine Dr	Magnolia	TX	77355	Projected to open in Waller, TX	*
P & T Fitness, LLC	281-298-3200	30340 FM 2978, Suite 100	Magnolia	TX	77354		
Marble Falls Anytime, LLC	830-798-2424	1407 Mormon Mill Rd	Marble Falls	TX	78654		
MARSHALL FAMILY FITNESS, LLC and Brent Johnson	903-702-1002	1806 E End Blvd N, Ste 1000	Marshall	TX	75670		
C & G Fitness Enterprises, LLC	469-952-3488	2014 W University Dr, Ste 390	McKinney	TX	75071		
Dog Gum LLC	972-924-0424	1860 S Independence Pkwy , Ste 500	McKinney	TX	75072		*
Dog Gum LLC	469-556-2341	908 Sutherland Drive	McKinney	TX	75071	Projected to open in Celina, TX	*
Dog Gum LLC	469-556-2341	908 Sutherland Drive	McKinney	TX	75071	Projected to open in Dallas, TX	*
Dog Gum LLC	469-556-2341	908 Sutherland Drive	McKinney	TX	75071	Projected to open in Plano, TX	*
JNJ Gyms LLC	972-369-0909	4600 W Eldorado Pkwy	McKinney	TX	75070		
MITT FIT LLC	214-310-3868	8480 TX-121, #102	McKinney	TX	75070		
Sunnyvale Fitness, LLC	972-203-5858	1200 E Davis St, Ste 130	Mesquite	TX	75149		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Melissa Johnson and Brent Johnson	254-433-8999	1001C E Milam St	Mexia	TX	76667		
Bandon Holdings, LLC	972-775-8447	2410 FM 663, Ste 700	Midlothian	TX	76065		
Bandon Fitness Texas, Inc.	940-328-0400	140 Garrett Morris Pkwy	Mineral Wells	TX	76067		
William Parker and Claire Parker	281-942-2900	3434 FM 1092, Ste 320	Missouri City	TX	77459		
Bighorn Holdings, LLC	936-449-8100	20873 Eva St, Ste A	Montgomery	TX	77356		
David Mcneece	346-814-8991	159 Jacks Corner Dr	Montgomery	TX	77316	Projected to open in Montgomery, TX	
RALD Enterprises 2, LLC	903-577-8877	668 S Jefferson Ave	Mount Pleasant	TX	75455		
Rick Baker	936-205-9165	3801 North St	Nacogdoches	TX	75965		
Bandon Holdings, LLC	903-628-0035	980 James Bowie Dr	New Boston	TX	75570		
Spence & Fuselier Fitness, LLC	830-625-5402	2351 Loop 337, Ste C	New Braunfels	TX	78130		
Clint Gillispie	432-272-0071	1501 E 8th St	Odessa	TX	79761		*
BR Endeavors, Inc.	903-480-6474	2190 S. Loop 256	Palestine	TX	75801		*
Engert & Fuselier Investments, LLC	806-665-3333	211 W. 30th Ave.	Pampa	TX	79065		
Brad Hill and Thomasina Hill	903-784-8824	3380 NE Loop 286	Paris	TX	75460		
Ayesha's Fitness, LLC	832-736-3654	12573 W Broadway St	Pearland	TX	77584		
Carder Strahan Investments II, LLC	832-736-9150	8703 Broadway St., Ste. 101	Pearland	TX	77584		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Tonmar Enterprises, LLC	830-267-3131	804 N Oak St	Pearsall	TX	78061		*
Engert & Fuselier Investments, LLC	806-648-1171	220 South Main St	Perryton	TX	79070		
First Texas Fitness, LLC	512-990-5855	15812 Windermere Dr	Pflugerville	TX	78660		
LD Hibbard, Jr. and Julie Hibbard	940-686-0659	770 S Hwy 377, Suite 205	Pilot Point	TX	76258		
Lonni Lemery and Paul Lemery	806-296-7777	1601 Kermit St.	Plainview	TX	79072		
Mrs. 305 Enterprises LLC	972-943-9348	6921 Independence Pkwy	Plano	TX	75023		
Prater Fitness LLC	830-268-8444	1020 Bensdale Rd, Ste B	Pleasanton	TX	78064		
RPCC Fit, LLC	361-482-0631	300 Tiney Browning Blvd, Ste F	Port Lavaca	TX	77979		*
Bandon Fitness Texas, Inc.	972-347-9661	1170 N Preston Rd, Ste 290	Prosper	TX	75078		
Brian Walker and Charles Walker Jr	337-258-3139	123 Wooded Creek Drive	Red Oak	TX	75154	Projected to open in Slidell, LA	
Brian Walker, Michael Nesmith and Gregory Pelt	337-258-3139	123 Wooded Creek Drive	Red Oak	TX	75154	Projected to open in Crockett, TX	
Rick Rehm & Thomas Norman Novosad III	972-576-1121	132 E Ovilla Rd, Ste 12	Red Oak	TX	75154		
Freedom Fitness Group, LLC	972-427-4001	819 W Arapaho Rd	Richardson	TX	75080		
LTAf1, LLC	972-808-6768	904 Audelia Rd, Ste 400	Richardson	TX	75081		*
E-Vista Partners, LLC	281-762-1974	15014 Lakefair Dr, Ste A	Richmond	TX	77406		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Madry Barton, LLC	281-207-9890	7850 W Grand Pkwy S	Richmond	TX	77406		*
Mark Hart and Natalie Hart	713-401-4992	3002 Forest View	Richmond	TX	77406	Projected to open in TBD, TX	*
Mark Hart and Natalie Hart	713-401-4992	3002 Forest View	Richmond	TX	77406	Projected to open in Angleton, TX	*
Mark Hart and Natalie Hart	713-401-4992	3002 Forest View	Richmond	TX	77406	Projected to open in Sugar Land, TX	*
DFH RK, LLC, Danielle Koller and Nicole Welborn	682-237-7878	1212 N. Hwy. 377, Ste. 115	Roanoke	TX	76262		
Rock Central Fitness, LLC	972-722-4441	2318 Greencrest Blvd	Rockwall	TX	75087		
T & J P.U.S.H., LLC	281-232-2800	28000 Southwest Freeway	Rosenberg	TX	77471		
CP Fitness, LLC	512-919-4104	2650 Gattis School Rd	Round Rock	TX	78664		
Joseph Roblee and Lee Ann Roblee	512-813-2380	1150 Satellite View	Round Rock	TX	78665		
H.R. Hayes I, LLC	972-475-7575	8301 Lakeview Pkwy, Ste 100	Rowlett	TX	75088		
Bandon Holdings, LLC	682-224-3166	1029 N Saginaw Blvd	Saginaw	TX	76179		
Bartlett Family Fitness, LLC	254-947-1063	213 Mill Crk. Dr.	Salado	TX	76571		
Herkert Fitness Group Midland, LLC	325-617-7818	4471 Sunset Blvd	San Angelo	TX	76901		
Alamo Ranch Fitness, LLC	210-564-9003	14249 Potranco Rd	San Antonio	TX	78253		
Bandon Fitness Texas, Inc.	210-877-5305	8202 N Loop 1604 W, Ste 115-116	San Antonio	TX	78249		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Bandon Fitness Texas, Inc.	210-688-0024	6820 Alamo Pkwy	San Antonio	TX	78253		
Bandon Holdings, LLC	210-698-5111	24165 Interstate Hwy 10 W, Ste 101	San Antonio	TX	78257		
Huebner Fitness, LLC	210-493-0900	16535 Huebner Rd	San Antonio	TX	78248		
Jacob Whittenburg and David Kershner	210-679-4877	3154 SE Military Dr, Ste 101	San Antonio	TX	78223		
JK Ybarra Family, LLC	210-381-0292	13470 Remuda Ranch Dr.	San Antonio	TX	78254	Projected to open in San Antonio, TX	
Juan Roman and Katina Roman	210-497-0000	3030 Thousand Oaks, Suite 110	San Antonio	TX	78247		
Le Jeune Fitness LLC	210-596-4033	9023 Huebner Rd, Ste 100	San Antonio	TX	78240		
Le Jeune Fitness LLC	210-960-1320	8126 Tezel Rd	San Antonio	TX	78250		
Leo Durnen and Veronica Durnen	830-714-4540	26108 Overlook Pkwy, Ste 1110	San Antonio	TX	78260		
Potranco Fitness, LLC	210-521-2348	9902 Potranco Rd	San Antonio	TX	78245		
River City Fitness, LLC	210-829-8400	4200 McCullough Ave	San Antonio	TX	78212		
Stone Oak Fitness, LLC	210-403-2900	20079 Stone Oak Pkwy, Ste 2106	San Antonio	TX	78258		
Tyler LaFontaine and Lauren LaFontaine	978-846-7503	5014 Italica Rd	San Antonio	TX	78253	Projected to open in San Antonio, TX	
Bandon Holdings, LLC	512-396-2247	1917 Dutton Dr, Ste. 202	San Marcos	TX	78666		
JONESIN, LLC	940-458-2020	551 N Stemmons Fwy	Sanger	TX	76266		
Bandon Holdings, LLC	409-925-1000	4233 FM-1764	Santa Fe	TX	77517		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Nicholas E. Monroe and Lisa D. Monroe	409-739-4849	4206 Bolton Ave	Santa Fe	TX	77510	Projected to open in League City, TX	
Bandon Holdings, LLC	210-566-4511	3820 FM 3009, Ste 140	Schertz	TX	78154		
B Fit Anytime, LLC	979-505-5055	501 N Main St	Schulenburg	TX	78956		
Bighorn Holdings, LLC	972-567-8090	380 N Hwy 175	Seagoville	TX	75159		
Balashi Enterprises, LLC	830-379-2241	1425 N Hwy 123 Byp	Seguin	TX	78155		
Nettles Fitness, LLC	325-515-0440	4511 College Ave, Ste 150	Snyder	TX	79549		
Sawroop Sandhu and Davinder Singh	817-372-5860	532 Coyote Rd	Southlake	TX	76092	Projected to open in Mansfield, TX	
Durbin Industries, LLC	832-843-6437	20631 Kuykendahl Rd, Ste 150	Spring	TX	77379		
Flotrell LLC	281-288-8322	2040 Louetta Rd	Spring	TX	77388		
Mariles Offshore Incorporated	281-292-3344	1523 Rayford Rd.	Spring	TX	77386		*
Mariles Offshore Incorporated	281-784-2440	5645 Treaschwig Rd	Spring	TX	77373		*
Stephenville Fitness, LLC	254-434-2514	2900 W Washington St, Ste 21	Stephenville	TX	76401		*
Stockdale Fitness, LLC	830-996-1006	404 W Main St	Stockdale	TX	78160		
Madry Barton, LLC	713-714-7136	4607 Riverglade Ct	Sugar Land	TX	77479	Projected to open in Missouri City, TX	*
Becky G Fitness, LLC	713-929-0601	8043 Cross Trail	Sugarland	TX	77479	Projected to open in Sugar Land, TX	

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Sulphur Springs Fitness, LLC	903-885-3434	1185 S. Broadway	Sulphur Springs	TX	75482		
Anytime Sweetwater, LLC	325-236-6366	1000-C E. Broadway St	Sweetwater	TX	79556		*
Aaron Bernard	512-309-4194	106-116 W Lake Dr	Taylor	TX	76574		
Bighorn Holdings, LLC	972-563-4050	101 Sam Walton Way	Terrell	TX	75160		
Workout Texarkana LLC	903-794-5348	3415 Richmond Rd	Texarkana	TX	75503		
Texas City Anytime, LLC	409-965-0804	3420 Palmer Hwy, Ste. A	Texas City	TX	77590		
Steve Arron Investments LLC	469-795-7676	5701 E TX-121	The Colony	TX	75056		
Cragg Todd and John Mark Lowery	936-273-5090	9420 College Park Dr, #20	The Woodlands	TX	77384		
Avalon Investments, LLC	903-521-4464	16255 CR 178	Tyler	TX	75703	Projected to open in Flint, TX	
Bandon Holdings, LLC	903-509-1121	1827 Troup Hwy	Tyler	TX	75701		
Bandon Holdings, LLC	903-617-6590	6435 Old Jacksonville Hwy	Tyler	TX	75703		
JAM Fitness LLC	903-526-8348	3869 State Hwy. 64 W.	Tyler	TX	75704		
Melissa Johnson and Brent Johnson	940-489-2001	919 Hillcrest Dr	Vernon	TX	76384		
Rick Rehm, Chad Mahagan and William Brad Parker	361-703-5018	3801 Houston Hwy, Ste 300	Victoria	TX	77901		
SETX Fitness, LLC	409-769-7767	1067 N Main St	Vidor	TX	77662		
Christopher Jones and Kristen Littlefield	254-655.7100	4700 Bosque Blvd, Unit G	Waco	TX	76710		
Bandon Holdings, LLC	903-832-5438	600 N. Kings Hwy, Ste 5	Wake Village	TX	75501		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Lakeside Fitness, LLC	972-923-2171	1011 N Hwy 77, Ste 103	Waxahachie	TX	75165		*
Bandon Holdings, LLC	817-596-3600	1108 S Main St	Weatherford	TX	76086		
Bandon Holdings, LLC	979-282-9000	2407 N Richmond Rd	Wharton	TX	77488		
James Reis	903-297-4740	202 W US Hwy 80	White Oak	TX	75693		
Bandon Holdings, LLC	903-871-3218	601 Hwy 110 N, Ste F	Whitehouse	TX	75791		
Tony Fuselier	254-694-2020	1100 N Trinity St	Whitney	TX	76692		
Hurst Fitness, LLC	940-322-2323	5120 Greenbriar Rd	Wichita Falls	TX	76302		
Bandon Holdings, LLC	936-701-5097	12501 Canyon Falls Blvd	Willis	TX	77318		*
Bandon Holdings, LLC	512-847-8887	14306 RR-12, Suites 8, 9-10	Wimberley	TX	78676		
Engert & Fuselier Fitness, LLC	972-461-1600	101 S Ballard St	Wylie	TX	75098		
B Fit Anytime, LLC	361-298-5400	710 Yoakum St	Yoakum	TX	77995		
Ryan Slack	385-414-2768	533 W 750 S	Bountiful	UT	84010		
R&E Fitness, LLC	435-734-9491	35 Skyline Dr, Ste 105	Brigham City	UT	84302		
Caliber Fit, LLC	801-775-0222	1803 W 1800 N, Ste E4	Clinton	UT	84015		
Douglas S. McQuiston	435-884-5565	225 E. Main St	Grantsville	UT	84029		
TSJ Fitness LLC	385-498-3905	11117 North Alpine Hwy	Highland	UT	84003		
Fenix Worx Fitness LLC	435-429-1855	390 W State St	Hurricane	UT	84737		
Caliber Fitness, LLC	801-771-5100	1330 E Hwy 193, Ste C2	Layton	UT	84040		
Salty AF, Inc.	801-559-7373	785 E Fort Union Blvd	Midvale	UT	84047		*
CB3, LLC	801-400-6549	742 Highway 198	Payson	UT	84651		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Blaine Yates	801-358-9836	2188 W 470 S	Provo	UT	84601	Projected to open in TBD, UT	*
Fitness Passion L.L.C.	801-878-3388	12600 S. 2722 W.	Riverton	UT	84065		
Camilla Simonsen	801-423-1655	143 West SR 198	Salem	UT	84653		
Ultimate Potential, LLC	801-891-8388	2332 E 2100 S	Salt Lake City	UT	84106		
Latissimus, LLC	801-797-2112	9211 S Vlg Shop Dr	Sandy	UT	84094		
Justintime, LLC	801-768-8900	328 E Crossroads Blvd	Saratoga Springs	UT	84045		
Live Strong Investments LLC	801-491-9977	665 E 400 S	Springville	UT	84663		
Rodger Adams and Brad Merrill	435-669-8544	1301 W. Indian Hls. Dr., #50	St George	UT	84770	Projected to open in Santa Clara, UT	
Stansbury Fitness, LLC	435-882-7478	500 E. Village Blvd., Ste. 103	Stansbury Park	UT	84074		
Douglas S. McQuiston	435-882-1811	227 N Main St	Tooele	UT	84074		
Ben Reese	435-789-9955	2003 W Hwy 40, Ste K10	Vernal	UT	84078		
Traykon Johnston	385-203-2348	111 N Geneva Rd	Vineyard	UT	84057		*
Kris Hartz, LLC	276-525-1278	220 Cook St	Abingdon	VA	24210		
Alexandria The Great, LLC	703-822-9950	7009 Manchester Blvd, Ste E	Alexandria	VA	22310		
Allied Fitness, LLC	703-662-5454	6090 Rose Hill Dr	Alexandria	VA	22310		
Fitnation, LLC	571-339.1919	1919 N Lynn St	Arlington	VA	22209		
Profectus Investments, LLC	801-369-2655	4649 5th St S	Arlington	VA	22204	Projected to open in Westminster,	*
Profectus Investments, LLC	801-369-2655	4649 5th St S	Arlington	VA	22204	Projected to open in Westminster, CO	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
AF Ashland LLC	804-412-4999	113 Junction Drive	Ashland	VA	23005		
Sayvor, LLC	540-955-5555	19 1st St, Ste 201	Berryville	VA	22611		
Anytime VA, LLC	540-951-1340	1480 S Main St, Ste 100	Blacksburg	VA	24060		*
Protti-Lawrence Fitness LLC	276-322-7781	537 Commerce Dr	Bluefield	VA	24605		
Engert & Fuselier Investments, LLC	276-644-1180	3177 Linden Dr	Bristol	VA	24202		
Bazzari, LLC	571-261-9661	10350 Bristow Ctr Dr	Bristow	VA	20136		
Steven Cross	757-745-7060	13609 Carrollton Blvd, Suites 8,9-10	Carrollton	VA	23314		
PK Fitness, Inc.	276-598-4708	1051 Claypool Hill Mall Rd	Cedar Bluff	VA	24609		
Allied Fitness 2, LLC	703-662-5992	5941 Centerville Crst Ln	Centreville	VA	20121		
Immersion Incorporated	703-376-8550	14511 Lee Jackson Memorial Hwy	Chantilly	VA	20151		
Cville Fitness, LLC and Richard Kevin Pleasants	434-202-8615	315 Rivanna Plaza Dr, Ste 110	Charlottesville	VA	22901		*
Threeboys Fitness, LLC	434-971-5566	1434 Rolkin Ct	Charlottesville	VA	22911		*
Blue Heron Fitness, Inc.	757-410-5300	1464 Mt. Pleasant Rd.	Chesapeake	VA	23322		
Blue Heron Fitness, Inc.	757-651-4146	237 Carmichael Way	Chesapeake	VA	23322		
Dennis Scott Leonard	757-410-9850	109 Gainesborough Sq	Chesapeake	VA	23320		
MA FIT LLC	757-410-5522	1501 Cedar Rd	Chesapeake	VA	23322		
Shashi Enterprises LLC	804-768-6000	12324 Bermuda Crossroad Ln.	Chester	VA	23831		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Fast Eddie's Fitness IV, LLC	540-317-1142	767 Nalles Mill Rd	Culpeper	VA	22701		
Tadik Corporation	703-590-9900	5255 Waterway Dr	Dumfries	VA	22025		
JAMfit, LLC	703-570-8998	9529 Braddock Rd	Fairfax	VA	22032		
Anytime VA, LLC	540-633-3004	7339 Lee Hwy	Fairlawn	VA	24141		*
Fast Eddie's Too LLC	540-479 1418	27 S Gateway Dr	Fredericksburg	VA	22406		
William Lewis Foxx Jr.	804-754-5883	11123 Huntington Meadows Lane	Fredericksburg	VA	22407	Projected to open in Fredericksburg, VA	
Fast Eddie's Fitness III, LLC	540-636-4434	70 Riverton Commons Dr.	Front Royal	VA	22630		
Robert Benson	804-658-3725	1070 Virginia Ctr Pkwy, Ste 115	Glen Allen	VA	23059		*
MC Fitness LLC	757-224-6999	16 Towne Center Way	Hampton	VA	23666		
Stroupe Business Resourcing, LLC	804-684-1430	7084 Hayes Shopping Ct	Hayes	VA	23072		*
Fast Eddie's Fitness, LLC	540-09-7950	16453 Merchants Ln	King George	VA	22485		
Bealeton 247 Fitness LLC	304-553-8582	41365 Windybush Drive	Leesburg	VA	20175	Projected to open in New Baltimore, VA	
William Bouweiri	703-771-2348	536 Fort Evans Rd	Leesburg	VA	20176		
K & N Fitness, LLC	434-263-5559	81 Callohill Dr	Lovingston	VA	22949		
Mark Arrington and Mark Arrington II	434-616-6671	46 Madison Plz Dr	Madison	VA	22727		
BR Fitness, LLC	703-659-1333	8224 Spruce St	Manassas Park	VA	20111		
Callan Drive Investments LLC	276-378-7676	118 Atkins Farm Lane	Marion	VA	24354		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Nett Industries, Inc.	804-730-4548	8319 Bell Creek Rd	Mechanicsville	VA	23111		*
Eric Gleason and Samantha Gleason	757-383-6298	2406B E. Little Crk. Rd.	Norfolk	VA	23518		
Robert Stumpf and Evan Stumpf	757-965-2348	780 W. 20th St.	Norfolk	VA	23517		
John Crowder	434-466-7499	13130 Hackberry Rd	Orange	VA	22960	Projected to open in TBD, VA	*
John Crowder	434-466-7499	13130 Hackberry Rd	Orange	VA	22960	Projected to open in Gordonsville, VA	*
John Crowder	540-672-1252	12379 B James Madison Hwy	Orange	VA	22960		
Body Transformations, Inc.	434-591-1105	68 Heritage Dr., Unit 2	Palmyra	VA	22963		
KST Enterprises, LLC	757-204-2710	5600 Portsmouth Blvd	Portsmouth	VA	23701		
The Premonition of Purcellville, LLC	540-441-3930	120 N Maple Ave	Purcellville	VA	20132		
Dave & Myra, LLC	804-404-3604	7101 Forest Hill Ave	Richmond	VA	23225		
J&J Fitness, LLC	804-418 3753	11740 W Broad St	Richmond	VA	23233		
L.I.M. Enterprises LLC	804-754-1000	11224 Patterson Ave	Richmond	VA	23238		
Nett Industries, Inc.	804-221-7941	1310 Roseneath Rd APt 136	Richmond	VA	23230	Projected to open in Brookland, VA	*
Nett Industries, Inc.	804-221-7941	1310 Roseneath Rd APt 136	Richmond	VA	23230	Projected to open in Chesterfield, VA	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Jody and Lisa Taylor	434-985-3523	5924 Seminole Trl, Ste 105	Ruckersville	VA	22923		
Anytime Salem, LLC	540-375-2900	35 Spartan Dr	Salem	VA	24153		*
William Lewis Foxx Jr.	540-805-5164	7501 Graham St	Spotsylvania	VA	22553		
MaiCa Fitness Corp.	540-877-6933	25 Tech Pkwy	Stafford	VA	22556		
John Adamson	540-221-2900	20 Bobby's Way, Ste 103	Staunton	VA	24401		
Sayvor, LLC	540-868-0904	640 Warrior Dr	Stephens City	VA	22655		
Neighborhood Fitness, Inc.	540-465-2345	100 Founders Wy, Suite 6, 7, 8	Strasburg	VA	22657		
Osprey Fitness Group, LLC	757-967-0900	7386 Harbour Towne Pkwy	Suffolk	VA	23435		
Steven Cross	757-809-3116	2999 Corporate Ln	Suffolk	VA	23434		
Church Street Fitness, LLC	703-255-5035	111 Church St NW, Ste 204A	Vienna	VA	22180		
1265 Fitness, LLC	757-233-0240	5300 Kemps River Dr.	Virginia Beach	VA	23464		
Eric & Samantha Gleason	757-498-3274	4324 Holland Rd.	Virginia Beach	VA	23452		
F.U.E.L. Fitness, LLC	757-962-0802	968 Laskin Rd.	Virginia Beach	VA	23451		
Fitness 5, Inc.	757-301-7800	3352 Princess Anne Rd, Suite 905	Virginia Beach	VA	23456		
Fitness 5, Inc.	757-963-7998	1079 Independence Blvd.	Virginia Beach	VA	23455		
Impressive Fitness, LLC	757-227-9447	1274 N Great Neck Rd.	Virginia Beach	VA	23454		
Okay Fitness, LLC	757-689-4712	2090 Princess Anne Rd, Suite 100	Virginia Beach	VA	23456		
Richie E Parsons II, Harry Allan Foster, Jr., and Charissa G. Parsons	540-359-5658	251 West Lee Hwy	Warrenton	VA	20186		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Impressive Fitness 4, LLC	757-903-4265	5251 John Tyler Hwy, Ste 31	Williamsburg	VA	23185		
Sayvor, LLC	540-504-7475	208 Grocery Ave.	Winchester	VA	22602		
Goodlynn Ventures, LLC	757-870-2737	11403 Windsor Blvd, Ste D-E	Windsor	VA	23487		
Intelligence and Systems Solutions Inc.	703-441-1800	16705 River Rdg Blvd	Woodbridge	VA	22191		
Jawad Malakzada	931-266-5119	12753 Dara Drive, Suite 301	Woodbridge	VA	22192	Projected to open in Springfield, VA	
Tadik Corporation	703-680-6340	12751 Marblestone Dr	Woodbridge	VA	22192		*
Sayvor, LLC	540-459-5442	1025 S Main St	Woodstock	VA	22664		
Protti-Lawrence Fitness, LLC	276-335-2122	1155 N 4th St	Wytheville	VA	24382		
Joseph Krause	757-369-4844	5304 George Washington Memorial Hwy	Yorktown	VA	23692		
John Crowder	540-832-0434	75 Freedom Dr	Zion Crossroads	VA	22942		
AKAD Capital, Inc.	802-681-0161	120 Depot St	Bennington	VT	05201		
Matthew Wilkinson	802-772-4498	217 Woodstock Ave	Rutland	VT	05701		
STS Investments, Inc.	360-637-9111	2700 Simpson Ave, Ste 103	Aberdeen	WA	98520		
Zach Fullwiler	425-422-6852	210 E Burke Ave	Arlington	WA	98223	Projected to open in Arlington, WA	
Dynamic Fitness Solutions, LLC	360-986-5600	2219 Rimland Dr, Ste 103	Bellingham	WA	98226		
Dynamic Fitness Solutions, LLC	360-306-5858	115 W Kellogg Rd	Bellingham	WA	98226		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
ROQ Fitness, LLC	360-306-1804	3814 Bennett Ave	Bellingham	WA	98229	Projected to open in Bellingham, WA	
Mike Andes Enterprises LLC	360-393-3330	8115 Birch Bay Sq St	Blaine	WA	98230		
Fit Family Lynnwood, LLC	205-874-6644	24221 27th Pl W	Brier	WA	98036	Projected to open in Bellevue, WA	*
Fit Family Lynnwood, LLC	205-921-2000	24221 27th Pl W	Brier	WA	98036	Projected to open in Seattle, WA	*
JWMII Corp.	360-829-5156	135 Jefferson Ave	Buckley	WA	98321		
Jason Wilson	360-736-1900	515 Harrison Ave., Ste. B	Centralia	WA	98531		
SMS Fit, Inc.	509-276-5880	3 W Crawford St	Deer Park	WA	99006		
Building Better Bodies, LLC	253-267-5425	2620 Williamson Pl NW	Dupont	WA	98327		
Isaiah Wily and Sarah Wily	509-888-1559	515 Grant Rd	East Wenatchee	WA	98802		
46 Belly LLC	425-329.4547	22824 100th Ave West	Edmonds	WA	98020		
Bodyworks, Inc.	509-925-5445	2305 W Dolarway Rd	Ellensburg	WA	98926		
Elma Fitness, LLC	360-861-8340	3 Shouweiler Rd	Elma	WA	98541		
KASH, Inc.	509-754-1066	514 Basin St NW	Ephrata	WA	98823		
Crystal Woodward and Brendan Woodward	253-249-5005	1907 Colby Ave	Everett	WA	98201	Projected to open in Everett, WA	
Melinda Lewis and Corey Lewis	205-822-5955	1614 SW Dash Point Rd	Federal Way	WA	98023		
Leslie Hoefler and Michael Hoefler	360-393-3779	5905 Portal Way	Ferndale	WA	98248		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
North Range Ventures, LLC	253-509-2747	5275 Olympic Dr NW	Gig Harbor	WA	98335		
Jaime De La Torre	509-383-6111	121 Sunnyside Ave	Granger	WA	98932		*
Bigfoot Holdings, Inc.	253-518-0071	13210 SE 240th St, Ste A-1	Kent	WA	98042		
Firas Kaddah	425-968-2341	6533 132nd Ave NE	Kirkland	WA	98074		
J. LINDBERG COMPANY	360-456-5100	4200 6th Ave SE, Suite 101	Lacey	WA	98503		
Fitness Ventures Unlimited, LLC	425-334-1200	25 95th Dr NE, Ste 107	Lake Stevens	WA	98258		
Melinda Lewis	253-589-5277	8520 Steilacoom Blvd SW	Lakewood	WA	98498		
B-Fit, LLC	509-891-6800	23505 E Appleway	Liberty Lake	WA	99019		
Leslie Hoefler and Michael Hoefler	360-306-8668	6918 Hannegan Rd	Lynden	WA	98264		
Leslie Hoefler and Michael Hoefler	360-543-8200	111 North 17th St	Lynden	WA	98264		
Fit Family Lynnwood, LLC	425-409-9067	4114 198th St SW	Lynnwood	WA	98036		*
MATF, Inc.	360-659-2348	11515 State Ave	Marysville	WA	98271		
J & L Fitness LLC	425-225-6116	1523 132nd St SE	Mill Creek	WA	98208		
Building Better Bodies, LLC	253-517-8431	900 Meridian Ave E, Ste 30	Milton	WA	98354		
DDK Fitness LLC	509-764-0933	619 N Stratford Rd	Moses Lake	WA	98837		
Jaime De La Torre	509-902-8212	304 West Seattle Ave	Moxee	WA	98936		*
Dynamic Fitness Solutions, LLC	360-873-8377	205 W Stewart Rd	Mt Vernon	WA	98273		*
AJAJ, LLC	360-893-2443	401 Washington Ave. N.	Orting	WA	98360		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Janelle Andersen	509-488-3484	740 E Main St, PO Box 761	Othello	WA	99344		
ABC Boddy, LLC	360-457-3200	112 Del Guzzi Dr., Ste. 5	Port Angeles	WA	98362		
M1 Wellness Group, LLC	509-332-3100	690 SE Bishop Blvd, Ste A	Pullman	WA	99163		
Evans Family Fitness LLC	253-268-3352	14312 Meridian Ave E	Puyallup	WA	98373		
Ronald Lee Gehring and Thomas John Gehring	407-399-3805	10521 190th st East	Puyallup	WA	98374	Projected to open in Graham, WA	
Jeff Guentzel and Ramona Guentzel	509-797-2100	918 13th Ave SW, Ste G	Quincy	WA	98848		
Northwest Wellness & Fitness, LLC	425-898-1199	23435 NE Novelty Hill Rd, Ste. F 503	Redmond	WA	98053		
46 Belly LLC	206-395-7244	64 Rainier Ave S	Renton	WA	98057		
TM Products LLC	425-395-7248	4524 Klahanie Dr SE	Sammamish	WA	98029		
Darren Gillespie and Sean Erhardt	206-535-7573	110 W Galer St	Seattle	WA	98119		
Fitness Pro, LLC	206-545-4348	837 N. 34th St., Ste. 220	Seattle	WA	98103		
Saldana Group, LLC	206-328-4455	1700 E Madison, Suite B	Seattle	WA	98122		
Saldana Group, LLC	206-306-6676	2222 California Ave. SW.	Seattle	WA	98116		
The Tyler Corporation LLC	360-870-4990	2406 SW Edmunds St	Seattle	WA	98106	Projected to open in Des Moines, WA	
Dynamic Fitness Solutions, LLC	360-986-5888	922 3rd St	Sedro-Woolley	WA	98284		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Bradshaw Investments, LLC	509-698-3500	201 S 1st St	Selah	WA	98942		
AEG Fitness, Inc.	360-683-4110	10131 Old Olympic Hwy.	Sequim	WA	98382		
Taito Fitness, LLC	360-462-2600	2121 Olympic Hwy N, Ste. 103-106	Shelton	WA	98584		
KGK Fitness Centers, Inc.	425-374-3756	2603 Bickford Ave, Ste C	Snohomish	WA	98290		
Darren Gillespie	425-396-1312	7713 Center Blvd SE, #120	Snoqualmie	WA	98065		
Building Better Bodies, LLC	253-875-7976	22307 Mountain Hwy E	Spanaway	WA	98387		
ACT TODAY LLC	509-315-5023	8901 E Trent Ave, Ste 107	Spokane	WA	99212		
Gregory Martin	509-466-1348	101 E. Hastings Rd.	Spokane	WA	99218		
Jon Hawley	509-624-2929	10511 W Aero Rd	Spokane	WA	99224		
Kentra Corp.	509-624-4444	1804 W Francis Ave	Spokane	WA	99205		
Vita Grata, LLC	509-348-2888	13004 E Sprague Avenue	Spokane Valley	WA	99216		
Thrive GC Corporation	425-892-3335	7104 265th St NW, Ste 130	Stanwood	WA	98292		
Bradshaw Development, Inc.	509-837-7575	1710 East Gregory Ave	Sunnyside	WA	98044		
Jeff Harrison	253-327-1515	2623 N Pearl St	Tacoma	WA	98407		
Fit City NW, LLC	509-314-6677	425 S Elm St, Ste 3	Toppenish	WA	98948		
EB Industries, Inc.	360-352-2600	5743 Little Rock Rd SW, Ste 115	Tumwater	WA	98512		
Wes Bradshaw	509-469-4990	2529 Main St	Union Gap	WA	98903		
John Pax and Tracy Pax	360-450-6096	5115 NE 82nd Ave, Ste 101	Vancouver	WA	98662		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
John Pax and Tracy Pax	360-635-5350	710 Esther St	Vancouver	WA	98660		
Mitchell Parker Merwin	360-931-4575	1604 SE 141st Ave	Vancouver	WA	98683	Projected to open in Ridgefield, WA	
Paul Billings, Kendall Billings and Carolyn Billings	503-475-9013	2008 NE 177th Ave	Vancouver	WA	98684	Projected to open in TBD, WA	*
Fit City NW, LLC	509-584-0202	220 W 1st St	Wapato	WA	98951		
Jaime De La Torre	509-961-6610	220 W 1st	Wapato	WA	98951	Projected to open in Zillah, WA	
Clidro Concepts, LLC	360-210-7765	1700 Main St	Washougal	WA	98671		*
Wily Fitness, LLC	509-888-7200	950 N Wenatchee Ave	Wenatchee	WA	98801		
Powerhouse Gym & Fitness Center, Inc.	425-398-0441	15610 NE Woodinville Duvall Rd	Woodinville	WA	98072		
Bradshaw Development, Inc	509-833-4406	5611 Summitview Ave	Yakima	WA	98908	Projected to open in Terrace Heights, WA	
Bradshaw Development, Inc.	509-965-0900	5611 Summitview Ave	Yakima	WA	98908		
Building Better Bodies, LLC	360-400-3880	1304 Yelm Ave E	Yelm	WA	98597		
Stellar Fitness - Antigo, LLC	715-350-4444	501 Superior St	Antigo	WI	54409		
K Smith Fitness Appleton 2, Inc.	920-730-1000	1401 N Casaloma Dr	Appleton	WI	54913		
K Smith Fitness Appleton, Inc.	920-882-2272	W 3171 Springfield Drive	Appleton	WI	54915		
Fitness Quest, LLC	608-323-3655	210 E. Main	Arcadia	WI	54612		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
AF Baraboo, LLC	608-356-3633	434 Hwy 12	Baraboo	WI	53913		
Two 10's Iron Dens, LLC	920-219-9606	1626 N Spring St	Beaver Dam	WI	53916		
Arrowd1 LLC	608-363-9999	2240 Prairie Ave, Northgate Plz Units 18-23	Beloit	WI	53511		
Acorn Kinetix LLC	262-993-9111	2205 N Calhoun Rd	Brookfield	WI	53005		
DL2 Fitness LLC	262-788-5016	12505 W Bluemound Rd	Brookfield	WI	53005		*
Lawrence Lupton	262-409-5885	17470 Saint James Road	Brookfield	WI	53045	Projected to open in West Milwaukee, WI	
AF Burlington, LLC	262-763-9000	2088 Milwaukee Ave.	Burlington	WI	53105		
K Smith Fitness Cedarburg, Inc.	262-375-9300	W63 N143 Washington Ave	Cedarburg	WI	53012		
Eric Schmoll and Johnny Simpson	920-464-1400	1102 E Chestnut St	Chilton	WI	53014		*
Joe and Magie Longueville	715-962-3005	225 E Bremer Ave, Ste 103	Colfax	WI	54730		
AF Columbus, LLC	920-626-5005	201 Industrial Dr	Columbus	WI	53925		
AF Cottage Grove, LLC	608-839-1111	203 W Cottage Grove Rd	Cottage Grove	WI	53527		
Scott Vahradian	414-483-1921	5879 S Packard Ave	Cudahy	WI	53110		
AF Deforest, LLC	608-846-6868	615 S Main St	De Forest	WI	53532		
Stellar Fitness - De Pere, LLC	920-338-8500	811 Main Ave	De Pere	WI	54115		
AF Delavan, LLC	262-728-2407	1420 E Geneva	Delavan	WI	53115		
MLB Fitness, LLC	608-930-2691	401 N Iowa St	Dodgeville	WI	53533		
Benwell Inc.	715-831-6400	329 Water St	Eau Claire	WI	54703		
Haag Enterprises LLC	715-831-6200	2625 Birch St	Eau Claire	WI	54703		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Haag Enterprises LLC	715-831-8600	2532 Golf Rd	Eau Claire	WI	54701		
AF Edgerton 2, LLC	608-884-0107	121 W Fulton St	Edgerton	WI	53534		
AF Evansville, LLC	608-882-5644	821 Brown School Rd	Evansville	WI	53536		
AF Fitchburg 2, LLC	608-298-9898	2980 Cahill Main	Fitchburg	WI	53711		
AF Fitchburg, LLC	608-270-9500	6250 Nesbitt Rd, Ste 600	Fitchburg	WI	53719		
Stellar Fitness-Fond du Lac, LLC	920-921-4800	209 N Macy St, Ste. B	Fond du Lac	WI	54935		
Fort Atkinson Fitness, LLC	920-563-3070	308 Washington St	Fort Atkinson	WI	53538		
Bridgewater Performance LLC	414-425-2550	6538 S 108th St	Franklin	WI	53132		
MDS Fitness, Inc.	414-304-5254	2818 W Rawson Ave	Franklin	WI	53132		
K Smith Germantown, LLC	262-502-1800	W175-N11162 Stonewood Dr	Germantown	WI	53022		
Stellar Fitness - Green Bay West, LLC	920-569-6351	450 N Military Ave	Green Bay	WI	54303		
K Smith Fitness Hartford, Inc.	262-673-7300	1542 E Sumner St	Hartford	WI	53027		*
Anytime Partners, LLC	262-369-9300	520 Hartbrook Dr	Hartland	WI	53029		
Rick Eickmeier and Diane Eickmeier	608-792-5003	N6596 Forest Court	Holmen	WI	54636	Projected to open in TBD, WI	
Shane Johnson	920-485-0552	309 Barstow St	Horicon	WI	53032		
Jason Hepfler	612-597-6577		Hudson	WI	54016	Projected to open in Rice Lake, WI	*
Jason Hepfler	612-597-6577	331 West Grove Rd	Hudson	WI	54016	Projected to open in Prior Lake, MN	*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Jason Hepfler	612-597-6577	331 West Grove Rd	Hudson	WI	54016	Projected to open in Somerset, WI	*
Nick Fransen and Aaron Meier	715-386-5020	1701 Ward Ave, Ste 201	Hudson	WI	54016		
AF Milton Ave, LLC	608-563-0701	2600 Humes Rd, Ste 190	Janesville	WI	53545		
AF West Court, LLC	608-756-0007	2315 W Court St	Janesville	WI	53548		
AF Jefferson, LLC	920-674-6616	850 E Reinel St	Jefferson	WI	53549		*
K Smith Fitness Kaukauna, Inc	920-759-9901	310 E Ann St	Kaukauna	WI	54130		*
Arecco Investments LLC	262-612-3155	611 56th St, 3rd Fl	Kenosha	WI	53140		
Somer Properties Holdings, LLC and CJMA Inc.	262-925-1875	2304 18th St	Kenosha	WI	53144		
North Fayette Fitness, LLC	608-519-5990	112-114 5th Ave S	La Crosse	WI	54601		
Geneva Fitness, LLC	262-248-2422	116-118 E Geneva Sq	Lake Geneva	WI	53147		
AF Lake Mills, LLC	920-648-2121	395 W Tyranena Park Rd	Lake Mills	WI	53551		*
AF Atwood Ave, LLC	608-286-1050	2045 Atwood Ave	Madison	WI	53704		*
AF Downtown, LLC	608-237-2717	301 East Campus Mall, Suite 203	Madison	WI	53715		
AF East Madison, LLC	608-221-1222	6420 Cottage Grove Rd	Madison	WI	53718		
AF Midvale Blvd, LLC	608-231-4447	515 S Midvale Blvd, Ste 5	Madison	WI	53711		*
AF North Madison, LLC	608-245-1616	1193 N Sherman Ave	Madison	WI	53704		
AF University Row, LLC	608-286-1550	737 University Row	Madison	WI	53705		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Stellar Fitness - Marinette, LLC	715-732-4888	2025 Marinette Ave	Marinette	WI	54143		
James Moyer	715-898-1122	112 N Central Ave	Marshfield	WI	54449		
AF Mauston, LLC	608-847-2224	414 E State St	Mauston	WI	53948		
AF McFarland, LLC	608-838-8111	5802 Hwy 51	McFarland	WI	53558		
Thunderfitness LLC	262-781-3220	N56 W14108 Silver Spg Dr	Menomonee Falls	WI	53051		
Tony and LaRoyce Nicholson	715-309-4441	1700 Stout St	Menomonie	WI	54751		
AF Middleton, LLC	608-836-3131	1011 N Gammon Rd	Middleton	WI	53562		
AF Milton, LLC	608-371-1000	679 S Janesville St	Milton	WI	53563		
Fitness Partners, LLC	414-210-2598	1555 N Water St	Milwaukee	WI	53202		
Fitness Partners, LLC	414-319-1111	2170 Farwell Ave	Milwaukee	WI	53202		
KRS Fitness, LLC	414-365-9100	6817 W Brown Deer Rd	Milwaukee	WI	53223		
Lupton Consulting, LLC	414-259-9999	6015 W Forest Home Ave	Milwaukee	WI	53220		
Michael McVay	608-574-5838	333 Harris Street	Mineral Point	WI	53565	Projected to open in TBD, WI	
KC Fitness LLC	715-926-6466	162 S Eau Claire St	Mondovi	WI	54755		
AF Monona, LLC	608-222-9699	6000 Monona Dr	Monona	WI	53716		
Andrew Gundlach	608-358-2612	6000 Monona Dr, Suite 204	Monona	WI	53716	Projected to open in Elkhorn, WI	
Andrew Gundlach	608-358-2612	6000 Monona Dr, Suite 204	Monona	WI	53716	Projected to open in Lodi, WI	*
Andrew Gundlach	608-358-2612	6000 Monona Dr, Suite 204	Monona	WI	53716	Projected to open in Cross Plains, WI	

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
AF Monroe, LLC	608-325-2222	301 6th Ave W, Ste 107	Monroe	WI	53566		
AF Mount Horeb, LLC	608-437-7373	1209 Springdale St	Mount Horeb	WI	53572		*
Kristopher Ganske	262-378-7969	937 Greenridge Ct	Mukwonago	WI	53149		
3 Strands United LLC	414-240-8150	7759 Racine Ave	Muskego	WI	53150		
K Smith Fitness Neenah, Inc.	920-725-0500	860 Fox Pt Plz	Neenah	WI	54956		
Dfit LLC	262-784-1280	15437 W National Ave	New Berlin	WI	53151		
NXT Level Fitness, LLC	920-982-9922	1111 N Shawano St	New London	WI	54961		
BFTSM, LLC	715-246-4500	144 W 3rd St, Ste B	New Richmond	WI	54017		
AF Oconomowoc, LLC	262-567-1101	1288 Summit Ave, Ste 114	Oconomowoc	WI	53066		
Helium Enterprises, LLC	608-783-1120	1220 Crossing Meadows Dr, Ste 150	Onalaska	WI	54650		
MDS Fitness, Inc.	608-835-7200	845 Market St, Unit 2	Oregon	WI	53575		
MDS Fitness--Miles City, LLC, Adam Crowley and Kyle Brodd	608-345-8487	845 Market St	Oregon	WI	53575	Projected to open in TBD, MT	
FourF, LLC	920-424-5000	312 N Koeller St	Oshkosh	WI	54902		
Anytime Partners, LLC	262-695-9700	N35 W23770 Capitol Dr	Pewaukee	WI	53072		
AF Platteville, LLC	608-348-8811	555 Ellen St	Platteville	WI	53818		
Moyer Enterprises Plover, LLC	715-544-4050	1816 Plover Rd	Plover	WI	54467		
William Hippert	920-892-8282	542 Walton Dr	Plymouth	WI	53073		
MDS Fitness, Inc.	262-536-4524	155 Sweetwater Blvd	Port Washington	WI	53074		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
AF Portage, LLC	608-745-0250	2800 New Pinery Rd	Portage	WI	53901		
North Fayette Fitness, LLC	608-326-1550	40 Riverside Square	Prairie du Chien	WI	53821		
AF Sauk City, LLC	608-643-0777	1400 Prairie St	Prairie Du Sac Sauk City	WI	53578		
AF Reedsburg, LLC	608-524-2444	101 W Main St	Reedsburg	WI	53959		
Moyer Enterprises Consolidated Inc.	715-350-6964	1301 Lincoln Street	Rhineland	WI	54501		
AF Richland Center, LLC	608-383-1707	100 Richland Square	Richland Center	WI	53581		*
MDS Fitness - Ripon, LLC	920-748-7880	1069 W Fond Du Lac St	Ripon	WI	54971-9260		
Ripped Fitness and Elizabeth Senoraske	715-425-0225	114 Spring St.	River Falls	WI	54022		
SBoyea Enterprises, LLC	920-785-1530	627 Woodland Plz	Seymour	WI	54165		
Stellar Fitness - Sheboygan South, LLC	920-457-1700	2701 S. Business Dr	Sheboygan	WI	53081		
Ehle Endeavors, LLC	414-332-1111	4009 N Oakland	Shorewood	WI	53211		
JSJ & Affiliates, LLC	715-349-2582	24556 State Hwy 35/70	Siren	WI	54872		
Karmen Nenahlo	507-382-1299	4738 Keeley Dr	Slinger	WI	53086	Projected to open in Appleton, WI	
Spartan Fitness, LLC & Tammy Stickney	608-269-2055	2101 West Wisconsin Street	Sparta	WI	54656		
Moyer Enterprises, LLC	715-544-4008	200 N Division St, Ste E	Stevens Point	WI	54481		
MDS Fitness, Inc.	608-873-7799	2300 US Hwy 51, Ste. A	Stoughton	WI	53589		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Stellar Fitness - Sturgeon Bay, LLC	920-818-0444	1300 Egg Harbor Rd, Suite 120B	Sturgeon Bay	WI	54235		
JK Ventures Inc.	262-554-7117	7115 Durand Ave	Sturtevant	WI	53177		
AF Sun Prairie, LLC	608-834-1222	2071 McCoy Rd	Sun Prairie	WI	53590		
CN.IV Fitness, LLC	608-516-4571	592 Athletic Way	Sun Prairie	WI	53590	Projected to open in Glendale, WI	
Blue Star Investments, LLC	715-392-6003	823 Belknap St	Superior	WI	54880		
KDR Fitness, LLC	262-246-8000	N64 W24350 Main St	Sussex	WI	53089		
Puppe Incorporated	608-372-7000	1018 Superior Ave. S.	Tomah	WI	54660		*
MDS Fitness, Inc.	608-497-1266	411 Prairie Heights Dr	Verona	WI	53593		*
Eric Stickney and Tammy Stickney	608-638-3481	1218 N Main St	Viroqua	WI	54665		
MDS Fitness Wales, LLC	262-201-4240	300 E Summit Ave	Wales	WI	53183		
Livin' Life Fit LLC	262-275-2424	541 Kenosha St., Unit C	Walworth	WI	53184		*
Watertown Anytime LLC	920-390-2893	804-806 W St	Watertown	WI	53094		
George and Meredith Raab	262-446-6797	2144 E Moreland Blvd	Waukesha	WI	53186		
J3 Fitness Inc.	262-446-4141	901 Meadowbrook Rd., Ste. 1	Waukesha	WI	53188		
AF Waunakee, LLC	608-849-8998	604 E Main St	Waunakee	WI	53597		
Moyer Enterprises Waupaca AF, LLC	715-942-8300	970 Furman Dr	Waupaca	WI	54981		
MDS Fitness, Inc.	920-324-4912	912 W Main	Waupun	WI	53963		
Kilnea Enterprises, LLC	715-298-9500	409 Forest St	Wausau	WI	54403		

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
John Mathie and Jennifer Dunnington	414-258-5658	8907 W North Ave	Wauwatosa	WI	53226		
Lawrence Lupton	414-800-5040	2229 S 108th St	West Allis	WI	53227		
K Smith Fitness West Bend, LLC	262-338-1441	790 W Paradise Dr	West Bend	WI	53095		*
Marbles & Helium, LLC	608-451-2744	1500 W City Hwy 16	West Salem	WI	54669		
Moyer Enterprises Consolidated Inc.	715-298-4348	1711 Schofield Ave., Ste. A	Weston	WI	54476		
Justin Wills	262-472-0888	1139 W. Main St	Whitewater	WI	53190		
NXT Level Fitness, LLC	920-582-5882	102 N 13th Ave	Winneconne	WI	54986		
AF Lake Delton, LLC	608-253-1333	69 Commerce St	Wisconsin Dells	WI	53965		
Moyer Enterprises Waupaca, LLC	715-424-2000	2521 8th St	Wisconsin Rapids	WI	54494		
Bridgeport Fitness, LLC	304-933-3192	1198 W Main St	Bridgeport	WV	26330		
Kesling, Inc.	304-473-1126	90 Skyline Plaza Dr	Buckhannon	WV	26201		
Charles Town 247 Fitness LLC	304-433-5959	136 Patrick Henry Way	Charles Town	WV	25414		*
Daniel Miller	304-925-8500	5707 MacCorkle Ave SE, Ste 80	Charleston	WV	25304		
Kesling, Inc.	681-298-5017	46 Plantation Way	Elkins	WV	26241		*
Jeremy Elswick	304-965-8888	303 Crossing Mall	Elkview	WV	25071		
Huntington Hospitalist Group, Inc.	718-213-2964	3006 staunton rd	huntington	WV	25702	Projected to open in Huntington, WV	
Daniel Miller	304-757-2407	7 Liberty Plz	Hurricane	WV	25526		
Mountaineer Fitness, Inc.	304-745-2001	475 Oakland St	Morgantown	WV	26505		*

Legal Entity	Phone Number	Address	City	State	Zip	Status	Area Development
Brandon Pastor and Sharon Pastor	304-810-0454	1410 Lafayette Ave	Moundsville	WV	26041		
Brandon and Sharon Pastor	304-455-8900	265 N State Rt 2	New Martinsville	WV	26155		
David McIntyre	304-437-3948	404 Kanawha Avenue	Nitro	WV	25143	Projected to open in Cambridge, OH	
Daniel Miller	304-469-5204	345 Mall Rd	Oak Hill	WV	25901		*
Protti-Lawrence Fitness LLC	681-282-5514	1284 Stafford Dr	Princeton	WV	24740		
Doug Harper and Chris Rockenstein	304-205-7947	34 River Walk Mall	South Charleston	WV	25314		
Daniel Miller	304-727-4500	1445 MacCorkle Ave	St. Albans	WV	25177		
Daniel Miller	304-550-3037	906 Laing Street	St. Albans	WV	25177	Projected to open in TBD, WV	*
Daniel Miller	304-550-3037	906 Laing Street	St. Albans	WV	25177	Projected to open in TBD, WV	*
Daniel Miller	304-550-3037	906 Laing Street	St. Albans	WV	25177	Projected to open in TBD, OH	*
Kesling, Inc.	681-355-0214	235 Merchant Walk	Summersville	WV	26651		*
Shawn Craven and Leslie Craven	304-295-5646	1500 Grand Central Ave	Vienna	WV	26105		
Tim Restle	307-578-8550	534 Yellowstone Ave	Cody	WY	82414		
Dudley Irvine	307-332-2811	943 Amoretti St	Lander	WY	82520		

Name	City	State	Telephone Number
Branden Bunker and Brian McColgan	Scottsdale	AZ	801-361-8979
Branden Bunker and Brian McColgan	Scottsdale	AZ	801-361-8979
Robert Vanderwall, John Schuck and Marcus Cisney	Scottsdale	AZ	602-256-2100
Robert Vanderwall, John Schuck, and Marcus Cisney	Scottsdale	AZ	602-256-2100
Branden Bunker and Brian McColgan	Scottsdale	AZ	801-361-8979
Matthew Shepley	Surprise	AZ	301-569-0222
AF Tangerine, LLC	Tucson	AZ	520-425-7364
FIT Enterprises II, LLC	Phoenix	AZ	714-310-8944
Aaron Miller	Apple Valley	CA	760-267-2229
Fitness Democracy, LLC	Arcadia	CA	626-664-5001
Lam and Zumbro, LLC	Beaumont	CA	909-809-2030
RPKP, Inc.	Calabasas	CA	818-292-0805
RPKP, Inc.	Calabasas	CA	818-292-0805
RPKP, Inc.	Calabasas	CA	818-292-0805
Westlake AF, LLC	Calabasas	CA	818-292-0805
Snizco, LLC	Carlsbad	CA	847-899-3518
CapoteFam, Inc.	Cherry Valley	CA	909-331-0803
Yu Kohama	Chula Vista	CA	619-855-7256
Kevin Walker	Elk Grove	CA	209-417-2095
Kevin Walker	Elk Grove	CA	209-417-2095
Sol Strength, LLC	Galt	CA	787-586-1737
Evolution Fitness, Inc.	Hesperia	CA	760-217-6359
HIIT Endeavors, LLC	Hesperia	CA	760-987-8101
Claudine Eng	La Canada Flintridge	CA	626-905-1755
Will Slota	Napa	CA	310-770-5220
Will Slota	Napa	CA	310-770-5220
Will Slota	Napa	CA	310-770-5220
Byram Fitness, LLC	Redding	CA	985-791-9777
Tylar Pratt and Ryan Pratt	Redlands	CA	760-694-7811
Free and Independent Fitness, LLC	Riverside	CA	951-255-7689
NorCal Fitness, Inc.	Santa Rosa	CA	707-322-6224
Mr. Gym, LLC	Vacaville	CA	707-249-8421
Zanzi Corp.	Arvada`	CO	720-266-1181
Kelly Barton	Lakewood	CO	720-339-3022
Double Lane Enterprises, LLC	Littleton	CO	303-906-8896
K&K Greenstreet II, LLC	Littleton	CO	720-276-9634
SixStar Corporation	Palmer Lake	CO	719-488-5663
Two by Two Enterprises	Canon City	CO	719-275-5682
Around the Clock Fitness LLC	Colorado Springs	CO	941-256-5602
Simari, LLC	Grand Junction	CO	720-333-2000
Lynnea and Axel Mahlke	East Lyme	CT	860-287-1801
Camden Fitness, LLC	Dover	DE	302-653-4370

Name	City	State	Telephone Number
Christian Paris, Robert S. Fitzgerald & Joseph Nastasi Sr.	Newark	DE	302-218-5644
Powder Mill Partners, LLC	Wilmington	DE	480-369-3994
Power Mill Partners LLC	Wilmington	DE	480-369-3994
Power Mill Partners, LLC	Wilmington	DE	480-369-3994
NCJ Fitness, LLC	Brandon	FL	813-500-0710
Mega T. Inc.	Cantonment	FL	478-787-1026
ZFit Enterprises LLC	Cantonment	FL	478-787-1026
Thirty Seven Ventures, Inc.	Cape Coral	FL	239-233-4314
Silverdog Corporation	Clearwater	FL	941-928-2065
Susan Bowen	Fernandina Beach	FL	904-813-8709
Susan Bowen	Fernandina Beach	FL	904-813-8709
BA Fitness LLC	Hudson	FL	352-274-5175
Ericka Westgard	Indialantic	FL	847-946-4509
AF Mandarin, LLC	Jacksonville	FL	904-553-5570
Kyle Belmont	Jacksonville	FL	612-875-1571
Rise Above Fitness, LLC	Kissimmee	FL	407-319-1792
Fitness Partners - Westerville, LLC	Lakewood Ranch	FL	614-558-0061
Fitness Partners Bowling Green, LLC	Lakewood Ranch	FL	818-219-4993
Fitness Partners Bryan, LLC	Lakewood Ranch	FL	818-219-4993
Fitness Partners Bucyrus LLC	Lakewood Ranch	FL	818-219-4993
Fitness Partners Fremont, LLC	Lakewood Ranch	FL	818-219-4993
Fitness Partners Holdings OH OZ LLC	Lakewood Ranch	FL	818-219-4993
Fitness Partners Holdings, LLC	Lakewood Ranch	FL	818-219-4993
Fitness Partners Holdings, LLC	Lakewood Ranch	FL	818-219-4993
Fitness Partners Holdings, LLC	Lakewood Ranch	FL	818-219-4993
Fitness Partners Holdings, LLC	Lakewood Ranch	FL	614-558-0061
Fitness Partners Holdings, LLC	Lakewood Ranch	FL	614-558-0061
Fitness Partners Holdings, LLC	Lakewood Ranch	FL	614-558-0061
Fitness Partners Jackson LLC	Lakewood Ranch	FL	818-219-4993
Fitness Partners London, LLC	Lakewood Ranch	FL	818-219-4993
Fitness Partners Mount Vernon, LLC	Lakewood Ranch	FL	614-558-0061

Name	City	State	Telephone Number
Fitness Partners of Ottawa LLC	Lakewood Ranch	FL	614-558-0061
Fitness Partners Port Clinton, LLC	Lakewood Ranch	FL	614-558-0061
Fitness Partners Van Wert, LLC	Lakewood Ranch	FL	614-558-0061
Fitness Partners Washington, LLC	Lakewood Ranch	FL	614-558-0061
Fitness Partners Wauseon, LLC	Lakewood Ranch	FL	614-558-0061
B.E. Fitness Centers, Inc.	Leesburg	FL	352-460-7538
Michael Brashear and Lawrence E. Taylor	Leesburg	FL	407-756-6236
Greg & Katrina Jodarski	Mount Dora	FL	407-920-9908
Paresh Patel	Ocala	FL	352-361-4479
Can-Am Ventures International, Inc	Orlando	FL	407-284-7979
Can-Am Ventures International, Inc.	Orlando	FL	407-284-7979
Ezcoastin Enterprises, Inc.	Oviedo	FL	765-438-2617
Farther South, LLC	Palm Coast	FL	386-299-2611
Florida Fitness 11, LLC	Palm Harbor	FL	727-432-2819
XTremeTB, Inc.	Pompano Beach	FL	561-757-1923
Freedom Fitness, LLC	Riverview	FL	813-245-3107
Adam Smith and Ruth Ann Smith	Satellite Beach	FL	931-249-6813
Adam Smith and Ruth Ann Smith	Satellite Beach	FL	931-249-6813
Adam Smith and Ruth Ann Smith	Satellite Beach	FL	931-249-6813
Go Team ORange, LLC	St. Augustine	FL	904-540-3356
Triumph Fit, Inc.	St. Petersburg	FL	813-352-3289
Vincent Borriello	Wellington	FL	732-939-7726
GetFit Palm Beach, LLC	West Palm Beach	FL	561-767-0398
Silverdog Corporation	Clearwater	FL	727-362-7261
Hemal Parag and Sanjay Parag	West Palm Beach	FL	561-767-0398
AF Sixes, LLC	Acworth	GA	678-935-8568
PLB Holdings, Inc.	Albany	GA	863-604-5178
Youmans Fitness, LLC	Blackshear	GA	912-550-9476
Christopher Hope and Millard Ray Hope	Broxtton	GA	912-383-0085
RTFM Solutions LLC	Buford	GA	404-353-3281
Diesel Fitness, LLC	Cartersville	GA	770-655-2124
Diesel Fitness, LLC	Cartersville	GA	770-655-2124
Diesel Fitness, LLC	Cartersville	GA	770-655-2124
Neha Anderson	Covington	GA	678-234-9659
Funktionally Fit, Inc.	Dallas	GA	470-539-9854

Name	City	State	Telephone Number
Ultimate Extreme Fitness, LLC	Ellijay	GA	727-421-3773
TITAN1, LLC	Jefferson	GA	770-361-3801
Cynthia Miles Hardy and Daniel Douglas Griffin	Leesburg	GA	229-809-0705
Triple T Associates, LLC	Powder Springs	GA	770-919-9565
Triple T One Time, LLC	Powder Springs	GA	770-598-9796
NCT Ventures, LLC	Sandy Springs	GA	770-823-2379
Thomas Newton and Kristi Newton	Sylvania	GA	912-978-0286
Huxley AF, LLC	Des Moines	IA	515-480-1130
Ellyse Salter	Dyersville	IA	563-564-3304
Severson Properties LLC	Northwood	IA	641-424-2121
Fitness Specialists, LLC	Storm Lake	IA	712-299-7296
Fitness Specialists, LLC	Storm Lake	IA	712-299-7296
Fitness Specialists, LLC	Storm Lake	IA	712-299-7296
GART Fitness, LLC	Boise	ID	208-602-9627
J.R. Smith Enterprises, LLC	Boise	ID	509-388-8949
Donald Trent Eddy	Byron	IL	815-973-0985
DTEDDY III, Inc.	Byron	IL	815-973-0985
Mufeed Musleh	Mount Prospect	IL	219-746-5845
Dana and Kari Jennings	Ottawa	IL	815-579-9079
Tim Everett	Springfield	IL	217-280-3449
724 x 3, LLC	Sterling	IL	815-441-7035
724 x 4, LLC	Sterling	IL	815-441-7035
Iron Wills of Lafayette, LLC	Butler	IN	260-570-5480
Iron Wills of Wabash, LLC	Butler	IN	260-570-5480
Steven Boswell, Alex Lowry & David Pahls	Butlerville	IN	812-592-9023
Russell Bunde	Crown Point	IN	219-662-9409
American Fitness Corporation	Fort Wayne	IN	260-341-1516
Spence, Inc.	Greensburg	IN	513-382-4142
Combs Fitness, LLC	Greenwood	IN	317-786-1210
FINN2WINN, LLC	Indianapolis	IN	317-538-9662
KML, Inc.	Indianapolis	IN	317-847-9804
JBC Prime Fitness, Inc.	Manilla	IN	765-561-0542
One Family Fitness, Inc.	Newburgh	IN	812-430-7386
G & R Fitness, LLC	St Paul	IN	317-512-5630
G & R Fitness, LLC	St. Paul	IN	317-512-5630
Mark Lister	Zionsville	IN	317-402-1106
Pro-Fit Solutions, LLC	Zionsville	IN	317-414-7418
Benjamin Sheppard	North Manchester	IN	260-578-4477
Dark Horse Enterprises LLC	Great Bend	KS	620-282-1549
Matthew Warner	Kansas City	KS	913-775-3398

Name	City	State	Telephone Number
Warner Enterprise, LLC	Kansas City	KS	913-775-3398
4M Fitness, LLC	Overland Park	KS	913-633-9958
Summit Fitness, LLC	Overland Park	KS	913-633-9958
Thunderbird Fitness, Inc.	Tecumseh	KS	785-224-1392
Nathan Dahlgren	Topeka	KS	785-341-3806
ATF Bonner Springs, LLC	Kansas City	KS	913-775-3398
Kevin Mills	Louisville	KY	502-773-2004
Bonckers Fitness, LLC	Albany	LA	504-390-0340
BACC FIT LLC	Bossier City	LA	318-560-0979
Broadmoor Fitness, LLC	Bossier City	LA	318-489-8100
GIS Property LLC	Bossier City	LA	318-518-3353
Justin Siverd	Covington	LA	985-264-8526
NOLA Fit Club 2, Inc.	Gretna	LA	985-259-0879
Jenny & Karl Mapes	Hammond	LA	985-507-2204
Velocity Enterprises, LLC	Harahan	LA	504-451-8998
J & LS Fitness NB, LLC	Haughton	LA	318-464-5584
J & LS Fitness, LLC	Haughton	LA	318-464-5584
HLV, L.L.C.	Keithville	LA	318-469-1412
H M Fitness of Leesville, LLC	Leesville	LA	318-730-8656
Houma Anytime, LLC	Luling	LA	504-460-7851
JRS Anytime LLC	Luling	LA	504-460-7851
Raceland Anytime, LLC	Luling	LA	504-460-7851
Louisiana Fitness, LLC	Metairie	LA	504-669-8661
Fit Investments, LLC	Monroe	LA	318-557-6914
Stay Trim, LLC	Monroe	LA	318-355-2805
Cannon Fitness, LLC	New Orleans	LA	504-208-0042
AFC-Prosper, LLC	Ruston	LA	318-243-2771
H.R. Hayes II, LLC	Ruston	LA	318-243-0570
Cliff Vandiver	Shreveport	LA	985-246-9749
Rachel Fauchaux and Clay Fauchaux	Thibodaux	LA	985-209-4332
J T's Fitness, Inc.	Tickfaw	LA	985-507-0263
Norman and Mallory Bonck	Tickfaw	LA	504-390-0340
Anytimefit LA, LLC	Zachary	LA	225-301-7108
Anthony VivoAmore	Leominster	MA	978-729-0202
MV Smithfield, LLC	Medway	MA	508-245-4756
Fitness Unlimited Augusta, Inc.	Madison	ME	207-313-6614
NievesCo LLC	Wells	ME	603-988-5939
CYD, LLC	Caledonia	MI	16-299-9098
JH III Inc.	Chesterfield	MI	586-549-0106
Mohammed Khan	Clinton Township	MI	249-479-6500
Montgomery McClelland, Christopher Goll & Jamie Goll	Linden	MI	810-333-1935
AF Fort Wayne LLC	Michigan Center	MI	517-902-7198

Name	City	State	Telephone Number
Kelly and Ted Rickabus	Paris	MI	248-736-9926
KBH Fitness, LLC	Traverse City	MI	231-534-4569
BAM Fitness, LLC	Flat Rock	MI	734-837-8552
Prosper Health Fitness Inc.	Albertville	MN	952-212-0838
Eric Ness, Jean Ness & Timothy Ness	Apple Valley	MN	952-201-1721
J & J Fitness, LLC	Crosslake	MN	612-518-1849
J Abernethy, Inc.	Duluth	MN	218-724-4327
J Abernethy, Inc.	Duluth	MN	218-724-4327
J Abernethy, Inc.	Duluth	MN	218-724-4327
J Abernethy, Inc.	Duluth	MN	218-724-4327
J Abernethy, Inc.	Duluth	MN	218-724-4327
Geiger Enterprises, LLC	Elk River	MN	763-234-9662
KDK, LLC	Excelsior	MN	612-963-7200
Northland Enterprises, Inc.	Laporte	MN	218-556-8575
AMFO, LLC	Minneapolis	MN	612-618-7850
Bedazzling Beaumont LLC	Minneapolis	MN	612-309-2246
Ladu Holdings, LLC	Minneapolis	MN	608-215-2681
QS, Inc.	North Oaks	MN	612-309-9287
JW Fitness LLC	Otsego	MN	651-285-7676
Peter J. & Elizabeth D. Stahnke	Park Rapids	MN	218-252-5946
SCAC, Inc.	Plymouth	MN	612-483-7435
Jonathan Bookman	St Paul	MN	954-647-6783
Capital Investments, LLC	Camdenton	MO	573-280-9671
Capital T Investments, LLC	Camdenton	MO	573-280-9671
Van Weelden Insurance Agency, Inc.	Cape Girardeau	MO	573-335-6142
WD Fitness, LLC	Columbia	MO	573-268-8970
Nick's Fitness, LLC	Creve Coeur	MO	314-543-3816
Kalfit Enterprises, LLC	Fenton	MO	314-961-8673
We Build Empires, LLC	Liberty	MO	816-550-6484
We Build Empires, LLC	Liberty	MO	816-550-6484
John Gorman	Springfield	MO	417-327-6565
Tupelo Fitness, Inc	Belden	MS	832-265-6922
FZ Fitness Inc.	Carriere	MS	225-612-8251
Fitness Partners of Alabama II, LLC	Tupelo	MS	832-265-6924
Fitness Systems of Mississippi II, LLC	Tupelo	MS	832-265-6922
Starkville Fitness, LLC	Tupelo	MS	832-265-6922
Bedford AF, LLC	Cary	NC	919-247-7301
CLT Stat Results, Inc.	Charlotte	NC	704-307-8771
LiveWell Enterprises, LLC	Clayton	NC	803-603-2336
JSM Service Group, L.L.C.	Durham	NC	919-810-5754
Suite Zero One, LLC	Goldboro	NC	919-921-6205
ALTYGMSM, LLC	Hayesville	NC	678-923-5332
Rod and Jennifer Millett	Holly Springs	NC	704-906-7954

Name	City	State	Telephone Number
Satish Mohe & Shaila Mohe	Morrisville	NC	919-334-8680
Investment Pros of NC LLC	Wake Forest	NC	239-707-7966
Cre8tive Fitness, Inc.	Devils Lake	ND	701-350-1384
KVN Enterprises, LLC	Bellevue	NE	402-709-4289
H Fitness of Columbus, LLC	Fremont	NE	402-880-4864
H Fitness of Fremont, LLC	Fremont	NE	402-880-4864
H Fitness of Lexington LLC	Fremont	NE	402-880-4864
H Fitness of Nebraska City, LLC	Fremont	NE	402-880-4864
H Fitness of Norfolk, LLC	Fremont	NE	402-880-4864
Sportsman Lake, LLC	Oakland	NE	402-720-2816
Cross Keys Fitness Center, LLC	Cherry Hill	NJ	609-209-0926
Mario Gomez and Scott Atkinson	Lyndhurst	NJ	845-262-9774
Michael Sharp	Mullica Hill	NJ	856-237-3368
Michael Sharp	Mullica Hill	NJ	856-237-3368
Daniella Harris	Watchung	NJ	678-231-9189
Daniella Harris	Watchung	NJ	732-310-5826
Dave Vaughan	Las Vegas	NV	702-480-4218
Fallon ATF, LLC	Minden	NV	775-790-1186
Watchmen Fitness Group, LLC	Reno	NV	775-200-2681
Watchmen Fitness Group, LLC	Reno	NV	775-200-2681
Timothy McAvey	Harriman	NY	845-629-5325
Nicholas & Nancy Sloanhoffer & Cordell Hoffer	New Windsor	NY	845-522-0247
Nicholas Sloanhoffer, Cordell Hoffer & Nancy Sloanhoffer	New Windsor	NY	845-534-2469
GR & R Partners, LLC	Cleveland	OH	216-496-8815
Ascendant Holdings, LLC	Liberty Township	OH	513-292-8965
Burlington Fitness, LLC	Liberty Township	OH	513-292-8965
Patricia Wilde, Michael Wilde, Patricia Tkach, Geraldine Dow & Bethany A. Fork	Norwalk	OH	419-681-2617
SFC Ventures, LLC	Springboro	OH	937-750-2282
JKay Fitness, LLC	Strongsville	OH	216-403-6553
KS2 Corp.	Vandalia	OH	937-477-5316
Frisby Sport and Wellness Enterprises, LLC	Wadsworth	OH	330-962-4888
Ketan Modi	Clinton	OK	405-819-2662
Steve Thornhill	Mulhall	OK	405-414-4444
Thornhill Brothers Fitness, LLC	Mulhall	OK	405-414-4444
Lumos Consulting LLC	Newalla	OK	620-870-9870
Oregon Team in Training, LLC	Cottage Grove	OR	541-954-9810
Snow Wolf, LLC	Creswell	OR	208-540-1957
Brian Sherrill	Klamath Falls	OR	541-891-3941
Kohler Fitness, LLC	LaPine	OR	541-536-8442
Remy Boots	Medford	OR	541-499-4603

Name	City	State	Telephone Number
Braden Fitness, Inc.	Redmond	OR	541-408-0845
Jeff MacDonald and Heather Williams	Sutherlin	OR	541-430-3788
Newlife Fitness 5, Inc.	Allentown	PA	610-451-5904
3HD 100 Inc.	Bethel Park	PA	412-606-8374
Jennifer Beiswenger	Canonsburg	PA	724-344-5680
DTB Holdings II, Inc.	Delmont	PA	412-980-2901
DTB Holdings II, Inc.	Delmont	PA	412-980-2901
Byron Clark	Devon	PA	267-693-3695
Lavigne Enterprises, LLC	Eagleville	PA	570-236-2987
KMG Fitness, LLC	Gwynedd Valley	PA	215-896-8039
4 Under Incorporated	Mechanicsburg	PA	717-891-7899
Susan Ryon	Orwigsburg	PA	570-640-9399
Susan Ryon	Orwigsburg	PA	570-640-9399
Ryan Murphy	Philadelphia	PA	215-534-0768
SDJ Philly Fitness, LLC	Philadelphia	PA	267-225-6015
ZJJAM, LLC & Alyssa Pyer	Prospect	PA	724-510-9490
Power Fitness Co., Inc.	Providence	RI	401-455-1000
Carosota Ventures, Inc.	Beaufort	SC	843-737-1672
Joshua Keels	Duncan	SC	864-909-2274
Joshua Keels	Duncan	SC	864-909-2274
Gilder Family Fitness, Inc.	Tega Cay	SC	803-415-1448
Marcus Rothlisberger	Sioux Falls	SD	605-630-0500
Osborne Enterprise LLC	Sioux Falls	SD	605-360-0042
Betz, Inc.	Blountville	TN	423-791-1237
Baer Fitness, LLC	Franklin	TN	615-430-6640
Pennington Properties LLC	Franklin	TN	517-990-5092
Pennington Properties LLC	Franklin	TN	517-990-5092
Pennington Properties LLC	Franklin	TN	517-990-5092
Pennington Properties LLC	Franklin	TN	517-990-5092
Renaissance Fitness, Inc	Germantown	TN	901-268-7137
33 Adventures, LLC	Knoxville	TN	865-585-4398
Bobby and Renee Watkins	Lexington	TN	903-314-0139
La Dolce Vita, LLC	Old Hickory	TN	615-305-3586
JBBS Denton, LLC and Mary Stewart	Argyle	TX	903-646-0267
Bandon Holdings, LLC	Austin	TX	972-809-8888
Bandon Holdings, LLC	Austin	TX	972-809-8888
Bandon Holdings, LLC	Austin	TX	972-809-8888
Bandon Holdings, LLC	Austin	TX	972-809-8888
Believe in Fitness, LLC	Austin	TX	512-632-9987
Fuselier Fitness, LLC	Austin	TX	409-466-4695
Fuselier Fitness, LLC	Austin	TX	409-466-4695
Glatzalt, LLC	Austin	TX	512-426-4564

Name	City	State	Telephone Number
P & T Fitness, LLC	Austin	TX	409-466-4695
Tony Fuselier & Jonathan Hunter Spence	Austin	TX	409-466-4695
Zuhair Tariq and Tariq Mahmood	Austin	TX	760-730-2874
Zuhair Tariq and Tariq Mahmood	Austin	TX	760-730-2874
Zuhair Tariq and Tariq Mahmood	Austin	TX	760-730-2874
TD 2 Fitness, LLC	Bastrop	TX	512-785-1314
TXMI Investments, LLC	Corinth	TX	940-435-3434
Randall Fitness Centers (a General Partnership)	Corsicana	TX	903-874-3288
Pennington Family Fitness, LLC	Dallas	TX	469-309-8181
Tyrone Richardson and Max Sandlin	Fort Smith	TX	479-434-7006
Robert Lowe and Christopher Loy	Ft. Worth	TX	817-751-4957
Foremost Capital Investment LLC	Houston	TX	832-687-7604
Gerald Floyd Jr	Houston	TX	281-777-9748
DFH LV, LLC and Danielle Koller	Keller	TX	603-289-7842
DFH LV, LLC and Danielle Koller	Keller	TX	603-289-7842
Rick Rehm, Chad Mahagan & William Brad Parker	Kerrville	TX	512-633-1029
BG Ventures, LLC	LaVernia	TX	210-867-2585
Michael Carrales	Lytle	TX	806-239-9342
BCMA Enterprises, LLC	Mansfield	TX	972-837-3658
CeroMore LLC	Mansfield	TX	202-215-6622
Johnson Fitness Enterprises, LLC	Mansfield	TX	469-285-4074
Jorge Rosa and Julie Rosa and Gary Fisher	McKinney	TX	214-499-5129
Rippetoe Enterprises, LLC	Melissa	TX	318-560-5726
Laura Morgan, Christopher Morgan, Christopher Lipari and Janet Lipari	Montgomery	TX	281-389-1616
Anytime Training, LLC	New Braunfels	TX	210-326-0812
ALKAPIA, LLC	Pflugerville	TX	512-751-7764
Lesley Gibbs & Ashley Kleymann	Rhome	TX	817-564-2449
HLF&G, Inc.	Richardson	TX	241-564-4611
Alamo Ranch Fitness, LLC	San Antonio	TX	210-287-0563
Primeshop, Inc.	San Antonio	TX	210-287-0563
Quadventures, LLC	San Antonio	TX	937-654-2715
Crossroad Investments, Inc.	Schertz	TX	210-601-5481
Madry Barton, LLC	Sugar Land	TX	281-207-9891
Top Tier Investments, Inc.	Trinidad	TX	214-454-9072
S and P Fitness, LLC	Tyler	TX	903-330-2925
Ryan Miller and Blake Smith	Wharton	TX	832-758-7629
Legends of Tomorrow, LLC	Willis	TX	936-346-9754
2J Fitness, LLC	Colleyville	TX	817-583-1640
Waller Entertainment, LLC and Charles Watkins	Killeen	TX	254-213-8568
Wasatch Back Health & Fitness, LLC	Midway	UT	801-870-7271
Blaine Yates	Provo	UT	801-358-9836
MIKJAM, LLC	Salt Lake City	UT	719-310-8189

Name	City	State	Telephone Number
Ultimate Potential, LLC	Salt Lake City	UT	801-891-9243
Rodger Adams & Brad Merrill	St. George	UT	435-669-8544
Fit Management, Inc	Fredericksburg	VA	540-220-2660
R.R.B Services, LLC	Henrico	VA	804-393-6626
Better Life Fitness, LLC	Locust Grove	VA	540-455-7682
Better Life Fitness, LLC	Locust Grove	VA	540-455-7682
John Crowder	Orange	VA	434-466-7499
Currahee Fitness WN LLC	Salem	VA	614-929-4067
Superior Fitness, LLC	Spotsylvania	VA	540-295-7096
Bettina Cuce-Rodriguez, Michael Rodriguez, Jay Maizel and Susan Cuce	Virginia Beach	VA	757-310-4182
Arthur Gerard Jr., Richard Gerard, Kevin L Tipps and Dylan Tipps	Electic City	WA	509-633-1664
EB Industries, Inc.	Elma	WA	360-339-3733
PKN, Inc.	Marysville	WA	425-870-7072
Gregory Martin	Spokane	WA	443-902-1818
Gregory Martin	Spokane	WA	443-902-1818
Western States Fitness, Inc.	Spokane	WA	509-981-1362
Western States Fitness, Inc.	Spokane	WA	509-981-1362
Western States Fitness, Inc.	Spokane	WA	509-981-1362
Joel Lenox	Woodinville	WA	206-465-3630
Wes Bradshaw	Yakima	WA	509-833-4406
Myken Daeda	Blanchardville	WI	608-513-0218
Lola Rose Fitness, LLC	Brookfield	WI	262-853-1552
Stellar Fitness - Green Bay East, LLC	Hobart	WI	708-205-1141
Stellar Fitness - Two Rivers, LLC	Hobart	WI	708-205-1141
Stellar Fitness- Howard, LLC	Hobart	WI	708-205-1141
AF Beloit, LLC	Monona	WI	608-358-2612
K Smith Fitness, LLC	Slinger	WI	507-382-1299
K Smith Fitness, LLC	Slinger	WI	507-382-1299
Doug Harper and Chris Rockenstein	Hurricane	WV	304-389-0527

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

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

EXHIBIT D

FINANCIAL STATEMENTS

ANYTIME FITNESS, LLC

FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2019, 2018 AND 2017

**ANYTIME FITNESS, LLC AND
SUBSIDIARIES**

CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2019, 2018 and 2017

- This page intentionally left blank -

ANYTIME FITNESS, LLC AND SUBSIDIARIES
TABLE OF CONTENTS

		<u>Page Number</u>
Independent Auditor's Report		1
CONSOLIDATED FINANCIAL STATEMENTS		
Consolidated Balance Sheets	Statement 1	4
Consolidated Statements of Income	Statement 2	6
Consolidated Statements of Equity	Statement 3	7
Consolidated Statements of Cash Flows	Statement 4	8
Notes to the Consolidated Financial Statements		11

- This page intentionally left blank -



INDEPENDENT AUDITOR'S REPORT

To the Members
Anytime Fitness, LLC and Subsidiaries
Woodbury, Minnesota

We have audited the accompanying consolidated financial statements of Anytime Fitness, LLC, which comprise the consolidated balance sheets as of December 31, 2019, 2018 and 2017, and the related consolidated statements of income, equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

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, 2019, 2018 and 2017, 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.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, as of January 1, 2019, the Company adopted the provisions of the Financial Accounting Standards Board, ASU 2014-09, Revenue from Contracts with Customers (Topic 606), which supersedes accounting standards that currently existed under accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Redpath and Company, Ltd.
REDPATH AND COMPANY, LTD.
St. Paul, Minnesota

March 19, 2020

CONSOLIDATED FINANCIAL STATEMENTS

ANYTIME FITNESS, LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
December 31, 2019, 2018 and 2017

Statement 1
Page 1 of 2

Assets	2019	2018	2017
Current assets:			
Cash	\$444,572	\$21,193	\$1,559,033
Restricted cash	5,442,047	2,437,452	6,371,965
Accounts receivable, net of allowance for doubtful accounts	2,479,398	2,479,824	2,260,662
Vendor rebate receivable	3,584,198	3,048,539	3,073,957
Prepaid expenses and other current assets	1,321,277	1,583,710	1,809,316
Notes receivable, current portion	58,437	116,042	265,815
Due from related parties, current	15,638,402	5,165,257	774,486
Deferred compensation, current portion	627,737	-	-
Total current assets	<u>29,596,068</u>	<u>14,852,017</u>	<u>16,115,234</u>
Property and equipment, net	<u>2,241,612</u>	<u>4,829,160</u>	<u>6,226,367</u>
Other assets:			
Trademarks, net	351,987	383,277	404,741
Software development and license costs, net	3,315,604	2,623,724	1,676,405
Goodwill	141,521	141,521	213,083
Notes receivable, net of current portion	155,829	206,826	324,895
Note receivable - related party	21,000,000	-	-
Deposits	104,525	223,866	269,641
Deferred compensation, net of current portion	1,513,623	-	-
Total other assets	<u>26,583,089</u>	<u>3,579,214</u>	<u>2,888,765</u>
Total assets	<u>\$58,420,769</u>	<u>\$23,260,391</u>	<u>\$25,230,366</u>

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

Liabilities and Equity	2019	2018	2017
Current liabilities:			
Current maturities of long-term capital lease obligations	\$ -	\$92,230	\$258,604
Accounts payable	2,868,178	1,671,085	2,207,621
Accrued expenses and other current liabilities	1,229,456	1,108,492	1,225,297
Due to related parties	401,321	142,421	121,157
Advertising obligation	-	1,940,935	5,302,601
Deferred revenue, current portion	8,731,085	677,067	529,047
Deferred rent	697,042	1,895,887	2,386,106
Total current liabilities	<u>13,927,082</u>	<u>7,528,117</u>	<u>12,030,433</u>
Long-term liabilities:			
Long-term capital lease obligations, net of current maturities	-	70,349	172,812
Deferred revenue, net of current portion	28,012,079	-	-
Total long-term liabilities	<u>28,012,079</u>	<u>70,349</u>	<u>172,812</u>
Total liabilities	41,939,161	7,598,466	12,203,245
Equity:			
Member's capital	16,482,159	15,661,925	13,027,121
Accumulated other comprehensive income (expense)	(551)	-	-
Total equity	<u>16,481,608</u>	<u>15,661,925</u>	<u>13,027,121</u>
Total liabilities and equity	<u>\$58,420,769</u>	<u>\$23,260,391</u>	<u>\$25,230,366</u>

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

ANYTIME FITNESS, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
December 31, 2019, 2018 and 2017

Statement 2

	2019	2018	2017
Revenues:			
Monthly franchise royalties	\$23,236,350	\$21,140,680	\$18,873,844
Franchise fees	10,098,278	12,455,777	12,423,483
Sales	8,080,220	13,387,870	14,324,481
Advertising fund revenue	15,222,202	-	-
Vendor rebates	41,529,570	34,230,627	22,176,794
Other revenues	3,369,303	1,492,427	640,945
Total revenues	<u>101,535,923</u>	<u>82,707,381</u>	<u>68,439,547</u>
Cost of goods sold	<u>2,023,387</u>	<u>3,187,100</u>	<u>3,344,226</u>
Gross profit	<u>99,512,536</u>	<u>79,520,281</u>	<u>65,095,321</u>
General and administrative expenses	41,692,842	40,246,238	37,609,655
Advertising fund expense	14,578,305	-	-
Total general, administrative, and advertising fund expense	<u>56,271,147</u>	<u>40,246,238</u>	<u>37,609,655</u>
Income from operations	<u>43,241,389</u>	<u>39,274,043</u>	<u>27,485,666</u>
Other income (expense):			
Interest expense	(8,094)	(17,693)	(21,122)
Other income	2,342	16,664	27,239
Other expense	(1,285,764)	(1,284,342)	(889,089)
Gain (loss) on sale of club operations	1,396,838	123,096	(129,468)
Total other expense	<u>105,322</u>	<u>(1,162,275)</u>	<u>(1,012,440)</u>
Net income	<u>\$43,346,711</u>	<u>\$38,111,768</u>	<u>\$26,473,226</u>

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

ANYTIME FITNESS, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EQUITY
December 31, 2019, 2018 and 2017

Statement 3

	Member's Capital	Accumulated Other Comprehensive Income (Expense)	Total Equity
Balance at December 31, 2016	\$11,594,921	\$ -	\$11,594,921
Distributions	(25,041,026)	-	(25,041,026)
Net income	<u>26,473,226</u>	<u>-</u>	<u>26,473,226</u>
Balance at December 31, 2017	13,027,121	-	13,027,121
Distributions	(35,476,964)	-	(35,476,964)
Net income	<u>38,111,768</u>	<u>-</u>	<u>38,111,768</u>
Balance at December 31, 2018	15,661,925	-	15,661,925
Cumulative effect adjustment (See Notes 1 and 14)	(29,512,772)	-	(29,512,772)
Distributions	(13,013,705)	-	(13,013,705)
Net income	43,346,711	-	43,346,711
Foreign currency translation adjustments	<u>-</u>	<u>(551)</u>	<u>(551)</u>
Balance at December 31, 2019	<u><u>\$16,482,159</u></u>	<u><u>(\$551)</u></u>	<u><u>\$16,481,608</u></u>

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

ANYTIME FITNESS, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
December 31, 2019, 2018 and 2017

Statement 4
Page 1 of 2

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Cash flows from operating activities:			
Net income	\$43,346,711	\$38,111,768	\$26,473,226
Adjustments to reconcile net income to net cash flows from operating activities:			
Depreciation and amortization	2,311,621	2,513,718	2,724,335
(Gain) loss on sale of property and equipment	-	119,487	(4,556)
(Gain) loss on sale of fitness club	(1,396,838)	(123,096)	129,468
Deferred rent	(233,255)	(353,718)	(300,805)
Changes in assets and liabilities:			
Restricted cash	(3,004,595)	3,934,513	(2,950,552)
Accounts receivable and vendor rebates receivable	(535,233)	(193,744)	(505,738)
Deferred compensation	360,070	-	-
Prepaid expense and other current assets	262,433	225,606	(245,552)
Deferred revenue	2,305,050	150,578	(79,956)
Advertising obligation	-	(3,361,666)	2,466,057
Accounts payable and other accrued expenses	1,196,981	(653,341)	483,981
Net cash flows provided by operating activities	<u>44,612,945</u>	<u>40,370,105</u>	<u>28,189,908</u>
Cash flows from investing activities:			
Purchases of property and equipment	(553,139)	(697,030)	(1,192,912)
Proceeds from sale of fitness clubs, property and equipment	2,475,999	357,066	97,993
Payments received on notes receivable	108,602	275,411	144,808
Issuance of notes receivable	-	(7,569)	(117,722)
Issuance of note receivable - related parties	(21,000,000)	-	-
Software licenses and internally developed software expenditures	(1,844,923)	(930,438)	(805,337)
Purchase of trademarks	-	(8,336)	(21,352)
Change in rent deposits	14,975	25,033	(6,265)
Payments (paid to) received from related parties, net	(10,214,245)	(5,176,281)	318,295
Net cash flows used in investing activities	<u>(31,012,731)</u>	<u>(6,162,144)</u>	<u>(1,582,492)</u>
Cash flows from financing activities:			
Principal payments under capital lease obligations	(162,579)	(268,837)	(274,116)
Distributions paid	(13,013,705)	(35,476,964)	(25,041,026)
Net cash flows used in financing activities	<u>(13,176,284)</u>	<u>(35,745,801)</u>	<u>(25,315,142)</u>
Effect of exchange rate on cash flows, net	<u>(551)</u>	<u>-</u>	<u>-</u>
Net increase (decrease) in cash	423,379	(1,537,840)	1,292,274
Cash - beginning of year	<u>21,193</u>	<u>1,559,033</u>	<u>266,759</u>
Cash - end of year	<u>\$444,572</u>	<u>\$21,193</u>	<u>\$1,559,033</u>

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

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Supplemental disclosures of cash flow information:			
Cash paid for interest	<u>\$8,094</u>	<u>\$17,693</u>	<u>\$21,122</u>
Supplemental schedule of noncash investing and financing activities:			
Equipment purchased with capital lease	<u>\$ -</u>	<u>\$ -</u>	<u>\$207,300</u>
Receivable due from landlord for tenant improvement allowance	<u>\$ -</u>	<u>\$ -</u>	<u>\$191,320</u>
Equipment purchases included in accrued expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$119,949</u>
Assets contributed from related party	<u>\$ -</u>	<u>\$806,774</u>	<u>\$ -</u>

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

- This page intentionally left blank -

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

Note 1 NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

Anytime Fitness, LLC (the Company) was originally formed as a corporation in February 2002. On December 11, 2009 the Company elected to change the legal form of its business to a limited liability company (LLC). The Company is a wholly owned subsidiary of Self Esteem Brands, LLC (SEB). SEB is a wholly owned subsidiary of Anytime Worldwide, LLC.

The Company franchises the right to open, operate, and manage fitness centers in the United States, Canada, Saudi Arabia, Bahrain, United Arab Emirates, Qatar, Chile, Columbia and China. Franchisees pay the Company an initial franchise fee to acquire the franchise. The Company has various initial and ongoing obligations to franchisees, including training. During the term of the franchise, franchisees pay fixed monthly franchise royalties, in amounts that vary depending on when the franchise agreement was signed, and whether the franchise is for an Anytime Fitness club, or an Anytime Fitness Express club. Franchisees also pay monthly advertising fees, which are used for current and future advertising and marketing campaigns.

The Company also has master franchise agreements with entities that allow the master franchisees to operate as an Anytime Fitness franchisor in Australia, New Zealand, Mexico, Belgium, The Netherlands, Luxembourg, Japan, United Kingdom, Ireland, Italy, India, Hong Kong, Singapore, Malaysia, the Philippines, Taiwan, Thailand, Indonesia, Morocco, South Korea, South Africa, Vietnam, and Germany. Anytime Fitness, LLC collects an initial fee and monthly fees from the master franchisors.

The Company operates 24 hour fitness centers of its own. These fitness centers are subject to the same monthly fee structure as other franchisees.

SUBSIDIARY OPERATIONS

Anytime Fitness China Holding (Hong Kong), Ltd. 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., develops Anytime Fitness clubs in China.

BASIS OF PRESENTATION

The consolidated financial statements include the accounts of Anytime Fitness, LLC and 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 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 financial statements and the reported amounts of revenues and expenses during the reporting period. The Company

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

regularly assesses these estimates and, while actual results could differ, management believes that the estimates are reasonable.

CASH

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, 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 deemed uncollectible. The allowance for doubtful accounts was \$148,294, \$10,000, and \$30,654 for the years ended December 31, 2019, 2018 and 2017, respectively.

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 from 5 to 7 years. Depreciation of leasehold improvements is computed using the straight-line method over the shorter of the remaining lease term or the estimated useful lives of the improvements. Assets held under capital leases are recorded at the lower of the net present value of the minimum lease payments or the fair market value of the leased assets at the inception of the lease. Depreciation expense is computed using the straight-line method over the shorter of the estimated useful lives of the assets or the period of the related lease.

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 the 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.

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

The Company incurs costs related to internally developing 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, 2019, 2018 and 2017.

DEFERRED RENT

The Company recognizes rent expense on a straight-line basis. There are 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 are common situations that create deferred rent. The total minimum payments under an operating lease are calculated and then divided equally over the life of the lease to determine a straight-line rent expense. The Company recognizes 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 taxed as a disregarded entity. As such, the Company's income, losses, and credits are included in the income tax returns of Anytime Worldwide, LLC.

The Company has evaluated its tax positions and related income tax under the Financial Accounting Standards Board's (FASB) authoritative guidance *Accounting for Income Taxes*. Management believes that since the Company is taxed as an LLC, there is not a significant impact on the Company as a result of implementing this standard. Therefore, no provision or liability for federal or state income taxes has been included in these financial statements. A provision has been made, however, for state minimum fees and other state taxes which are applicable to all entities. Because the Company is an LLC, liabilities to the members are limited.

The Company is not currently under examination by any taxing jurisdiction. In the event of any future penalties or interest, the Company has elected to record interest and penalties as income tax expense on the Company's statements of income.

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

REVENUE FROM CONTRACTS WITH FRANCHISEES

Revenue Recognition Significant Accounting Policies under ASC 606

The Company's revenues are comprised of monthly franchise royalties, advertising fund contributions, initial franchise fees, area development fees, master franchise fees, transfer and renewal fees, corporate-owned club sales, vendor rebates and other revenues.

Franchise revenue

Franchise revenues consist primarily of monthly franchise royalties, franchise fees, and advertising fund contributions. 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 license is granting certain rights to use the Company's intellectual property over the term of each agreement. Training and construction management services provided under the franchise agreements are distinct within the contract, and, therefore, accounted for under ASC 606 as separate performance obligations. Training and construction management services are satisfied at the time the services are performed. The franchise fees remaining after any performance obligations have been satisfied are recognized on a straight-line basis over the term of the respective agreement.

Monthly franchise royalties and advertising fund contributions are collected as defined in the terms of the franchise agreement. 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.

Corporate-owned club sales

Members are offered multiple membership choices varying in length. Membership dues are earned and recognized over the membership term on a straight-line basis. Personal training revenue is recognized at the time the service is performed. Revenue from prepayments of personal training sessions is deferred until the sessions are used or expire.

Vendor Rebates

The Company recognizes vendor rebate income from franchisees' use of certain preferred vendor arrangements. Vendor rebates are recognized when franchisees purchase services or equipment from preferred vendors and collectability from the vendor is reasonably assured.

Other Revenues

Other revenue consists primarily of optional local advertising, separate from the advertising fund described below. This optional advertising revenue is recognized monthly when the Company bills the franchisee.

Sales tax

All revenue amounts are recorded net of applicable sales tax.

Deferred revenue

Subsequent to the adoption of ASC 606, deferred revenue from initial franchise fees, ADA fees, master franchise fees, and renewal and transfer fees 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

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

deferred revenue are corporate-owned club annual fees, monthly 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 clubs 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 and programs to increase sales and further enhance the public reputation of the Anytime Fitness brand. 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. Beginning in 2019 with the adoption of ASC 606, 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 income. The Company provides administrative services to the advertising fund and charges the advertising fund a fee for providing those services.

Included in the advertising fund are fees collected from franchisees related to continuing engagement credits. These funds are used by the Company at its discretion on behalf of the Anytime Fitness brand and its franchisees. These revenues and expenses are included in other revenues and general and administrative expenses, respectively, on the consolidated statements of income.

FRANCHISE FEES AND REVENUE RECOGNITION SIGNIFICANT ACCOUNTING POLICIES UNDER PREVIOUS STANDARDS, PRIOR TO JANUARY 1, 2019 IF DIFFERENT THAN UNDER ASC 606

Prior to the adoption of ASC 606, the Company's advertising fund contributions were recognized as a liability on the balance sheet and subsequent payments for advertising were offset against the liability as incurred. Initial, ADA, master, and transfer and renewal franchise fees were recognized as revenue when all of the initial services required by the Company under the terms of the franchise agreement had been performed.

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 income.

ADVERTISING COSTS

Advertising costs associated with solicitation of new franchisees are expensed as incurred. Advertising costs totaled \$2,746,581, \$1,483,510, and \$809,346 for the years ended December 31, 2019, 2018 and 2017, 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, 2019, 2018 and 2017.

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 6 for fair value of long-term notes receivable and Note 11 for fair value of long-term debt obligations.

RECENT ACCOUNTING PRONOUNCEMENTS

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2020, including interim periods within those fiscal years. The Company is currently evaluating the impact of this new standard on the financial statements.

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

The Company transitioned to FASB Accounting Standards Codification ("ASC") Topic 606, *Revenue From Contracts with Customers* ("ASC 606"), from ASC Topic 605, *Revenue Recognition* and ASC Subtopic 952-605, *Franchisors – Revenue Recognition* (together, the "Previous Standards") on January 1, 2019 using the modified retrospective transition method. The Company's consolidated financial statements reflect the application of ASC 606 guidance beginning in 2019, while The Company's consolidated financial statements for prior periods were prepared under the guidance of Previous Standards. The \$29,512,772 cumulative effect of the Company's transition to ASC 606 is reflected as an adjustment to January 1, 2019 members' equity.

The Company's transition to ASC 606 represents a change in accounting principle. ASC 606 eliminates industry-specific guidance and provides a single revenue recognition model for recognizing revenue from contracts with customers. The core principle of ASC 606 is that a reporting entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the reporting entity expects to be entitled in exchange for those goods or services.

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

The cumulative effect of this transition for contracts with franchisees that were not completed as of January 1, 2019 was recorded as an adjustment to members' equity as of that date. As a result of applying the modified retrospective method to transition to ASC 606, the following adjustments were made to the consolidated balance sheet as of January 1, 2019:

	As Reported December 31, 2018	Total Adjustments	Adjusted January 1, 2019
Assets			
Current assets:			
Deferred compensation, current portion	\$ -	\$700,749	\$700,749
Other assets:			
Deferred compensation, net of current portion	-	1,800,681	1,800,681
Liabilities and Equity			
Current liabilities:			
Deferred revenue, current portion	677,067	9,218,041	9,895,108
Advertising obligation	1,940,935	(1,940,935)	-
Long-term liabilities:			
Deferred revenue, net of current portion	-	24,737,096	24,737,096
Equity:			
Member's capital	15,661,925	(29,512,772)	(13,850,847)

Franchise Fees

The cumulative adjustment for initial franchise fees, ADA fees, master franchise fees, and renewals and transfers of which the remainder will all be recognized over the franchise contract term after any performance obligations have been satisfied, consists of the following:

- An increase in deferred revenue, net of \$33,955,137 for the cumulative reversal and deferral of previously recognized fees related to franchise agreements in effect at January 1, 2019, with a corresponding decrease to members' equity.

Advertising Fund

The cumulative adjustment for advertising fund recognition under ASC 606 is as follows:

- A decrease to the advertising obligation of \$1,940,935 for the cumulative reversal of previously deferred funds collected in excess of expenses incurred at January 1, 2019, with a corresponding increase to members' equity.

Deferred compensation

The cumulative adjustment for deferred compensation recognized under ASC 606 is as follows:

- An increase to deferred compensation of \$2,501,430 for the cumulative reversal of previously recognized expenses related to commission payments in effect at January 1, 2019, with a corresponding increase to members' equity.

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

The following tables reflect the impact of adoption of ASC 606 on the consolidated statements of income for the year ended December 31, 2019 and the Company's consolidated balance sheet as of December 31, 2019 and the amounts as if the Previous Standards were in effect ("Amounts Under Previous Standards"):

Summarized Consolidated Statement of Income (Operations):

	As reported for the year ended December 31, 2019	Total adjustments	Amounts under Previous Standards
Revenues:			
Monthly franchise royalties	\$23,236,350	\$ -	\$23,236,350
Franchise fees	10,098,278	2,336,756	12,435,034
Sales	8,080,220		8,080,220
Advertising fund revenue	15,222,202	(15,222,202)	-
Vendor rebates	41,529,570	-	41,529,570
Other revenues	3,369,303	(577,200)	2,792,103
Total revenues	<u>101,535,923</u>	<u>(13,462,646)</u>	<u>88,073,277</u>
Cost of goods sold	<u>2,023,387</u>	<u>-</u>	<u>2,023,387</u>
Gross profit	99,512,536	(13,462,646)	86,049,890
General and administrative expenses	41,692,842	(485,450)	41,207,392
Advertising fund expense	<u>14,578,305</u>	<u>(14,578,305)</u>	<u>-</u>
Income from operations	<u>\$43,241,389</u>	<u>\$1,601,109</u>	<u>44,842,498</u>

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

Summarized Consolidated Balance Sheet:

	As reported for the year ended December 31, 2019	Total Adjustments	Amounts under Previous Standards
Assets			
Current assets:			
Deferred compensation, current portion	\$627,737	(\$627,737)	\$ -
Other assets:			
Deferred compensation, net of current portion	1,513,623	(1,513,623)	-
Liabilities and Equity			
Current liabilities:			
Deferred revenue, current portion	8,731,085	(8,279,814)	451,271
Advertising obligation	-	3,036,652	3,036,652
Long-term liabilities:			
Deferred revenue, net of current portion	28,012,079	(28,012,079)	-
Equity:			
Member's capital	16,482,159	31,113,881	47,596,040

SUBSEQUENT EVENTS

Management has evaluated the business conditions related to COVID-19 and determined that it is not possible to reasonably estimate the financial impact of COVID-19 on the Company's consolidated financial statements at December 31, 2019.

Management has evaluated subsequent events for recognition or disclosure through March 19, 2020, which is the financial statement issuance date.

RECLASSIFICATIONS

Certain amounts in the December 31, 2018 and 2017 consolidated financial statements have been reclassified to conform to the current year presentation. These reclassifications had no effect on previously reported consolidated net income.

Note 2 FRANCHISE INFORMATION

As of December 31, 2019, the Company had sold 6,117 territories, of which 595 were sold in 2019. Of the territories sold, 4,719 total fitness centers were open with 551 opened in 2019.

As of December 31, 2018, the Company had sold 5,622 territories, of which 621 were sold in 2018. Of the territories sold, 4,284 total fitness centers were open with 485 opened in 2018.

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

As of December 31, 2017, the Company had sold 5,060 territories, of which 623 were sold in 2017. Of the territories sold, 3,884 total fitness centers were open with 466 opened in 2017.

Note 3 CORPORATE OWNED FITNESS CENTERS

As of December 31, 2019, the Company was the owner/operator of 14 fitness centers. Revenue and expenses for the corporate owned fitness clubs were \$8,012,965 and \$7,282,254, respectively. The Company sold 14 clubs for a gain of \$1,396,838 in 2019.

As of December 31, 2018, the Company was the owner/operator of 28 fitness centers. Revenue and expenses for the corporate owned fitness clubs were \$13,275,530 and \$13,608,665, respectively. The Company sold four clubs for a gain of \$123,096 and closed one club in 2018.

As of December 31, 2017, the Company was the owner/operator of 33 fitness centers. Revenue and expenses for the corporate owned fitness clubs were \$14,417,714 and \$14,372,277, respectively. The Company opened one new club in 2017 resulting in a net loss as it ramped up membership. During 2017, the Company sold 1 corporate owned fitness club for a loss of \$129,468, which is included in the above expenses.

Note 4 RELATED PARTY TRANSACTIONS

DUE FROM RELATED PARTIES

At December 31, 2019, 2018 and 2017, the Company has receivables from entities related by common ownership in the amount of \$15,638,402, \$5,165,257, and \$774,486, respectively. The receivables are due on demand.

DUE TO RELATED PARTIES

At December 31, 2019, 2018 and 2017, the Company has payables to entities related by common ownership in the amount of \$401,321, \$142,421, and \$121,157, respectively. The payables are due on demand.

NOTE RECEIVABLE RELATED PARTY

During 2019, the Company entered into a lending agreement with a related party, in which the Company advanced \$21,000,000 to Self Esteem Brands, LLC. The note requires interest at 2.00% and is unsecured. The note is due on demand; however, the Company has classified the note as long-term due to the expected repayment to be more than one year from issuance.

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

Note 5 GUARANTEES

The Company is a guarantor on a note payable for Self Esteem Brands, LLC. The Company is contingently liable for up to \$5,000,000. The note is also guaranteed by other direct and indirect subsidiaries of Anytime Worldwide, LLC. The note is secured by certain other assets.

The Company has provided recourse for certain franchisee's purchases of equipment and is also a guarantor on certain franchisee leases and reinvention loans. Should the franchisee be delinquent on its equipment or lease payments, the Company will be obligated to perform under the guarantee by making the required payments of rent and other amounts payable. The maximum potential amount of future payments that the Company is required to make under the guarantees is \$246,016 at December 31, 2019. The Company records a liability if the event of default becomes probable. As of December 31, 2019, no liability is recorded.

Note 6 NOTES RECEIVABLE

Notes receivable at December 31 consist of the following:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Notes receivable from franchisees, generally due 90 days after note is signed. Upon a default event, as defined, interest may accrue on the notes at a rate of up to 12%. The notes are secured by inventory, equipment accounts receivable and intangibles of the franchisee.	\$ -	\$ -	\$117,722
Notes receivable from franchisees, interest rate at 1% due in monthly installments of \$4,396 with final payment due from franchisee December 2023. The notes are secured by inventory, equipment, accounts receivable, and intangibles of the franchisee.	<u>214,266</u>	<u>322,868</u>	<u>472,988</u>
Notes receivable	214,266	322,868	590,710
Less: Current portion	<u>(58,437)</u>	<u>(116,042)</u>	<u>(265,815)</u>
Notes receivable, net of current portion	<u>\$155,829</u>	<u>\$206,826</u>	<u>\$324,895</u>

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

Note 7 ACCOUNTS RECEIVABLE

Accounts receivable are composed of the following types of receivables at December 31:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Franchise fees	\$17,000	\$ -	\$287,203
Monthly member fees	133,754	270,589	325,098
International franchise fees	2,442,783	2,029,568	1,387,091
Tenant improvement reimbursements	-	-	191,320
Other	34,155	189,667	100,604
Allowance for doubtful accounts	<u>(148,294)</u>	<u>(10,000)</u>	<u>(30,654)</u>
Total accounts receivable	<u>\$2,479,398</u>	<u>\$2,479,824</u>	<u>\$2,260,662</u>

Note 8 FIXED ASSETS

Fixed assets are composed of the following at December 31:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Depreciable assets:			
Leasehold improvements	\$3,514,023	\$6,766,370	\$7,286,438
Equipment	2,778,346	2,821,372	2,502,523
Fitness equipment	2,463,083	4,662,008	5,411,093
Autos and trucks	308,643	308,643	308,643
Furniture and equipment	<u>302,588</u>	<u>410,128</u>	<u>470,627</u>
Total assets	9,366,683	14,968,521	15,979,324
Less: Accumulated depreciation	<u>(7,125,071)</u>	<u>(10,139,361)</u>	<u>(9,752,957)</u>
Property and equipment, net	<u>\$2,241,612</u>	<u>\$4,829,160</u>	<u>\$6,226,367</u>

Depreciation expense for the years ended December 31, 2019, 2018 and 2017 amounted to \$1,127,288, \$1,694,025, and \$1,877,865, respectively.

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

Note 9 TRADEMARKS, SOFTWARE DEVELOPMENT AND LICENSES

Trademarks, software development and licenses consist of the following at December 31:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Amortizable trademarks	\$465,949	\$447,384	\$441,830
Less: Accumulated amortization	(115,473)	(84,715)	(54,915)
Amortizable trademarks, net	<u>350,476</u>	<u>362,669</u>	<u>386,915</u>
Trademarks in progress	<u>1,511</u>	<u>20,608</u>	<u>17,826</u>
Trademarks, net	<u>\$351,987</u>	<u>\$383,277</u>	<u>\$404,741</u>
Amortizable software development and licenses	\$7,056,379	\$6,668,106	\$4,936,431
Less: Accumulated amortization	(5,503,420)	(4,350,377)	(3,560,484)
Amortizable software development and licenses, net	<u>1,552,959</u>	<u>2,317,729</u>	<u>1,375,947</u>
Software development in progress	<u>1,762,645</u>	<u>305,995</u>	<u>300,458</u>
Software development and license costs, net	<u>\$3,315,604</u>	<u>\$2,623,724</u>	<u>\$1,676,405</u>

Amortization expense for the years ended December 31, 2019, 2018 and 2017 amounted to \$1,184,333, \$819,693, and \$846,470, respectively.

Future amortization of in-service trademarks, software development and licenses is as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2020	\$869,669
2021	691,835
2022	84,644
2023	31,063
2024	31,063
Thereafter	<u>195,161</u>
Total	<u>\$1,903,435</u>

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

Note 10 DEFERRED REVENUE

The following table reflects the change in deferred revenue between the date of adoption of ASC 606 (January 1, 2019) and December 31, 2019.

	<u>Deferred Revenue</u>
Balance at January 1, 2019	\$34,632,204
Revenue recognized that was included in the contract liability at the beginning of the year	(9,895,108)
Increase, excluding amounts recognized as revenue during the period	<u>12,006,068</u>
Balance at December 31, 2019	<u>\$36,743,164</u>

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, 2019. 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:	<u>Amount</u>
2020	\$8,731,085
2021	6,964,000
2022	5,864,371
2023	4,736,141
2024	3,484,866
Thereafter	<u>6,962,701</u>
Total	<u>\$36,743,164</u>

The summary set forth below represents the balances in deferred revenue as of December 31:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Franchise fees	\$36,291,893	\$ -	
Prepaid personal training	422,293	544,229	529,047
Prepaid membership fees	28,978	132,838	-
Total deferred revenue	<u>36,743,164</u>	<u>677,067</u>	<u>529,047</u>
Long-term portion of deferred revenue	<u>28,012,079</u>	-	
Current portion of deferred revenue	<u>\$8,731,085</u>	<u>\$677,067</u>	<u>\$529,047</u>

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2019, 2018, and 2017

Note 11 CAPITALIZED LEASE OBLIGATIONS

The Company leased certain fitness equipment under capital leases. The agreements required monthly payments totaling \$15,441, including interest at 5.12% to 5.67%.

The following equipment is held under capital leases at December 31:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Fitness equipment	\$ -	\$512,927	\$912,952
Less: Accumulated depreciation	-	(228,445)	(305,163)
Net fitness equipment	<u>\$0</u>	<u>\$284,482</u>	<u>\$607,789</u>

Depreciation of equipment held under capital leases was \$58,971, \$101,346, and \$181,036 for the years ended December 31, 2019, 2018 and 2017, respectively.

Note 12 BUILDING AND EQUIPMENT OPERATING LEASES

The Company leases various facilities under operating leases with terms that expire at various dates through October 2025. Under certain facility leases, the Company is obligated to pay all repair and maintenance costs. Total rent expense was \$2,744,950, \$3,950,855, and \$4,058,903 for the years ended December 31, 2019, 2018 and 2017, respectively.

The future minimum rental payments due under non-cancelable operating leases at December 31, 2019 are as follows:

2020	\$927,711
2021	755,447
2022	637,556
2023	329,104
2024	162,803
Thereafter	<u>135,669</u>
Total lease commitments	<u>\$2,948,290</u>

Note 13 CONTINGENCIES

The Company is subject to various claims, legal proceedings and investigations covering a wide range of matters that may arise in the ordinary course of business. Management believes the resolutions of claims and pending litigation will not have a material effect, individually or in the aggregate, on the financial statements of the Company.

Note 14 DEFERRED COMPENSATION PLANS

LONG-TERM EMPLOYEE INCENTIVE PROGRAM

The Company adopted a long-term incentive plan for key employees during 2012 as amended from time to time. The Company, in its sole discretion, shall determine those key employees who are eligible to participate in the program and the number of participant units to be awarded to each such employee. Generally, units awarded to a participant shall vest in five equal installments of twenty percent per year. In the event of a change of control triggered by a change in ownership, those participant units may be liquidated at an estimated value per unit. As of December 31, 2019, it is not likely there will be a change of control, therefore, no liability is recorded.

EXHIBIT E

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



FRANCHISE AGREEMENT

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

ANYTIME FITNESS FRANCHISE AGREEMENT

INDEX

SECTION	DESCRIPTION	PAGE
1.	GRANT OF FRANCHISE; FRANCHISED LOCATION.....	1
2.	TERM; RENEWAL RIGHTS	2
3.	MARKS AND COPYRIGHTS.....	4
4.	INITIAL FRANCHISE FEE.....	5
5.	MONTHLY FEE	5
6.	ADVERTISING AND PROMOTION	7
7.	ANYTIME FITNESS CENTER PREMISES.....	9
8.	COMPANY OBLIGATIONS/TRAINING	10
9.	APPEARANCE AND OPERATION OF YOUR ANYTIME FITNESS CENTER.....	12
10.	CONFIDENTIAL INFORMATION/IMPROVEMENTS.....	22
11.	INSURANCE: INDEMNIFICATION.....	22
12.	FINANCIAL STATEMENTS AND AUDIT RIGHTS.....	24
13.	ASSIGNMENT OF FRANCHISE AGREEMENT	24
14.	OUR TERMINATION RIGHTS	26
15.	YOUR TERMINATION RIGHTS: NOTICE REQUIRED	28
16.	YOUR OBLIGATIONS UPON TERMINATION OR EXPIRATION	28
17.	YOUR COVENANTS NOT TO COMPETE.....	31
18.	ENFORCEMENT	32
19.	RIGHT OF FIRST REFUSAL.....	35
20.	MISCELLANEOUS	36
21.	NOTICES.....	38
22.	AMENDMENT OF OTHER AGREEMENTS	38
23.	ACKNOWLEDGEMENTS.....	39

RIDER

PERSONAL GUARANTY

STATE-SPECIFIC ADDENDA

ANYTIME FITNESS
FRANCHISE AGREEMENT

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

RECITALS:

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

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

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

AGREEMENTS:

1. GRANT OF FRANCHISE; FRANCHISED LOCATION

A. Grant of Franchise. Subject to the provisions stated below, we license to you a personal franchise to operate an Anytime Fitness center (your “Anytime Fitness Center”) in conformity with our System at the location described on the Rider (the “Franchised Location”). You accept the license and undertake the obligation to operate your Anytime Fitness Center using the System and in compliance with our standards. Unless otherwise agreed in writing by us, you must open your Anytime Fitness Center within twelve (12) months from the Effective Date; provided, however, we will give you a one-time opportunity to extend this date by three (3) months subject to you paying us an extension fee of Five Hundred Dollars (\$500), and signing an extension agreement in the form we provide. If you have engaged one of our affiliates to provide you with site selection services and you are actively working with such affiliate to obtain a site, we will waive the extension fee. You must thereafter diligently operate your Anytime Fitness Center in accordance with this Agreement for the entire remaining term of this Agreement. Notwithstanding the foregoing, if you are entering into this Agreement pursuant to the terms of an Area Development Agreement executed between you and us, you will open your Anytime Fitness Center on or before the date set forth in the “Development Schedule” (as defined in the Area Development Agreement). Your Anytime Fitness Center may only be operated at the Franchised Location. If you would like to open a second or subsequent location, you must sign a new franchise agreement on our then-current form for each location, and pay the applicable franchise fees for each location.

B. Limitations. The rights and privileges granted to you under this Agreement are personal in nature and may not be used at any location other than the Franchised Location. You do not have the

right to delegate, subfranchise, or sublicense any of your rights under this Agreement. Without our written consent, you may not use the Franchised Location for any purpose other than the operation of an Anytime Fitness center.

C. Protected Territory. Included in the Rider is a map or description of an area surrounding the Franchised Location (the “Protected Territory”). Except as specified in this Section or in Section 2.B, during the term of this Agreement, we will not operate or license to anyone else the right to operate an Anytime Fitness center from any other location in the Protected Territory. You acknowledge and agree that (i) we and our affiliates have the right to grant other franchises or licenses and to operate company or affiliate owned Anytime Fitness centers at locations outside the Protected Territory even if they compete with your Anytime Fitness Center for members who may live and/or work in or near the Protected Territory, (ii) we and our affiliates have the right to grant other franchises or licenses and to operate company or affiliate-owned fitness centers within private establishments located within the Protected Territory, provided that access to those centers is limited to employees of the business, or transient guests of the business who, in either case, would not have any reciprocity with any other Anytime Fitness center as a result of their use or membership in this private center, (iii) we and our affiliates have the right to operate, and to grant franchises or licenses to others to operate, fitness centers and any other business from locations within and outside the Protected Territory under trademarks other than the Marks, including, without limitation, health club membership promotion services, or health club billing services, without compensation to you, provided; however, that with respect to this clause (iii), we and our affiliates will not operate fitness centers within the Protected Territory, or grant franchises or licenses to others to operate fitness centers within the Protected Territory, unless we do so after we or our affiliates acquire, or merge with, another business that operates or grants franchises to operate fitness centers, or after we are acquired by such a business, in which case we may do so, provided we do not operate those fitness centers in the Protected Territory using the Marks, or license anyone to use the Marks to operate such fitness centers in the Protected Territory. In addition, the boundaries of your Protected Territory may overlap with a territory we grant to another franchisee or to an Anytime Fitness center we or our affiliates operate, so long as no other Anytime Fitness center is located within your Protected Territory.

D. Additional Reservation of Rights. We and our affiliates reserve any and all rights not expressly granted to you under this Agreement, including, without limitation, the right to sell anywhere (including within the Protected Territory) products and services (including to your members) under the “Anytime Fitness” name, or under any other name, through any channel of distribution.

2. TERM; RENEWAL RIGHTS

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

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

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

2. you and all entities you are a member, partner or shareholder of, are in compliance with all agreements between you and us and between you and our affiliates, and there has been no series of

defaults by you thereunder (i.e., an abnormal frequency of defaults or a default that has occurred repeatedly, or a combination thereof), whether or not such defaults were cured;

3. you make, or provide for in a manner satisfactory to us, such renovation and re-equipping of your Anytime Fitness Center as we deem appropriate to reflect the then-current standards and image of the System, including, without limitation, renovation or replacement of signs, equipment, furnishings, fixtures and decor;

4. you pay us a renewal fee at least fifteen (15) days prior to the expiration of the initial term of this Agreement in an amount equal to Four Thousand Five Hundred Dollars (\$4,500) (which we will reduce to Four Thousand Dollars (\$4,000) if we receive all your signed renewal documents, and this fee, at least thirty (30) days before your franchise expires) (the "Renewal Fee");

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

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

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

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

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

To make it easier for you to renovate and re-equip your Anytime Fitness Center when you want to renew the Franchise, we recommend that you set aside Five Hundred Dollars (\$500) per month of your Anytime Fitness Center in an account to be used as seed money to bring your Anytime Fitness Center up to current standards upon expiration of this Agreement. We reserve the right to require you to pay these amounts to us to hold for you, but if we impose this obligation, we will release the funds to you as needed for you to complete your obligation to renovate and re-equip your Anytime Fitness Center. While we do not expect these funds will cover the entire cost of both the remodeling and new equipment you will need, if we do collect these amounts and they exceed the amount you need, we will refund the excess amounts to you upon completion of the renovation and re-equipping and renewal of the Franchise.

3. MARKS AND COPYRIGHTS

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

B. Ownership of Mark. You agree that we own the Marks and the System. You also agree that any and all improvements and derivations by you relating to the Marks and System are our sole property and you hereby assign to us the same, together with the goodwill associated with the same. We will have the exclusive right to register and protect all such improvements and derivations of the Marks and the System.

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

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

E. Substitutions of, or Adverse Claims to, Marks. We have the right to protect and maintain all rights to the Marks against encroachment, misuse or unauthorized use and against all challenges to any rights of its use, as we deem appropriate. If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any Mark, or to discontinue using any Mark, or if there is an adjudication by a court of competent jurisdiction that any party’s rights to any of the Marks are superior to ours, then upon written notice from us, you will, at your sole expense, immediately adopt and use the changes and amendments to the Marks that are specified by us in writing, and if the Mark that is changed is the name “Anytime Fitness,” then all references in this Agreement to the name “Anytime Fitness” will be deemed references to such substitute Mark. If we modify or discontinue use of any Mark, you will immediately cease using the Marks specified by us, and will, as soon as reasonably possible, commence using the new trademarks, trade names, service marks, logos, designs and commercial symbols designated by us in connection with all advertising, marketing and promotion of your Anytime Fitness Center. We will have no liability or obligation whatsoever with respect to your modification or discontinuance of any Mark. You

will not make any changes or amendments in or to the use of the Marks or System unless directed by us in writing.

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

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

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

4. INITIAL FRANCHISE FEE

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

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

5. MONTHLY FEE

A. Monthly Fee. You will pay to us a non-refundable monthly royalty payment (the "Monthly Fee"). The Monthly Fee for your center under this Franchise Agreement will initially be equal to: (i) Six Hundred Ninety-nine Dollars (\$699) per month if you, directly or through your affiliates, own and operate one (1) to three (3) Anytime Fitness Centers, not including any Anytime Fitness Centers operated as an Anytime Fitness Express center; (ii) Six Hundred Ninety-nine Dollars (\$699) per month if you, directly or through your affiliates, own and operate four (4) to nine (9) Anytime Fitness Centers, not including any Anytime Fitness Centers operated as an Anytime Fitness Express center; (iii) Six Hundred Forty-nine Dollars (\$649) if you, directly or through your affiliates, own and operate ten (10) or more Anytime Fitness Centers, not including any Anytime Fitness Centers operated as an Anytime Fitness Express center; or (iv) if we specifically agree that your center will be operated under the name Anytime Fitness Express, then the Monthly Fee will initially be Four Hundred Forty-nine Dollars (\$449) per month. On January 1 of each year, we may increase the Monthly Fee to reflect inflation according to the changes in the Consumer Price

Index -- All Items 1982-84 =100 (the "Index") published by the Bureau of Labor Statistics, U.S. Department of Labor, or its successors, or, in the event the Index is no longer published, by any other comparable instrumentality we select tracking inflation in the United States. The increase will be based on the increase in the Index for the most recent twelve (12) months ended November 30 of each year, and such increase will take effect on January 1.

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

2. Your obligation to begin paying the Monthly Fee will begin on the date you open your Anytime Fitness Center, unless you have not done so within fifteen (15) months from the Effective Date, in which case, your obligation to begin paying the Monthly Fee will begin fifteen (15) months from the Effective Date, provided, however, that if you have not yet been given a Protected Territory, or you voluntarily relinquish your Protected Territory, then for a fee of Five Hundred Dollars (\$500), we will grant you one three (3) month extension to open your Anytime Fitness Center, and we will waive the Monthly Fee until you begin operating your Anytime Fitness Center. If you have engaged one of our affiliates to provide you with site selection services and you are actively working with such affiliate to obtain a site, we will waive the Monthly Royalty Fee until you begin operating your Anytime Fitness Center. If your obligation to begin paying the Monthly Fee commences after the first day of the month, the Monthly Fee will not be due until the month that begins immediately after the month that your obligation to pay the Monthly Fee begins. For example, if you sign this Agreement April 15, and your Anytime Fitness Center opens June 15, the first time that you must pay the Monthly Fee is July 1. Your obligation to pay the Monthly Fee continues through the term of this Agreement. You will also pay the full amount of the Monthly Fee for the last month of the term of this Agreement, regardless the actual date of expiration or termination date of this Agreement.

B. Method of Payment.

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

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

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

6. ADVERTISING AND PROMOTION

A. Grand Opening Program. You agree to conduct a grand opening advertising and promotional program (“Grand Opening Program”) for your Anytime Fitness Center beginning sixty (60) days prior to your scheduled opening and ending sixty (60) days following the opening of your Anytime Fitness Center. The Grand Opening Program must target prospective members throughout the Protected Territory and meet the standards we establish from time to time.

If you are a franchisee who is new to the Anytime Fitness system and are opening a new Anytime Fitness Center, you must spend a minimum amount on the Grand Opening Program as set forth on the Rider. However, if your Anytime Fitness Center is designated to be operated as an Anytime Fitness Express center, then you are not required to spend any minimum amount on your Grand Opening Program. The amounts you spend on the Grand Opening Program are in addition to the General Advertising and Marketing Fees (defined below) that you must pay to us. Upon request by us, you must provide us with a report itemizing the amounts you spent on the Grand Opening Program. If you fail to spend the minimum required amount on the Grand Opening Program, we may require you to participate in our Always On Marketing Program (“Always On Marketing Program”) and spend the difference between what you should have spent for the Grand Opening and Ramp Up Plan and what you actually spent. In such event, you will be required to pay the Always On Marketing Program initial set up fee if you had not already done so, and aside from paying the difference of what you should have spent on the Grand Opening and Ramp Up Plan, you will not be required to pay the Always On Marketing Program’s then-current minimum monthly spend or participate in the Always On Marketing Program for the minimum three-month commitment (unless you have otherwise elected to participate in the Always On Marketing Program).

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

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

2. The General Advertising and Marketing Fees may be based on a flat fee, or the number of members of your Anytime Fitness Center, or the square feet of your Anytime Fitness Center, or any other formula we deem appropriate. The General Advertising and Marketing Fee for your Anytime Fitness Center will be equal to Six Hundred Dollars (\$600) per month, or Three Hundred Dollars (\$300) per month if your Anytime Fitness Center is designated as an Anytime Fitness Express center. We reserve the right to increase the General Advertising and Marketing Fees upon sixty (60) days’ written notice, provided, however, that the General Advertising and Marketing Fee will not exceed the greater of Six Hundred Dollars (\$600) per month (or Three Hundred Dollars (\$300) per month for Anytime Fitness Express Centers) or 2% of Gross Revenue (which may be calculated on a weekly basis).

3. We may use General Advertising and Marketing Fund Fees for any purpose that promotes the system, the Marks or the Anytime Fitness name as we deem appropriate in our sole discretion, which may include the creation, production and placement of consumer advertising; agency costs and commissions; costs of preparing, producing and conducting local, regional or national media of our choice, including: television, radio, internet, magazine, direct mail and newspaper, billboard, social media and digital advertising, and direct mail campaigns, and other public relations activities; developing and/or hosting, maintaining and optimizing our website, other websites, and other applications or similar activities; implementing keyword or adword purchasing programs; administering regional or multi-regional advertising programs and other media advertising; in-house staff assistance and related administrative costs; local and regional promotions; public relations campaigns including the cost of retaining public relations firms and other advertising, promotion or marketing agencies; developing marketing and advertising training programs and conducting market research (including sampling) and secret shopper programs; and other advertising, promotion and marketing activities, including participating at trade shows. For the avoidance of any doubt, we may also reimburse ourselves, our authorized representatives or our affiliates from the General Advertising and Marketing Fund for any expenses incurred by us or any of them related to the promotion of the Anytime Fitness brand, the Marks or the system, including administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other reasonable direct or indirect expenses that may be incurred by us, them or our authorized representatives and associated with the programs funded by the General Advertising and Marketing Fund. Advertising may be placed in local, regional or national media of our choice. We do not guarantee that advertising expenditures from the General Advertising and Marketing Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. Methods, media employed, the contents of advertising and marketing, and terms and conditions of advertising, marketing and promotional programs, will be in our sole discretion. All interest, if any, earned by the General Advertising and Market Fund will be used for the payment of the foregoing expenses before application of any principal.

C. Local Advertising & Minimum Spend Requirement.

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

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

There is no minimum local advertising spend requirement if your Anytime Fitness Center operates as an Anytime Fitness Express center, however, you must still comply with and will be subject to our other then-current advertising standards and specifications as described in this Agreement.

2. You are not required to work with our preferred vendors, however, if you hire different vendors you must provide us with proof of payment to such vendors and proof of performance, as described in the Manual. If you fail to spend the minimum required amount on local advertising in any

calendar year, we may require you to participate in our Always On Marketing Program and spend the difference between what you should have spent on local advertising and what you actually spent. In such event, you will be required to pay the Always On Marketing Program initial set up fee if you had not already done so, and aside from paying the difference of what you should have spent on local advertising, you will not be required to pay the Always On Marketing Program's then-current minimum monthly spend or participate in the Always On Marketing Program for the minimum three-month commitment (unless you have otherwise elected to participate in the Always On Marketing Program). We reserve the right to audit your records upon request to determine compliance with this requirement. You acknowledge that it is your responsibility to market your Anytime Fitness Center. You must comply with our then-current advertising standards and specifications, as set forth in the Manual or otherwise in writing. You must submit to us for our prior approval any advertising you propose to use for the promotion of your Anytime Fitness Center. We may revoke your right to use any previously approved advertising materials at any time upon notice to you, and you must immediately cease using such advertising materials. You also must purchase a representative sample of all marketing materials we prepare for brand level promotions. We may prescribe minimum amounts of these materials that you must purchase.

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

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

7. ANYTIME FITNESS CENTER PREMISES

A. Site Acquisition. Prior to the acquisition by lease or purchase of the site for your Anytime Fitness Center, you will submit to us such information and materials as we may require, which may include, but not be limited to, your proposed lease.

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

B. Opening. You may not initially open your Anytime Fitness Center for business until you have completed all of your pre-opening obligations, and obtain our consent to you opening the business, including your opening date.

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

1. The request for relocation must be made in writing, stating the new location, received by us at least sixty (60) days prior to the date of intended relocation, and be accompanied by a relocation fee of One Thousand Five Hundred Dollars (\$1,500). The new location must be within the Protected Territory (as defined below), and it may not be located within any territory we grant to any other franchisee. We will refund the relocation fee to you if we do not approve your new location.

2. Upon receipt of our approval, you must upgrade the new space to comply with all of our current specifications, and construct the new premises in the manner required under Section 9.A.

8. COMPANY OBLIGATIONS/TRAINING

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

B. Initial Training. We will, at our expense, provide an initial training program to educate and acquaint your management team with the business of operating an Anytime Fitness center. The training program will include instruction on basic operating skills and other topics we select. If you have more than one Franchise Agreement with us, we may, at our option, provide this training program one (1) time for multiple agreements. The person you designate as your principal operator (whether you, if you are an individual, or one of your owners if you are an entity) (the “Principal Operator”) must attend one of the next two (2) initial training programs we offer following our acceptance of this Agreement, and before you open your Anytime Fitness center, and successfully complete the training program. In addition, someone owning more than a ten percent (10%) interest in your Anytime Fitness Center and signing or guaranteeing this Agreement, if other than the Principal Operator (a “Principal Owner”) must also attend one of these next two (2) initial training programs, and successfully complete the training program. If anyone other than a Principal Owner attends the training program, we will require they sign a confidentiality agreement that meets our requirement before they may attend and you must provide us a copy of that agreement. The duration of the training program will be at our discretion, but generally will be between five (5) days and ten (10) days and will be scheduled by us in our discretion. You will be responsible for travel costs, room and board, salaries, fringe benefits, and other expenses incurred by you and your employees in attending the training program. We may conduct some or all of this training online, by webinar or in another virtual format. . We also offer, but do not currently require, an additional two (2) hours of online pre-work for sales training.

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

D. Conference. A Principal Owner is required to register for, and attend our conference if and when we hold it. If a Principal Owner cannot attend the conference, we will consider allowing you to transfer the registration to your Principal Operator, but to no other person. Additional representatives of yours may also attend the conference, as long as you register them and pay the registration fee for their attendance. You must also pay for all travel and living expenses incurred by you and your representatives in attending the conference. If you fail to register for our conference, we will bill you for the “early bird” (or similar) conference fee after the conference.

E. Additional Training. We will make available additional training which we deem advisable to familiarize you and your management team on changes and updates in the System.

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

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

H. Ongoing Assistance. During the operation of your Anytime Fitness Center, we will make available to you from time to time all changes, improvements and additions to the System and all supplements and modifications to the Manual.

I. On-Site Relaunch Training. If you are a new franchisee of the Anytime Fitness system and you purchase an existing Anytime Fitness Center, we will send a representative to your newly purchased Anytime Fitness Center for up to three (3) days of required, on-site training for you and your staff (the "On-Site Relaunch Training"). You must pay our then-current fee for this On-Site Relaunch Training, which includes the cost of travel, lodging and meals, and we will adjust this fee periodically, as described in the Manual. You must provide certain documents related to the existing Anytime Fitness Center's performance at least fourteen (14) days in advance of the On-Site Relaunch Training visit. If you fail to timely provide the requested documents, you must re-book the On-Site Relaunch Training and pay a One Thousand Five Hundred Dollar (\$1,500) re-booking fee in addition to the fee you paid for the On-Site Relaunch Training.

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

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

you must pay us the greater of our then-current no show fee or the actual costs and expenses of rescheduling our travel arrangements.

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

9. APPEARANCE AND OPERATION OF YOUR ANYTIME FITNESS CENTER

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

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

1. Promptly after you have obtained possession of the site for your Anytime Fitness Center, you will: (i) retain the services of a licensed and qualified architect and/or design professional(s) to create a complete set of detailed construction documents in strict accordance with the Compliance Drawing and our Mandatory Specifications ("Construction Documents"), and to complete construction of your Anytime Fitness Center in accordance with such Construction Documents; (ii) retain the services of a general contractor; (iii) have prepared and submitted for our approval a site survey and basic architectural plans and specifications consistent with our Mandatory Specifications; (iv) purchase or lease, and then, in the construction of your Anytime Fitness Center, use only the building materials, equipment, fixtures, furniture and signs we have approved; (v) complete the construction and/or remodeling, equipment, fixtures, furniture and signage lease in decorating your Anytime Fitness Center in full and strict compliance with the plans and specifications we approve, and with all applicable ordinances, building codes and permit requirements without any alterations; (vi) obtain all customary contractors' sworn statements and partial and final waivers; and (vii) obtain all necessary permits, licenses and architectural seals and comply with

applicable legal requirements relating to the building, signs, equipment and premises, including, but not limited to, the Americans With Disabilities Act.

2. If you do not use our designated architectural vendor to create your Construction Documents and this is your first Anytime Fitness center, you must pay our then-current fee to review and approve your Construction Documents. Notwithstanding the foregoing, if this is your first Anytime Fitness Center, we may require you to obtain your Construction Documents from our designated architectural vendor.

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

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

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

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

B. Signs. You will prominently display, at your expense, both on the interior and exterior of your Anytime Fitness Center premises, signs in such form, color, number, location and size, and containing such Marks as we designate. We also may require you to use illuminated signs. You will obtain all permits and licenses required for such signs and will also be responsible for ensuring that all signs comply with all laws and ordinances. You will not display in or upon your Anytime Fitness Center premises any sign or advertising of any kind to which we object. We reserve the right to require you to update your signage at any time at your expense.

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

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

E. Approved Information System. We may designate the information system used in your Anytime Fitness Center, including the computer hardware, software, other equipment and enhancements

(the “Information System”). In such event, in connection with the approved Information System, you agree to the provisions set forth below. If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Anytime Fitness Center, unless otherwise directed by us.

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

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

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

4. You must use our designated member management and personal training software (“Club Management Software”), and you may be required to sign a license agreement in connection with the same.

5. You must pay us, our affiliate or other mandatory supplier or vendor the then-current base technology fee (“Base Technology Fee”), which currently includes the support fee for access to the Information System, use of the Club Management Software, certain security system services, fees in connection with using and offering body composition scanner, fees for using our designated music vendor, and Anytime Health (described in Section 9(R) below). You must pay the then-current Base Technology Fee, which will be based upon the number of Anytime Fitness Centers you own and operate, not including any Anytime Fitness Express centers, currently as follows:

Number of Anytime Fitness Centers You (Directly or Through Your Affiliates) Own and Operate	Base Technology Fee (per Anytime Fitness Center)
1 to 3 Anytime Fitness Centers	\$799 per month
4 to 9 Anytime Fitness Centers	\$649 per month
10 to 24 Anytime Fitness Centers	\$599 per month
25 or more Anytime Fitness Centers	\$549 per month

6. If you operate an Anytime Fitness Express center, then you must pay a Base Technology Fee equal to \$720 per month per Anytime Fitness Express center that you operate.

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

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

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

10. You are solely responsible for protecting yourself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and you waive any and all claims you may have against us or our affiliates as the direct or indirect result of such disruptions, failures or attacks.

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

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

H. Technology Platforms. Except as described in the Manual or otherwise in writing, we reserve the sole right to advertise the System on the Internet or sell any products or services on the Internet or any mobile or electronic application (or any current or future form of electronic platform or communication). You may not and you have no right to create a website, social media account (including a group or page on Facebook®, Twitter®, YouTube®, Instagram®, Snapchat® or LinkedIn®) or otherwise have an online presence, advertise on the internet or offer any products on the Internet using our Marks. However, you must participate in any Internet website, home page, web pages, electronic mail, social media sites, applications, online platforms, and other current or future forms of electronic communications that we require (collectively the “Technology Platforms”), as described in the Manual or otherwise in writing. You must use the Technology Platforms to communicate with us, including email and messaging. To the extent that you may control or access any Technology Platform, the Technology Platforms must be operated and maintained by you in compliance with all provisions of this Agreement, including those regarding the use of confidential and proprietary information, as well as any and all operating procedures, policies, standards and requirements as we may specify from time to time. You must maintain any Technology Platform you control or access in compliance with all applicable laws, rules, and regulations, including but not limited to those applicable to copyright and trademark, privacy, anti-defamation, and advertising and endorsements. You must submit all content for any Technology Platform to us for our prior written approval before using such content. You must pay us or our designee (which may be our affiliate) the then-current fees for the access to, modification of and maintenance of the Technology Platforms. We may modify, suspend, replace, discontinue or add to any Technology Platforms at any time and you must comply with such changes at your expense. We retain sole ownership of the Technology Platforms, including any domains names, content, email addresses and information stored on the Technology Platforms. Your access to the Technology Platforms will automatically terminate upon expiration or termination of this Agreement. You hereby release and agree to hold us, our officers and directors, harmless from and against any and all claims, liability, damages, or causes of action of any nature, arising from, or in connection with, the creation, operation, or maintenance of the Technology Platform, unless such liability arises out of our gross negligence or intentional acts.

I. Compliance with Our Standards. You will operate your Anytime Fitness Center through strict adherence to any mandatory standards, specifications and policies of the System as they exist from time to time, in order to ensure compliance with the quality standards of the System. You may offer from your Anytime Fitness Center only those products and services that we approve. We have the right to change the products and services that we require you to offer from your Anytime Fitness Center at any time, without limitation. You will at all times be responsible for the conduct of the day-to-day operation of your Anytime Fitness Center and for the terms of employment for your employees.

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

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

3. We reserve the right to have someone conduct an inspection of your Anytime Fitness Center after you open. We will provide you a copy of the report at your request. If your Anytime Fitness Center does not receive a passing score from that visit, a new inspection will be conducted. This process will be repeated until you have received a passing score. At our option, you must pay us for a final

inspection fee we establish for each failed inspection to defer any costs we incur in re-inspecting your Anytime Fitness Center after the first inspection. This fee will be payable in the manner we specify.

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

J. Compliance with Laws. You will, at your expense, comply with all applicable local, state, federal and municipal laws, ordinances, rules and regulations pertaining to the operation of your Anytime Fitness Center, including, without limitation, any and all licensing and bonding requirements, health and safety regulations, labor and employment laws, and the Americans with Disabilities Act. You will, at your expense, consult an attorney to obtain advice with regard to compliance with all federal and state licensing laws and all other laws relating to the operation of your Anytime Fitness Center. Further, you will, at your expense, be exclusively responsible for determining the licenses and permits required by law for your Anytime Fitness Center, for filing, obtaining and qualifying for all such licenses and permits, and for maintaining all necessary licenses and permits throughout the term of this Agreement. You must comply with all laws and regulations relating to privacy and data protection and must comply with any privacy policies or data protection and breach response policies we periodically may establish. You must notify us immediately of any suspected data breach at or in connection with the Anytime Fitness Center. If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Anytime Fitness Center, unless otherwise directed by us.

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

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

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

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

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

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

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

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

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

P. Manual. You will operate your Anytime Fitness Center in accordance with all mandatory provisions of the Manual. You will treat the Manual as confidential, and will use all reasonable efforts to maintain the Manual as secret and confidential. You will use the Manual only in the operation of your Anytime Fitness Center. The Manual will remain our sole property. We may from time to time revise the contents of the Manual. You agree to comply with each new or changed standard. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by us will control. Any required specifications, standards and operating procedures described in the Manual or otherwise exist to protect our interests in the System and the Marks and to create a uniform customer

experience, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you.

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

R. Anytime Health. You agree to enroll all your members as members of Anytime Health, so long as we or our affiliates or designees operate that program. You may give these memberships to your members without charge, or for any fee you determine, subject to any maximum fees we establish. You will also comply with any other policies or procedures we may establish concerning Anytime Health and Anytime Health memberships. You may offer Anytime Health corporate memberships to businesses with 250 or fewer employees within your Protected Territory (but on a non-exclusive basis), and retain all revenues with respect to such sale of such corporate memberships.

S. Training Suite. Unless your Anytime Fitness Center is designated to be operated as an Anytime Fitness Express center, you are required to use our proprietary training suite (“Training Suite”), which will assist you to develop and maintain a personal training program for your Anytime Fitness Center. If your Anytime Fitness Center is designated to be operated as an Anytime Fitness Express center, then we may require you to use and offer the Training Suite, in our sole discretion upon written notice to you. If you directly or through an affiliate own and operate additional Anytime Fitness Centers, you also must offer the Training Suite programming at these additional Anytime Fitness Centers, and sign our then-current Training Suite addendum, pay the additional Training Suite fees, and successfully complete any training we require.

We may modify the Training Suite at any time. Currently, the Training Suite will assist you with implementing a training program, that may include personal training, small group training and/or large group training, as well as health coaching. These services may be provided to your members in person or in a virtual format. We will assist you with setting pricing, training your trainers, creating group sessions, and providing ongoing coaching and personal training programming. We may require credentialing of your trainers and/or health coaches. Health coaches who are employees of ours may provide virtual health coaching to your members for a fee paid to us by members. You must comply with any other policies or procedures we may establish concerning the Training Suite. Access to the Training Suite is included in your Monthly Fees, provided, however, that if your Anytime Fitness Center is designated to be operated as an Anytime Fitness Express center, and you desire to use the Training Suite, then you must pay an additional training suite fee and sign a Training Suite addendum to this Agreement.

We will provide our Training Suite training to your Principal Operator. If you are an existing franchisee that will now elect to offer the Training Suite in your existing Anytime Fitness center(s), and you have not already successfully completed this training program, you must pay an additional fee for you to attend the Training Suite Training, currently Two Hundred Fifty Dollars (\$250). You may also send additional individuals to participate in the Training Suite Training for our then-current Training Suite

Training fee, currently Two Hundred Fifty Dollars (\$250) per person. You are also responsible for travel costs, room and board and the salaries, fringe benefits and other expenses you and your employees incur to attend this training. Subject to corporate trainer availability, we also offer the Training Suite Training in the field, on-site at your Anytime Fitness Center, or the Anytime Fitness Center of another franchise owner with whom you have partnered to receive this training. You must pay us our then-current training fees, which will vary depending on the number of franchise owners. This on-site training is conducted for up to twenty-one (21) total attendees and includes pre-visit communication and post-visit follow-up. Attendees must be employees of participating franchise owner(s).

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

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

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

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

1. You acknowledge and agree that certain products, supplies or other services, including certain items comprising the Information System, that you may be required to purchase for use

in the operation of your Anytime Fitness Center may only be available exclusively from us or our affiliates, or from other mandatory suppliers or vendors that we approve, in our sole discretion. You also acknowledge and agree that we may designate a single source for certain products, supplies or other services.

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

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

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

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

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

Z. **National / Brand-Level Promotions.** We may, from time to time, establish national or brand-level marketing campaign(s) or promotional offers in which you may be required to participate, honor or offer, subject to compliance with any applicable state or local laws or regulations.

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

BB. **Compliance with Privacy Laws.** You must comply with all standards, laws, rules, regulations, or any equivalent thereof relating to personal information, data privacy, and data protection, including but not limited to, as applicable, the California Consumer Privacy Act, Cal. Civ. Code Section 1798.100 et seq., and must comply with any privacy policies or data protection and breach response policies we periodically may establish. If you suspect or know of a security breach, you must immediately give

notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Anytime Fitness Center, unless otherwise directed by us.

10. CONFIDENTIAL INFORMATION/IMPROVEMENTS

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

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

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

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

11. INSURANCE: INDEMNIFICATION

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

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

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

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

12. FINANCIAL STATEMENTS AND AUDIT RIGHTS

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

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

13. ASSIGNMENT OF FRANCHISE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

9. prior to the Transfer, you pay us a transfer fee. If the Transfer occurs before your Anytime Fitness Center has opened for business, the transfer fee will be Fifteen Thousand Dollars (\$15,000). If the Transfer occurs after your Anytime Fitness Center is open, then the transfer fee will be Seven Thousand Five Hundred Dollars (\$7,500).

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

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

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

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

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

14. OUR TERMINATION RIGHTS

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

1. you are liquidated or dissolved;
2. your Anytime Fitness Center is not constructed strictly according to the plans we have approved and you do not remedy the deficiencies within thirty (30) days after notice from us;
3. you fail to operate for seven (7) consecutive days (unless prevented from doing so by fire, flood, or acts of nature), or otherwise abandon your Anytime Fitness Center, or forfeit the right to do or transact business in the jurisdiction where your Anytime Fitness Center is located, or lose the right to possession of the premises in which your Anytime Fitness Center operates;
4. you or any of your owners make an unauthorized Transfer under this Agreement;
5. you or any of your owners are proven to have engaged in fraudulent conduct, or are convicted of, or plead guilty or no contest to a felony or a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Marks or the goodwill associated therewith;
6. you are given three (3) or more notices of being in material violation of any of the terms or requirements of this Agreement within any twelve (12) month period, whether or not such defaults are timely cured after notice;
7. you misuse or make any unauthorized use of the Marks and do not cease such misuse or unauthorized use within twenty-four (24) hours' notice from us;

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

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

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

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

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

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

4. you sell non-approved products or services; or

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

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

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

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

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

2. remove the listing of your Anytime Fitness Center from all advertising published or approved by us;
3. cease listing your Anytime Fitness Center on any Technology Platforms;
4. prohibit you from attending any meetings or programs held or sponsored by us;
5. terminate your access to any computer system or software we own, maintain or license to you (whether licensed by us or by one of our affiliates);
6. suspend your ability to input new members into the check-in software;
7. suspend all services we or our affiliates provide to you under this Agreement or otherwise; and/or
8. contact your landlords, lenders, suppliers and members regarding the status of your operations, and provide copies of any default or other notices to your landlords, lenders and suppliers.

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

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

15. YOUR TERMINATION RIGHTS: NOTICE REQUIRED

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

16. YOUR OBLIGATIONS UPON TERMINATION OR EXPIRATION

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

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

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

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

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

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

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

G. You will, within ten (10) days after termination or expiration of this Agreement, make such modifications and alterations to your Anytime Fitness Center premises as may be necessary to distinguish the appearance of the premises from all attributes of the System and will make such specific additional changes thereto as we may request. You agree that, at a minimum, such modifications will include: (i) removal of all signage; (ii) alteration of the color scheme and decor; and (iii) discontinuation of the use of any item containing any of the Marks.

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

Center premises on the date this Agreement terminates or expires and authorize us to file financing statements and other documents we deem appropriate to perfect such lien.

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

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

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

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

M. Upon expiration or termination of this Agreement, we have the option, upon thirty (30) days’ written notice from the date of expiration or termination, to purchase from you all or any portion of the tangible and intangible assets relating to the Anytime Fitness Center, including your Anytime Fitness Center premises if you own the Anytime Fitness Center premises (excluding any unsalable inventory, cash, short-term investments and accounts receivable) (collectively, the “Purchased Assets”) and to take an assignment of your lease for (1) the Anytime Fitness Center premises (or, if an assignment is prohibited, a sublease for the full remaining term under the same provisions as your lease) and (2) any other tangible leased assets used in operating the Anytime Fitness Center. We may assign to a third party this option to purchase and assignment of leases separate and apart from the remainder of this Agreement.

The purchase price for the assets of the Anytime Fitness Center will be the “Book Value” (as defined below) of the Purchased Assets. “Book Value” means the net book value of the Purchased Assets, as disclosed in the last statement of your Anytime Fitness Center provided to us under Section 12 before termination or expiration, provided, however, that: (1) each depreciable asset will be valued on a “straight-line” basis without provision for salvage value; (2) we may exclude from the Purchased Assets any products or other items that were not acquired in compliance with this Agreement; and (3) we may exclude from Book Value any provision for goodwill or similar value attributable to intangible property. If we are not satisfied with the accuracy or fairness of any financial statements, or none has been submitted, our regularly employed firm of certified public accountants will determine (by audit) the Book Value. We and you will equally bear the cost of the audit. The results of the audit will be final and binding on both parties.

The purchase price, as determined above, will be paid in cash at the closing of the purchase, which will occur no later than sixty (60) days after we deliver notice of our election to purchase the assets of your Anytime Fitness Center, unless Book Value is determined by audit, in which case the closing will occur within a reasonable time, not to exceed sixty (60) days, after the results of the audit are made available. At the closing, you will deliver documents transferring good and merchantable title to the assets purchased, free and clear of all liens, encumbrances and liabilities to us or our designee and such other documents we may reasonably request to permit us to operate your Anytime Fitness Center without interruption. We may set off against and reduce the purchase price by all amounts you owe to us or any of our affiliates. If we

exercise our option to purchase your Anytime Fitness Center, we may, pending the closing, appoint a manager to maintain your Anytime Fitness Center operations.

If we assume any leases for the premises for your Anytime Fitness Center or if we assume the leases for other tangible leased assets used in your Anytime Fitness Center under this Section, you will pay, remove or satisfy any liens or other encumbrances on your leasehold interests and will pay in full all amounts due the lessor under the leases existing at or prior to assumption. We are not liable for any obligation you incur before the date we assume any leases.

17. YOUR COVENANTS NOT TO COMPETE

A. During Term. You will not, directly or indirectly, during the term of this Agreement, on your own account or as an employee, consultant, partner, officer, director, shareholder or member of any other person, firm, entity, partnership, corporation or company, own, operate, lease to or lease from, franchise, engage in, be connected with, have any interest in, or assist any person or entity engaged in owning, operating, or managing any other fitness center, exercise facility, health club, gym or business which offers exercise classes, personal training, fitness equipment or group training, wherever located, whether within the Protected Territory or elsewhere. Notwithstanding the foregoing, before you open your Anytime Fitness Center (and so long as you do not own any other Anytime Fitness center that is open under any other agreement with us), you may be employed at another fitness center that is operated at a site other than the one at which your Anytime Fitness Center will be located, provided that (i) neither you nor any of your immediate family owns any equity interest in the fitness center, (ii) the fitness center does not utilize a keyless entry system, (iii) the center is not open more than eighteen (18) hours per day, and (iv) you terminate your employment with that fitness center, and any other relationship you have with that fitness center, prior to the date you open your Anytime Fitness Center.

B. After Expiration, Termination, or Transfer. You will not, directly or indirectly for a period of two (2) years after the transfer by you, or the expiration or termination of this Agreement, on your own account or as an employee, consultant, partner, officer, director, shareholder, lender, or joint venturer of any other person, firm, entity, partnership, corporation or company, own, operate, lease to or lease from, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity engaged in any fitness center, exercise facility, health club, gym or business which offers exercise classes, personal training, fitness equipment or group training, which is located within the Protected Territory or within a ten (10) mile radius of any Anytime Fitness center, wherever located, whether within the Protected Territory or elsewhere; provided, however, that in metropolitan areas having a population of more than 50,000 persons, the foregoing ten (10) mile radius restriction will be limited to a radius of five (5) miles from any Anytime Fitness center (including the one you formerly operated under this Agreement).

C. Reasonableness. You agree that the scope of the prohibitions set forth in Sections 17.A and 17.B are reasonable and necessary to protect us and the System (including other franchisees of the System). You agree that the prohibitions in Section 17.A must be very broad in order to prevent you from taking information, materials and training we are providing to you on an ongoing basis and using them to either compete with us, or preempt or otherwise restrict our ability to enter new markets. You agree that the time period and the scope of the prohibitions set forth in Section 17.B are the reasonable and necessary time and distance needed to protect us if this Agreement expires or is terminated for any reason. You also agree that you have many other opportunities available to earn a living, and that these restrictions will not preclude you from engaging in a lawful trade or business for which you otherwise have training or experience.

D. Exception. The purchase of a publicly traded security of a corporation engaged in a competitive business or service will not in itself be deemed violative of this Section 17 so long as you do not own, directly or indirectly, more than five percent (5%) of the securities of such corporation.

E. Relief. You agree that damages alone cannot adequately compensate us if there is a violation of these noncompetitive covenants and that injunctive relief is essential for our protection. You therefore agree that in case of your alleged breach or violation of this Section, we may seek injunctive relief, in addition to all other remedies that may be available to us at equity or law. In addition, if you violate the restriction provided for in Section 17.B, the period of time during which the restriction will remain in effect and be extended until two (2) years after you cease violating the restriction.

18. ENFORCEMENT

A. Injunctive Relief/Attorneys' Fees. We and you will each be entitled to the entry of temporary restraining orders and temporary and permanent injunctions to (i) enforce your and our rights to terminate this Agreement for the causes set forth in Paragraphs 15 and 16 of this Agreement and (ii) prevent or remedy a breach of this Agreement if that breach could materially impair the goodwill associated with our or your business, including but not limited to, the enforcement of obligations upon termination or expiration of this Agreement and the enforcement of the non-compete provisions of this Agreement. You and we will also be entitled to the entry of temporary restraining orders and temporary and permanent injunctions enforcing these provisions. If we are successful in obtaining an injunction, or any other judicial relief or order from an arbitrator against you, or in successfully defending any claim you have brought against us, you will pay us an amount equal to all of our costs of prosecuting and/or defending the action, including reasonable attorneys' fees, costs of investigation, court and arbitration costs, and other litigation or arbitration expenses and interest on such costs. Your and our respective rights to obtain injunctive or other equitable relief is in addition to any other right we or you may have under this Agreement. It will in no way limit or prohibit us from obtaining money damages from you if you breach this Agreement.

B. Peer Compliance Committee. We have established a Peer Compliance Committee (the "PCC") to review certain claims you or we may make against each other. So long as the PCC is in existence, if you feel we have violated any of our obligations under Section 8 of this Agreement, you may submit your claim to the PCC. So long as the PCC is in existence, and we believe you have violated any of your obligations under Section 9 of this Agreement, we may submit that claim to the PCC. (Unless we each agree, no claims or violation of any other provision of this Agreement may be submitted to the PCC.)

1. If either of us submits a claim for violation of the foregoing sections to the PCC, the PCC will conduct a hearing and review the claim in accordance with the terms and procedures for the review of complaints by the PCC that we establish from time to time (the "PCC T&P"). If the PCC determines a breach has occurred, it may levy a fee against the breaching party, subject to maximum amounts set forth in the PCC T&P. If a party is found to be in breach and that party does not cure the breach within thirty (30) days after receipt of notice of the decision of the PCC, or such other reasonable period determined by the PCC (but not less than ten (10) days nor more than ninety (90) days after the decision is received by the party), the PCC will have the authority to levy additional fees in accordance with the PCC T&P. If either of us fail to pay a fee that is levied within ten (10) days following receipt of notice of the levy, that failure will be deemed a material breach of this Agreement. All fines will be donated to a charitable organization we designate.

2. The submission of claims to the PCC will not be the sole remedy for breach of Sections 8 or 9 of this Agreement, and each of us may also pursue any other remedies for breach that are permitted under this Agreement.

C. Mediation. Except where it is necessary for either you or us to obtain equitable relief to preserve the goodwill of our respective businesses (including, but not limited to, the enforcement of obligations upon termination of this Agreement and the covenants not to compete contained in this Agreement), you and we each agree to enter into mediation of all disputes involving this Agreement or any other aspect of the relationship between us, for a minimum of four (4) hours, prior to initiating any legal action or arbitration against the other.

1. Upon written notice by either you or us, to the other, of your or our desire to mediate, the party receiving the notice will select an independent entity that provides mediation services to serve as mediator in the proceeding. If the party receiving the notice of intent to mediate does not name such an organization within ten (10) days from the date the notice of intention to mediate is received, then the other party may proceed as if this Section 18.C did not exist, or, at its option, make the selection of the organization to provide mediation services. If you or we select an organization that is unwilling to serve as mediator, then the other party may select the organization. Once the organization is designated and agrees to accept the appointment as mediator, the organization will be directed to schedule a mediation proceeding at a time mutually convenient to us and to you. The mediation will be held within thirty (30) days following receipt by the mediation organization of notification that its services are requested. If you and we cannot agree on a date for mediation, then the mediation organization will select a date it believes is reasonable for both of us, given all of the claimed conflicts in dates. The person actually mediating the dispute will be required to have at least ten (10) years of experience as either a franchisee or franchisor (or as an officer of such an entity) or in franchise law. You and we will equally share the cost of the mediator. The mediator will select the location for the mediation, but unless you and we both agree otherwise, the mediation will be held in a metropolitan area with at least 250,000 persons that is not located within one hundred (100) miles of either your principal office or our principal office.

2. Except for the matters identified above where you or we are permitted to seek injunctive relief without first mediating the dispute, if either party initiates litigation or arbitration without complying with their obligation to mediate in accordance with this paragraph (unless the other party has failed to respond on a timely basis or has indicated it will not engage in mediation in accordance with the provisions of this Section 18.C), then upon petition of whichever of us has a lawsuit or arbitration proceeding brought against us, the court or arbitrator will dismiss the litigation or arbitration without prejudice, and award attorneys' fees and costs to the party seeking dismissal in an amount equal to the attorneys' fees and costs the party seeking dismissal incurred. If the court or arbitrator refuses for any reason to dismiss the action, then regardless of the outcome of the action, or of any award given in the action, the party initiating the litigation or arbitration will be responsible for all attorneys' fees and costs incurred throughout the litigation or arbitration by the other party as damages for failing to comply with the provisions of this Section 18.C.

D. Arbitration. Except insofar as you or we elect to enforce this Agreement by judicial process and injunction as provided in Section 18.A hereof, all disputes and claims arising out of or relating to this Agreement, or to the breach thereof, or to any of our standards or operating procedures, or other obligation of either of yours or ours, or to the breach thereof (including any claim that this Agreement, any provision of this Agreement, any specification, standard, operating procedure or any other obligation of yours or ours is illegal, unenforceable or voidable), or any aspect of the relationship between you and us (even if additional persons are named as parties to such action, but except as may be specifically provided with respect to any financing agreements you have with us or our affiliates, which shall be governed by the enforcement provisions thereof), must be resolved by arbitration in Minneapolis, Minnesota, or if our principal office is not located in Minnesota, then at the office of the American Arbitration Association located closest to our principal office. It is our intention that state laws attempting to void out of state forum selection clauses for arbitration be preempted by the Federal Arbitration Act and that arbitration be held in the place designated above.

1. The arbitration will be held in accordance with the United States Arbitration Act (9 U.S.C. § 1 et seq.), if applicable, and the rules of the American Arbitration Association (relating to the arbitration of disputes arising under franchise agreements, if any; otherwise, the general rules of commercial arbitration).

2. The arbitrator appointed must have at least ten (10) years' experience in franchising or franchise law, and the arbitrator will be instructed that he or she must follow the substantive law and the other requirements, waivers and limitations of this Agreement. The arbitrator shall have no authority to add, delete or modify in any manner the terms and provisions of this Agreement. All findings, judgments, decisions and awards of the arbitrator will be limited to the dispute or controversy set forth in the written demand for arbitration and response to that demand. The arbitrator may not award any relief that was not specifically requested by the parties prior to the start of the arbitration hearing. The arbitrator will have the right to award or include in any award the specific performance of this Agreement, but will be required to file a reasoned brief with his or her award.

3. You and we each agree that any award from the arbitrator may be appealed under the Optional Appellate Arbitration Rules of the American Arbitration Association.

4. You and we acknowledge that judgment upon an arbitration order may be entered in any court of competent jurisdiction and will be binding, final, and nonappealable, except for mistakes of law, as permitted under the United States Arbitration Act or for failure of the arbitrator to meet the requirements of this Section 18.D.

5. Unless this Agreement is terminated in accordance with the provisions of Paragraphs 15 or 16, during the pendency of any arbitration proceeding, you and we will fully perform the requirements of this Agreement.

6. If there is any dispute as to whether a particular claim or matter is subject to arbitration, and the matter relates to an issue for which either party seeks an injunction in accordance with the provisions of Section 18.A, the arbitrability of such claim will be determined by the court that would otherwise hear the motion to issue the injunction. In the case of a dispute as to the arbitrability of any other claim brought by either party against the other, the decision as to whether or not the claim is subject to arbitration will be made by the arbitrator appointed in accordance with this Agreement.

7. All arbitration proceedings will be individual proceedings between you and us, and will not be conducted on a "class" basis, or include any other of our franchisees as named parties unless you and we each agree.

If, after either you or we institute an arbitration proceeding, one or the other asserts a claim, counterclaim or defense, the subject matter of which, under statute or current judicial decision, is nonarbitrable for public policy reasons, the party against whom the claim, counterclaim or defense is asserted may elect to proceed with the arbitration of all arbitrable claims, counterclaims or defenses or proceed to litigate all claims, counterclaims or defenses in a court having competent jurisdiction.

E. Waiver of Punitive Damages. We and you (and your owners and guarantors if applicable) agree to waive, to the fullest extent permitted by law, any right to, or claim for, any punitive or exemplary damages against the other and against any affiliates, owners, employees, or agents of the other and agree that in the event of a dispute between us, each of us will be limited to the recovery of any actual damages sustained by it.

F. Venue. We and you (and your owners and guarantors if applicable) each agree that if litigation is permitted under this Agreement, the sole forum for litigation arising under this Agreement, or any aspect of the relationship between us (even if additional parties are named as parties to that litigation) will be the state or federal courts of Minnesota. Those actions must be exclusively venued either in the District Courts of Minnesota, County of Ramsey, or the United State District Court for the District of Minnesota. You and we each waive any objection you or we may have to either the jurisdiction or the venue of such court (except to the extent jurisdiction is preempted by the arbitration provisions of this Agreement), and you and we each consent to personal jurisdiction and venue in such court. However, if we are permitted to seek injunctive relief under this Agreement, we may, at our option, bring that action in the county in which your Anytime Fitness Center is located.

G. Jury Waiver. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY. This waiver applies to all causes of action that are or might be included in any such action, including claims related to the enforcement or interpretation of this Agreement, allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action and it applies even if persons that are not a party to this Agreement are named as additional parties in the proceeding.

H. Waiver of Collateral Estoppel. The parties agree they should each be able to settle, mediate, litigate, arbitrate, or compromise disputes in which they are involved with third parties, without having those disputes directly affect the contract or relationship between us. We and you therefore each agree that a decision of an arbitrator or court of law to which one of us is not a party will not prevent the person that was a party to such action from making similar arguments, or taking similar positions, in any action between us. You and we therefore each waive the right to assert that principles of collateral estoppel prevent either you or us from raising any claim or defense in an action between us if either you or we lost a similar claim or defense in another action.

I. No Affiliate Liability. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of ours or of any of our affiliates will have any liability for (i) any obligations or liabilities we have relating to or arising from this Agreement, or (ii) any claim against us based on, in respect of, or by reason of, the transactions contemplated in this Agreement. This provision will not, however, affect any right, duty or obligation of ours or yours, or of any guarantor of your obligations.

19. RIGHT OF FIRST REFUSAL

If, at any time during the Term of this Agreement, you receive a bona fide offer to purchase or lease your Anytime Fitness Center (or if you are a company, partnership or other entity, the equity ownership of you), which offer you are willing to accept, you will communicate in writing to us the full terms of the offer and the name of the offeror. We may elect to purchase or lease the business on the terms set forth in the offer. If we elect to purchase or lease the business, we will give you written notice of the election within thirty (30) days after we receive your communication of the offer. If we fail to give written notice of election within thirty (30) days, you may sell or lease to the offeror on the terms offered, subject to the provisions relating to assignment. The sale or lease must, however, be completed within sixty (60) days of the termination of the thirty (30) day period during which we may give written notice of election to purchase or lease; otherwise, an additional notice must be given to us and an additional option period must expire prior to any such transfer. If we elect to purchase or lease the business, we will have the right to substitute equivalent cash for any non-cash consideration included in the bona fide offer to purchase or lease the business and we and you will use our best efforts to complete the purchase or lease within sixty (60) days from the date of our notice of election to purchase or lease.

20. MISCELLANEOUS

A. Unpaid Amounts. Any unpaid amounts owed by you to us or any of our affiliates including any Royalty Fee, General Advertising and Marketing Fund Fees, other weekly or monthly fees, and product purchases will bear interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. You must reimburse us and our affiliates for all costs incurred in the collection of unpaid amounts, including attorneys' fees.

B. Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. You and we will substitute a valid and enforceable provision for any specification, standard, operating procedure, rule or other obligation of either of us, which is determined to be invalid or unenforceable and is not waived by the other party. Such modifications to this Agreement will be effective only in such jurisdiction and will be enforced as originally made and entered into in all other jurisdictions.

C. Cumulative Rights. Except as otherwise set forth in this Agreement, our and your rights under this Agreement are cumulative and no exercise or enforcement of any right or remedy under this Agreement will preclude the exercise or enforcement of any other right or remedy under this Agreement or which we or you are entitled by law to enforce.

D. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.) and the Federal Arbitration Act, this Agreement and the franchise relationship will be governed by the laws of the State of Minnesota. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state (including Minnesota) relating to franchises or business opportunities, other than those of the state in which the Franchised Location is located. This waiver of any rights under Minnesota law will not apply if the Franchised Location is located in Minnesota or you are a resident of (or if you are an entity, your principal(s) is a resident of) Minnesota.

E. Disavowal of Oral Representations. You and we acknowledge that we want all terms of our business relationship to be defined in this written agreement, and that neither of us wants to enter into a business relationship with the other in which any terms or obligations are subject to any oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations as set forth in this Agreement. Therefore, you and we agree that this Agreement will supersede and cancel any prior and/or contemporaneous discussions between us. We each agree that we placed, and will place, no reliance on any such discussions. You agree that no representations have been made to you concerning this Agreement or the Anytime Fitness franchise other than as contained in this Agreement and in the Franchise Disclosure Document you received before you signed this Agreement (the "FDD"). You agree that no claims, representations, warranties, or guarantees, express or implied, regarding actual or potential earnings, sales, profits, or success of your Anytime Fitness Center have been made to you other than as set forth in Item 19 of the FDD.

F. Approvals. Wherever our consent or approval is required in this Agreement, unless the provision specifically indicates otherwise, we have the right to withhold our approval in our discretion, for any reason, or for no reason. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable. Our approvals and consents will not be effective unless given in writing.

G. Interpretation. It is the desire and intent of you and us that the provisions of this Agreement be enforced to the fullest extent possible under the applicable laws and public policies. Therefore, if any provision of this Agreement is determined by a court or arbitrator to be invalid or unenforceable, that determination will apply only to the operation of that provision in the particular proceeding in which the determination is made. We and you agree that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision illegal or otherwise voidable or unenforceable and the other of which would render the provision valid and enforceable, the provision will have the meaning that renders it valid and enforceable. The language of all provisions of this Agreement will be construed simply according to its fair meaning and not strictly against you or us.

H. Waiver. Except as otherwise provided in this Section 20.H, neither of us will be deemed to have waived any obligation of the other, or to have agreed to any modification of this Agreement, unless we have done so in writing, and the writing is signed by the person giving the waiver or agreeing to the modification. However, you agree that you will give us immediate written notice of any claimed breach or violation of this Agreement as soon as possible after you have knowledge, or determine, or are of the opinion, that there has been a breach or violation by us of this Agreement. If you fail to give written notice to us of any claimed misrepresentation, violation of law, or breach of this Agreement within one (1) year from the date you have knowledge, determine, are of the opinion, or become aware of facts and circumstances reasonably indicating, that you may have a claim against us or against any of our affiliates under any state law, federal law, or common law, then the misrepresentation, violation of law, or breach will be considered to have been condoned, approved and waived by you, and you will be barred from beginning any legal, arbitration, or other action against us or against our affiliates, or from instituting any counterclaim against us or our affiliates, for the misrepresentation, violation of law, or breach, or from using the alleged act or omission as a defense to any action we may maintain against you.

I. Time. Time is of the essence to this Agreement.

J. Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original.

K. Entire Agreement. The preambles are a part of this Agreement. This Agreement, together with its exhibits, constitutes the entire agreement between you and us with respect to your Anytime Fitness Center and any other aspect of the relationship we have with you, and cannot be amended except by a written agreement signed by you and us. This Agreement also supersedes all prior agreements and negotiations we have had with you related to your acquisition of this franchise or your and our rights and obligations. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made to you in the FDD. Any representations, warranties, inducements, promises, understandings or agreements between the parties, that are not in the Franchise Disclosure Document which you acknowledge receiving at least 14 days before signing this Agreement or paying any money, or in writing and signed by us and you, are void and not enforceable.

L. Headings and Terms. The headings of the Sections hereof are for convenience only and do not define, limit or construe the contents of such Sections. The term “you” as used herein is applicable to one or more persons, a corporation, a partnership or limited liability company, and each of their respective owners, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If more than one person executes this Agreement for you, then your obligations are joint and several.

M. Patriot Act. You represent and warrant that to your actual and constructive knowledge: (i) neither you (including your directors, officers and managers), nor any of your affiliates, or any funding source for your Anytime Fitness Center, are identified on the list at the United States Treasury’s Office of

Foreign Assets Control (OFAC); (ii) neither you nor any of your affiliates are directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government; (iii) neither you nor any of your affiliates are acting on behalf of the government of, or is involved in business arrangements or other transactions with, any country that is subject to such an embargo; (iv) neither you nor any of your affiliates are on the U.S. Department of Commerce Denied Persons, Entities and Unverified Lists, the U.S. Department of State's Debarred Lists, or on the U.S. Department of Treasury's Lists of Specialty Designated Nationals, Specialty Designated Narcotics Traffickers or Specialty Designated Terrorists, as such lists may be amended from time to time (collectively, the Lists); (v) neither you nor any of your affiliates, during the term of this Agreement, will be on any of the Lists; and (vi) during the term of this Agreement, neither you nor any of your affiliates will sell products, goods or services to, or otherwise enter into a business arrangement with, any person or entity on any of the Lists. You agree to notify us in writing immediately upon the occurrence of any act or event that would render any of these representations incorrect.

N. Personal Guaranty. All of your owners (if you are a corporation, partnership, limited liability company or partnership, or other entity) will sign the personal guaranty agreement in the form attached to this Agreement (the "Guaranty Agreement"). Any person or entity that at any time after the Effective Date of this Agreement becomes an owner of yours will, as a condition of becoming an owner, sign the Guaranty Agreement. In addition, a spouse of an owner and any other person we designate must also sign the Guaranty Agreement.

21. NOTICES

Any and all notices required or permitted under this Agreement will be in writing and will be deemed to have been duly given upon the earlier of (i) when received; (ii) one (1) business day after placement with a reputable national overnight carrier; or (iii) three (3) business days after deposit (not including the day of deposit), if placed in the mail for delivery by certified mail, postage pre-paid, and, in the cases of clauses (ii) or (iii), addressed to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notice to us: Anytime Fitness, LLC
111 Weir Drive
Woodbury, Minnesota 55125
Attention: President

Notice to you: See Rider

22. AMENDMENT OF OTHER AGREEMENTS

To the extent you have entered into any franchise agreements with us prior to the date of this Agreement which remain in effect following the execution of this Agreement:

(i) the provisions of Section 5.B. of this Agreement will replace the provisions of those agreements regarding Method of Payment,

(ii) the provisions of Sections 9.G., 9.H., 9.L., 9.N., 9.P., and 9.Q. of this Agreement are incorporated into such agreements, and supersede any inconsistent provisions contained therein,

(iii) the provisions of Section 13.B. of this Agreement will replace the provisions of those agreements regarding the conditions to your transfer or assignment of any interest in those franchise agreements or in the Anytime Fitness centers you operate under those agreements,

(iv) the provisions of Section 16 will replace the provisions of those agreements regarding your obligations upon termination or expiration of those agreements,

(v) the provisions of Section 17 of this Agreement will replace the provisions of those agreements regarding any restrictions on your ability to compete with an Anytime Fitness center either during or following the term of those agreements,

(vi) the provisions of Section 18 of this Agreement will replace the provisions of those agreements regarding enforcement, including but not limited to the right to injunctive relief or attorneys' fees, mediation, arbitration, the right to initiate arbitration or litigation, the venue of litigation, and waiver of punitive damages and a trial by jury, and

(vii) the provisions of Section 20.D. of this Agreement will replace the provisions of those agreements regarding Governing Law,

such that all those agreements are hereby amended by this paragraph. Except as amended by this paragraph, which shall constitute a written agreement signed by each of us amending those agreements, you and we each hereby ratify and reaffirm our respective obligations under those agreements.

23. ACKNOWLEDGEMENTS

A. Independent Investigation. You acknowledge that you have conducted an independent investigation of the business franchised under this Agreement, and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon your ability as an independent business person.

B. Franchise Agreement. You acknowledge that you have received, read, and understood this Agreement and that we have fully and adequately explained the provisions of it to your satisfaction and that we have accorded you time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

C. Other Franchises. You acknowledge that other Anytime Fitness franchisees have or will be granted franchises at different times and in different situations, and further acknowledge that the provisions of such franchises may vary substantially from those contained in this Agreement. You also acknowledge that because complete and detailed uniformity under varying circumstances may not be practical, there may be variations we grant to other of our Anytime Fitness centers (whether franchised, or centers that we or our affiliates operate), and you will not be entitled to require us to grant similar variations or privileges to you.

[THIS AGREEMENT CONTINUES WITH A RIDER AND INITIAL FRANCHISE FEE ATTACHMENT, WHICH ARE A PART OF THIS AGREEMENT]

FRANCHISE AGREEMENT RIDER

- 1. Effective Date: _____
- 2. Franchisee:
- 3. Standard Anytime Fitness center or Anytime Fitness Center Express: _____
- 4. Franchised Location: _____

If no location has been determined at the time this Franchise Agreement has been executed, then the Franchised Location shall be within the following area, provided the exact location shall be subject to our review and approval: .

If the above-named location specifies a location yet to be determined, we reserve the right to sell franchises, and grant territories to others who will operate Anytime Fitness or Anytime Fitness Express centers in and around the above-described location. You may then be required to choose a final location outside of any protected territory given to any other franchisee, and that territory may be outside of the city or areas identified above. Should this happen, you would have to obtain our review and approval for a new location. Likewise, if you choose to move your final address at any time, or if the location set forth above, or any other location we agree upon, becomes unavailable for any reason, it is your obligation to select a new location, and to obtain our approval of that location before you acquire the site, or obtain any rights in the location.

- 5. Required Grand Opening and Ramp Up Program Spend: \$_____.

Required Local Advertisement Spend: \$_____ per month.

- 6. Protected Territory: A radius of _____ miles around the Franchised Location.

- 7. Ownership: Franchisee represents and warrants that any entity to which this Agreement will be transferred will have the initial ownership set forth below, and that no changes will be made in such ownership without the prior written approval of Franchisor:

Name	Percentage Ownership
	%
	%

- 8. Principal Operator designated by Franchisee:
- 9. Initial Franchise Fee (see Initial Franchise Fee Attachment).
- 10. Address for notice to you:

IN WITNESS WHEREOF, we and you have signed this Agreement as of the Effective Date set forth above.

FRANCHISOR:
ANYTIME FITNESS, LLC

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

INITIAL FRANCHISE FEE ATTACHMENT TO RIDER

The initial franchise fee is the one that is initialed by you and by us.

- ____/____ **New Franchisee, Full-Size Center** (including conversion centers): \$42,500, payable in full when you sign this Agreement.
- ____/____ **New Franchisee, Full-Size Center** (including conversion centers) (**Qualified Veterans Only**): \$35,000, payable in full when you sign this Agreement.
- ____/____ **New Franchisee – Anytime Fitness Express**: \$25,000, payable in full when you sign this Agreement.
- ____/____ **New Franchisee – Anytime Fitness Express (Qualified Veterans Only)**: \$22,500, payable in full when you sign this Agreement.
- ____/____ **Existing Franchisee – Full-Size Center**: \$32,500, payable in full when you sign this Agreement.
- ____/____ **Existing Franchisee – Full-Size Center (Qualified Veterans Only)**: \$30,000, payable in full when you sign this Agreement.
- ____/____ **Existing Franchisee – Anytime Fitness Express**: \$22,500, payable in full when you sign this Agreement.
- ____/____ **Existing Franchisee – Anytime Fitness Express (Qualified Veterans Only)**: \$20,000, payable in full when you sign this Agreement.
- ____/____ **Club Purple Participant – Full-Size Center**: \$25,000
- ____/____ **Club Purple Participant – Anytime Fitness Express**: \$20,000
- ____/____ **Club Platinum Participant – Full-Size Center**: \$20,000
- ____/____ **Club Platinum Participant – Anytime Fitness Express**: \$17,000
- ____/____ **Transfer of an existing franchise, renewal of an existing franchise, or franchise agreement signed pursuant to an obligation you have under an Area Development Agreement**: No initial franchise fee.

PERSONAL GUARANTY AND AGREEMENT TO BE BOUND
PERSONALLY BY THE TERMS AND CONDITIONS
OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement (the "Agreement") between ANYTIME FITNESS, LLC ("we" or "us") and _____ (the "Franchisee"), dated _____, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Agreement, to be paid, kept and performed by the Franchisee, including without limitation the dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of the Agreement.

The undersigned waive (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the Franchisee or any other person as a condition of liability; and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the Franchisee.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchisee or any other person; (2) such liability will not be diminished, relieved or otherwise affected by the Franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned; and (3) this Personal Guaranty will apply in all modifications to the Agreement of any nature agreed to by Franchisee with or without the undersigned receiving notice thereof.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.

FRANCHISEE:

PERSONAL GUARANTORS:

- Individually		

Print Name		

Address		
_____	_____	_____
City	State	Zip Code

Telephone		

- Individually		

Print Name		

Address		
_____	_____	_____
City	State	Zip Code

Telephone		

GENERAL RELEASE

In consideration of the agreement of ANYTIME FITNESS, LLC (“Franchisor”) to allow (“Franchisee”) to [RENEW OR TRANSFER] its Franchise Agreement dated _____ between Franchisee and Franchisor (“Agreement”), Franchisee hereby releases and forever discharges Franchisor, and its affiliates, as well as their members, directors, officers, employees and agents, in their corporate and individual capacities, and their respective heirs, personal representatives, successors and assigns, from any and all claims Franchisee may have against such parties known and unknown, foreseen and unforeseen, from the beginning of time to the date hereof, whether in law or in equity, including, but not limited to, any claims arising out of the offer or sale of any franchise to Franchisee, and any matters arising under the Agreement or under any other agreement between Franchisee and Franchisor or its affiliates. **[FOR TRANSFERS:** Further, Franchisee acknowledges that transfer of the Agreement shall terminate Franchisee’s interest in the Agreement, but Franchisee will continue to be bound by all post-termination provisions of the Agreement, including but not limited to the obligations of confidentiality, and the covenant not to compete contained in the Agreement.]

[IN CALIFORNIA: The foregoing release is intended as a general release of all claims, demands, actions, causes of action, obligations, damages and liabilities of any kind or nature whatsoever that relate to the matters recited therein, and is intended to encompass all known and unknown, foreseen and unforeseen claims which the releasing party may have against any party being released. Section 1542 of the California Civil Code provides:

A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him might have materially affected his settlement with the debtor.

You expressly waive the provisions of Section 1542 of the California Civil Code and expressly release each party to be released from all liability or claims arising out of any matters recited in the release.]

DATE: _____

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness, LLC Franchise Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises offered and sold in the state of California:

This California Addendum is only applicable if you are a resident of California or if your business is located in California.

1. The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043) provides franchisees with additional rights concerning termination and non-renewal of the Franchise Agreement and certain provisions of the Franchise Agreement relating to termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the Franchise Agreement and your relationship with Franchisor, including the areas of termination and renewal of Franchisee’s franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

2. The Franchise Agreement requires Franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 - 20043)). To the extent required by such laws, Franchisee shall not be required to execute a general release.

3. The Franchise Agreement requires application of the laws and forum of Minnesota. This provision may not be enforceable under California law.

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

5. The provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, United States Code, Section 101.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

Franchisor:
ANYTIME FITNESS, LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Illinois:

1. Notwithstanding the fact that the Franchise Agreement requires that the Agreement be governed by the laws of the State of Minnesota, to the extent required by Rule 200.608 of the Illinois Franchise Disclosure Laws, the Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

2. The Franchise Agreement states that Minnesota law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, and we will comply with that law in Illinois.

3. The other conditions under which your franchise can be terminated and your rights of nonrenewal may be affected by Illinois Law, 815 Illinois Compiled Statutes 705/19 and 705/20.

4. Section 4 of the Illinois Franchise Disclosure Act states that “Any provision of a franchise agreement which designates jurisdiction or venue in a forum outside of this state (Illinois) is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State.”

5. Any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive requirements with any provisions of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void. This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims pursuant to the provisions of Title IX of the United States Code.

6. The provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, United States Code, Section 101.

7. Section 14.B of the Franchise Agreement is modified by the insertion of the following at the end of such Section:

“Notwithstanding the foregoing, to the extent required by Illinois law, the Franchisor shall provide reasonable notice to the Franchisee with the opportunity to cure any defaults under this Section 14.B, which shall not be less than ten (10) days and in no event shall such notice be required to be more than thirty (30) days.”

8. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Addendum.

AIN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

Franchisor:
ANYTIME FITNESS, LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness, LLC Franchise Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Maryland:

1. Section 13.B.8 of the Franchise Agreement is revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer, shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 14.A of the Franchise Agreement is revised to provide that termination upon bankruptcy might not be enforceable under the U.S. Bankruptcy Act, but Franchisor intends to enforce it to the extent enforceable.

3. Section 18.F of the Franchise Agreement is revised to include the following language:

“Notwithstanding the standing provisions of this section, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.”

4. The representations made in the Franchise Agreement are not intended to nor should they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Each provision to this Addendum to the Franchise Agreement shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

6. The Franchise Agreement states that Minnesota law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland Law, and we will comply with that law in Maryland.

7. Notwithstanding anything to the contrary in the Franchise Agreement, nothing will prevent the Franchisee from filing suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

Franchisor:
ANYTIME FITNESS, LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Minnesota:

This Minnesota Addendum is only applicable if you are a resident of Minnesota or if your business will be located in Minnesota.

1. Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Franchisor will comply with Minn. Stat. Section 80C.14, subds. 3, 4 and 5, which require, except in certain specified cases, that the Franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for nonrenewal of the Franchise Agreement.

3. Section 3 of the Franchise Agreement is revised to include the following:

“To the extent required by the Minnesota Franchise Act, Franchisor will protect your rights to use the trademarks, service marks, trade names, logos and other commercial symbols, or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding your use of the marks, provided you are using the Names and Marks in accordance with this Agreement.”

4. Franchisor shall not require Franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

Franchisor:
ANYTIME FITNESS, LLC

Franchisee:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of North Dakota:

This North Dakota Addendum is only applicable if you are a resident of North Dakota or if your business will be located in North Dakota.

1. Section 16.H of the Franchise Agreement is modified to delete any requirement that franchisee consent to termination penalties or liquidated damages.

2. Section 17.B of the Franchise Agreement is amended by adding the following language at the end:

“Covenants not to compete, such as those mentioned in this Section 17.B, are subject to Section 9-08-06 of the North Dakota Codified Code.”

3. Sections 18.E, 18.F and 18.G of the Franchise Agreement are deleted in their entirety.

4. Section 20.D of the Franchise Agreement is amended to provide that the Franchise Agreement will be governed by the laws of the State of North Dakota.

5. Section 2.B of the Franchise Agreement is amended by deleting clause (8) thereof.

6. No provision of the Franchise Agreement shall be interpreted to accelerate any statute of limitations contained in any provision of the North Dakota Codified Code.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

Franchisor:
ANYTIME FITNESS, LLC
By: _____
Its: _____
Date: _____

Franchisee:
By: _____
Its: _____
Date: _____

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness, LLC Franchise Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Rhode Island:

This Rhode Island Addendum is only applicable if you are a resident of Rhode Island or if your business will be located in Rhode Island.

- 1. Section 18 of the Franchise Agreement is supplemented by the addition of the following:

“§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act.”

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

Franchisor:
ANYTIME FITNESS, LLC

By: _____
Its: _____
Date: _____

Franchisee:

By: _____
Its: _____
Date: _____

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Washington:

This Washington Addendum is only applicable if you are a resident of Washington or if your business will be located in Washington.

1. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement and your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement and your relationship with us, including the areas of termination and renewal of your franchise.

2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act shall prevail.

3. To the extent required by the Act, a release or waiver of rights executed by you shall not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the Franchise 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 limitation period for claims under the Act, rights or remedies under the Act, such as rights to jury trial might not be enforceable.

4. 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.

5. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual cost in effecting a transfer.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

Franchisor:
ANYTIME FITNESS, LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

EXHIBIT F

CHARITABLE CONTRIBUTION ADDENDUM

CHARITABLE CONTRIBUTION ADDENDUM

This Addendum, between Anytime Fitness, LLC (“we” or “us”) and the franchisee named below (“you”), is an amendment to, and a part of, the Franchise Agreement to which it is attached. All capitalized terms used in this Addendum not otherwise defined have the meanings ascribed thereto in the Franchise Agreement.

You and we have entered into the Franchise Agreement on the same date as this Addendum. The Franchise Agreement provides for certain fees and obligations, each of which you and we hereby reaffirm. However, we have advised you that we have established a program for our franchisees, which would allow them to identify themselves as an Anytime Fitness center participating in our charitable contribution program (the “HeartFirst Program”). We have offered you the opportunity to participate in the HeartFirst Program, and have agreed to reduce your Initial Franchise Fee if you elect to participate in the HeartFirst Program. You understand, however, that participation is voluntary, and that by signing this Addendum, you are agreeing to participate in this program and to make monthly charitable contributions as described in this Addendum. Thus, in consideration of the provisions of this Addendum, you and we have agreed you may participate in the HeartFirst Program, as follows:

1.) Designation as a Participant in the HeartFirst Program. We will designate the Anytime Fitness center you establish pursuant to the Franchise Agreement to which this Addendum is attached as an Anytime Fitness center participating in our charitable contribution program. We will designate you as a participating center in all materials we publish that identifies all other Anytime Fitness centers participating in the HeartFirst Program. You will also be permitted to include this designation in all advertising and promotional materials you establish, subject to compliance with all of our policies, as established from time to time, with respect to the preparation and dissemination of advertising and promotional materials, and the use of this designation. The actual name of the program, and all permitted designations, will be subject to change by us from time to time.

2.) Initial Franchise Fee Reduction. In consideration for your execution of this Addendum, and your participation in the HeartFirst Program, including your payment of the charitable contributions described in the next section, the Initial Franchise Fee you are required to pay is hereby reduced by Two Thousand Dollars (\$2,000) from the amount set forth in the Rider; provided, however, that:

(a) If this is the second or subsequent franchise agreement you have signed with us that has a Charitable Contribution Addendum attached, the Initial Franchise Fee you are required to pay will only be reduced by Five Hundred Dollars (\$500) from the amount set forth in the Rider; and

(b) If you are signing the Franchise Agreement pursuant to an obligation to do so under an Area Development Agreement, then you acknowledge that the Development Fee you paid to us has already been reduced to take into account your participation in the HeartFirst Program, and no further reductions or credits are applicable.

3.) Charitable Contributions. Beginning on the first day of the month following the opening of your Anytime Fitness Center, and continuing on the first day of each subsequent month, you will pay a charitable contribution to HeartFirst Charitable Foundation of One Hundred Dollars (\$100) per month. HeartFirst Charitable Foundation will be responsible for providing to you all charitable tax statements relating to your contributions. You acknowledge that this contribution is included in the fees that you authorize your billing and payment processor to deduct from any monies it collects on your behalf and remit to HeartFirst Charitable Foundation.

4.) Compliance with Policies. You agree that you will at all times comply with all of the standards and policies we establish from time to time for the HeartFirst Program, and for Anytime Fitness centers designated as participating in our charitable contribution program.

5.) Termination of this Addendum. This Addendum will automatically terminate, without notice, upon expiration or termination of the Franchise Agreement. In addition, both you and we have the right to terminate this Addendum prior to termination or expiration of the Franchise Agreement, as follows:

- (a) You may terminate this Addendum, without cause, at any time, upon notice to us.
- (b) We may terminate this Addendum, at any time, without cause, upon notice to you, if we terminate all similar addenda we have with other franchisees and terminate the HeartFirst Program. (For purposes of clarification, any change in the name of this program is not considered a termination of the program.)
- (c) We may terminate this Addendum, upon ten (10) days' notice to you if you breach a provision of this Addendum and fail to cure such breach within such ten (10) days (or any such additional time we may voluntarily provide to you for cure).

In the event of the termination of this Addendum, for any reason, you must immediately discontinue designating yourself as a center participating in our charitable contribution program, and immediately discontinue using any of the names, marks, logos or insignias we developed for the HeartFirst Program, or any similar names, marks, logos, or insignia. Further, if this Addendum is terminated by you, or if it is terminated by us under clause (c) above, then immediately upon termination, you must remit to us a payment of Two Thousand Dollars (\$2,000), representing the discount we provided to you on your Initial Franchise Fee or Development Fee; provided, however, that if this is the second or subsequent franchise agreement you have with us that has a Charitable Contribution Addendum, and the discount you received was only \$500, then you need only remit to us a payment of Five Hundred Dollars (\$500). For purposes of clarification, (i) you may not offset against that amount any payments you made to us under Section 3 above prior to termination, or any other amounts, and (ii) if we terminate this Addendum under clause (b) above because we terminate the HeartFirst Program, you will not have to remit the foregoing payment to us.

6.) Assignment. In the event of the transfer or assignment of your franchise agreement, your transferee or assignee will be required to sign an Addendum, in similar form to

this one, agreeing to continue to participate in the HeartFirst Program for the remaining term of the Franchise Agreement.

IN WITNESS WHEREOF, we and you have signed this Addendum as of the Effective Date.

FRANCHISOR:
ANYTIME FITNESS, LLC

FRANCHISEE:

By: _____
Its: _____

EXHIBIT G

**AREA DEVELOPMENT AGREEMENT, GUARANTY AND
STATE SPECIFIC ADDENDA TO AREA DEVELOPMENT AGREEMENT**



AREA DEVELOPMENT AGREEMENT

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

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1. GRANT OF DEVELOPMENT RIGHTS.....	1
2. DEVELOPMENT FEE.....	2
3. DEVELOPMENT SCHEDULE.....	2
4. TERM.....	3
5. DEFAULT AND TERMINATION.....	3
6. RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION.....	3
7. TRANSFER.....	4
8. MISCELLANEOUS.....	5
RIDER.....	6

ANYTIME FITNESS®
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement is made as of the Effective Date set forth in the Rider attached to this Agreement (the “Rider”) between ANYTIME FITNESS, LLC, a Minnesota limited liability company (“we” or “us”) and the person or persons named in the Rider as the Developer (“you”).

RECITALS:

A. We have invested substantial time, effort and money to develop a system of operating boutique fitness centers with the potential for minimal overhead and labor costs, and have a federally registered trademark for the names “Anytime Fitness®” and “Anytime Fitness Express,®” as well as other intellectual property rights. We grant franchises to qualified candidates for the operation of fitness centers. We also license our trademark rights in “Anytime Fitness” and may in the future adopt, use and license additional or substitute trademarks, service marks, logos and commercial symbols in connection with the operation of Anytime Fitness and Anytime Fitness Express centers (collectively the “Marks”). These centers use our methods, procedures, standards, and specifications (all of which are collectively referred to as the “System”) which we may improve, further develop or otherwise modify from time to time.

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

C. You are entering into this Agreement because you want to develop and operate multiple fitness centers which use the Marks and the System. You recognize that while you will have certain limited rights to transfer your interest in this Agreement, and in the centers you develop, we are entering into this Agreement with you based on your representation that you intend to personally develop all of the centers described in this Agreement, and not with a view to reselling your right to open these centers.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

1. Grant of Development Rights. The following provisions control with respect to the rights granted hereunder:

A. We grant to you, under the terms and conditions of this Agreement, the right to develop and operate the number of fitness centers identified in the Rider (the “Anytime Fitness Centers”), using the principal trademark identified in the Rider, operating within the territory described in the Rider (the “Development Territory”).

B. You agree to be bound by the “Development Schedule” set forth in the Rider. Time is of the essence for the development of each Anytime Fitness Center in accordance with the Development Schedule. Each Anytime Fitness Center must be developed and operated by you pursuant to a separate Franchise Agreement that you enter into with us.

C. Unless otherwise indicated in the Rider and except as set forth in Section D below, if you are in compliance with the Development Schedule set forth in the Rider, we will not develop or operate or grant anyone else a franchise to develop and operate an Anytime Fitness Center from any location in the Development Territory prior to the earlier of (i) the expiration or termination of this Agreement; (ii) the

date on which you must sign the Franchise Agreement for your last Anytime Fitness Center pursuant to the terms of the Development Schedule; or (iii) the date on which the Protected Territory for your final Anytime Fitness Center is determined; except that if the Development Territory covers more than one city, county or designated market area, the protection for each particular city, county or designated market area will expire upon the earliest of (1) any of the foregoing events or (2) the date when the Protected Territory for your final Anytime Fitness Center to be developed in such city, county or designated market area under this Agreement is determined. Notwithstanding anything in this Agreement, upon the earliest occurrence of any of the foregoing events (i) the Development Territory will expire and (ii) we will be entitled to develop and operate, or to franchise others to develop and operate, Anytime Fitness Centers from locations in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been signed between us and you and that has not been terminated.

D. You acknowledge and agree that (i) we and our affiliates have the right to grant other franchises or operate company or affiliate owned Anytime Fitness Centers at locations outside the Protected Territory even if they compete with your Anytime Fitness Centers for members who may live and/or work in or near the Protected Territory, (ii) we and our affiliates have the right to grant other franchises or licenses and to operate company or affiliate-owned fitness centers within private establishments located within the Development Territory, provided that access to those centers is limited to employees of the business, or transient guests of the business, in either case who would not have any reciprocity with any other Anytime Fitness center as a result of their use or membership in this private center, and (iii) we and our affiliates have the right to operate, and to grant franchises or licenses to others to operate, fitness centers or any other business within and outside the Development Territory under trademarks other than the Marks, all without compensation to you.

2. Development Fee. You must pay us a Development Fee in the amount set forth in the Rider. This fee is payable in full when you sign this Agreement. However, you will not be required to pay an Initial Franchise Fee for any of the Anytime Fitness Centers you develop under this Agreement.

A. You will sign the Franchise Agreement for your first Anytime Fitness Center concurrently with this Agreement. A separate Franchise Agreement must be signed, on our then-current form, for each such Anytime Fitness Center. Upon the execution of each Franchise Agreement, the terms and conditions of the Franchise Agreement control the establishment and operation of such Anytime Fitness Center.

B. The Development Fee is consideration for this Agreement and not consideration for any Franchise Agreement, is fully earned by us upon execution of this Agreement and is non-refundable.

3. Development Schedule. The following provisions control with respect to your development rights and obligations:

A. You must comply with the Development Schedule requirements regarding (i) the execution of the Franchise Agreements, (ii) the opening date for each Anytime Fitness Center, and (iii) the cumulative number of Anytime Fitness Centers to be open and continuously operating for business in the Development Territory. If you fail to either sign a Franchise Agreement or to open an Anytime Fitness Center according to the dates set forth in the Franchise Agreement, we, in our sole discretion, may immediately terminate this Agreement pursuant to Section 5.

B. You may not open an Anytime Fitness Center under this Agreement unless you have notified us of your intention to develop the Anytime Fitness Center at least thirty (30) days prior to the date set forth in the Development Schedule and met each of the following conditions (these conditions apply to each Anytime Fitness Center to be developed in the Development Territory):

1. Good Standing. You must not be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates. You also must have satisfied on a timely basis all monetary and material obligations under the Franchise Agreements for all existing Anytime Fitness Centers.

2. Execution of Franchise Agreement. You and we have entered into our current form of Franchise Agreement for the proposed Anytime Fitness Center. You understand that we may modify the then-current form of Franchise Agreement from time to time and that it may be different than the current form of Franchise Agreement, including different fees and obligations; provided, however, that you will not be required to pay any initial franchise fee under any of those agreements. You understand and agree that any and all Franchise Agreements will be construed and exist independently of this Agreement. The continued existence of each Franchise Agreement will be determined by the terms and conditions of such Franchise Agreement. Except as specifically set forth in this Agreement, the establishment and operation of each Anytime Fitness Center must be in accordance with the terms of the applicable Franchise Agreement.

4. Term. Unless sooner terminated in accordance with Section 5 of this Agreement, the term of this Agreement and all rights granted to you will expire on the date that you sign the Franchise Agreement for the last Anytime Fitness Center that is scheduled to be opened under the Development Schedule.

5. Default and Termination. You will be deemed in default under this Agreement if you breach any of the terms of this Agreement or if you or any “affiliate” of yours breaches any of the terms of any Franchise Agreement or any other agreement that you or your affiliates have with us or our affiliates. For purposes of this Agreement, an “affiliate” of any person will be any person or entity that controls that person, is under the control of that person, or is under common control with that person. All rights granted in this Agreement immediately terminate upon written notice without opportunity to cure if: (i) you become insolvent, commit any affirmative action of insolvency or file any action or petition of insolvency, (ii) a receiver (permanent or temporary) of your property is appointed by a court of competent authority, (iii) you make a general assignment or other similar arrangement for the benefit of your creditors, (iv) a final judgment against you remains unsatisfied of record for thirty (30) days or longer, (v) execution is levied against your business or property, or the business or property of any of your affiliates that have entered into Franchise Agreements with us, (vi) a suit to foreclose any lien or mortgage against premises or equipment is instituted against you and not dismissed within thirty (30) days, or is not in the process of being dismissed, (vii) you fail to timely meet your development obligations set forth in the Development Schedule, (viii) you or any of your affiliates open any Anytime Fitness Center before that person or entity has signed a Franchise Agreement with us for that center in the form we provide, (ix) you fail to comply with any other provision of this Agreement, or your or any of your affiliates fail to comply with any other agreement you or they have with us or our affiliates and do not correct the failure within thirty (30) days after written notice of that failure is delivered to the breaching party (except that if the failure to comply is the third failure to comply with any provision of any agreement that you or any of your affiliates have with us or an affiliate of ours within twelve (12) consecutive months, then we need not provide any opportunity to cure the default), or (x) we have delivered to you or any of your affiliates a notice of termination of a Franchise Agreement in accordance with its terms and conditions.

6. Rights and Duties of Parties Upon Termination or Expiration. Upon termination or expiration of this Agreement, all rights granted to you will automatically terminate, and:

A. All remaining rights granted to you to develop Anytime Fitness Centers under this Agreement will automatically be revoked and will be null and void. You will not be entitled to any refund of any fees.

B. You must within five (5) business days of the termination or expiration pay all sums owing to us and our affiliates. In addition, you agree to pay as fair and reasonable liquidated damages (but not as a penalty) an amount equal to Ten Thousand Dollars (\$10,000) for each undeveloped Anytime Fitness Center. You agree that this amount is in addition to the Development Fees paid under this Agreement, and is for lost revenues from Monthly Fees (as defined in the Franchise Agreement) and other amounts payable to us, including the fact that you were holding the development rights for those Anytime Fitness Centers and precluding the development of certain Anytime Fitness Centers in the Development Territory, and that it would be difficult to calculate with certainty the amount of damage we will incur. Notwithstanding your agreement, if a court determines that this liquidated damages payment is unenforceable, then we may pursue all other available remedies, including consequential damages.

7. Transfer. The following provisions govern any transfer:

A. We have the right to transfer all or any part of our rights or obligations under this Agreement to any person or legal entity.

B. This Agreement is entered into by us with specific reliance upon your personal experience, skills and managerial and financial qualifications. Consequently, this Agreement, and your rights and obligations under it, are and will remain personal to you. You may only Transfer your rights and interests under this Agreement if you obtain our prior written consent.

1. As used in this Agreement, the term “Transfer” means any sale, assignment, lease, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you. You acknowledge that these provisions prohibit you from subfranchising or sublicensing any right you have under any agreement with us, and that your intent in entering into this Agreement is that you (and not any licensee or transferee) will be opening and operating the Anytime Fitness Centers to be developed under this Agreement. In addition, if there are two (2) individuals signing this Agreement as Franchisee, and one (1) of those individuals is no longer involved in the ownership of the business that is developing Anytime Fitness Centers, the withdrawal of that person shall be considered a “Transfer.” A “Transfer” shall also be deemed to occur when there are more than two (2) people listed as the Developer and there is a change of the ownership of the business such that less than a majority of the original signators continue to have a majority interest in the equity of the business.

2. We will not charge you any fee in connection with your Transfer of your interest in this Agreement. However, as a condition to our approval of any Transfer, you must sign franchise agreements for all of the Anytime Fitness centers to be developed under this Agreement, you must transfer all of those agreements to the same person or entity that acquires your interest in this Agreement, and you must comply with all of the conditions for transferring each of those agreements, including the requirement to pay a transfer fee in connection with the transfer of each of those agreements.

3. The restriction on Transfer contained in this Agreement does not apply to, or otherwise restrict, your right to transfer any interest in any franchise agreement you previously signed for any Anytime Fitness center to be developed under this Agreement. You may transfer those agreements apart from any rights you have in this Agreement, provided you comply with the transfer provisions of each agreement you seek to transfer.

4. We may expand upon, and provide more details related to, the conditions for Transfer and our consent as described in this Section 7, and may do so in our operations manual or otherwise in writing.

8. Miscellaneous. The provisions set forth in the franchise agreement for your first Anytime Fitness Center containing any covenants not to compete, enforcement provisions, notice provisions, and sections referenced as “Miscellaneous” or “Acknowledgments” are hereby incorporated into this Agreement by reference and shall be applicable to this Agreement until such time as you sign a subsequent franchise agreement, at which time the provisions of the new agreement relating to covenants not to compete, enforcement, notice, and all sections referenced as “Miscellaneous” or “Acknowledgments” shall be incorporated into this Agreement by reference in place of the previous provisions. Likewise, if you later sign yet another franchise agreement, at all times, the provisions contained in the last franchise agreement you sign with us, which relate to covenants not to compete, enforcement, and notice, and all sections referenced as “Miscellaneous” or “Acknowledgments,” are hereby incorporated into this Agreement by reference in place of the previous provisions. You acknowledge having received a copy of our current form of franchise agreement for use in the sale of Anytime Fitness Centers, and that until you sign an agreement for your first center, the provisions of the form we provided to you relating to these matters will be deemed incorporated herein by reference and applicable to this Agreement. Any reference to the expression “this Agreement” in such Sections will be interpreted as a reference to this Area Development Agreement and any reference to “Protected Territory” will read as Development Territory. Any provisions of this Agreement which, by their nature, may or are to be performed following expiration or termination of this Agreement, shall survive such termination or expiration.

[THIS AGREEMENT CONTINUES WITH A RIDER,
WHICH IS A PART OF THIS AGREEMENT]

AREA DEVELOPMENT AGREEMENT RIDER

1. Effective Date: _____
2. Developer:
3. Development Territory:

If this Development Territory references one or more sites yet to be determined, then we reserve the right to develop and operate an Anytime Fitness Center in and around the above-described city, county or area, and to sell franchises and grant territories to others (including through area development agreements) who will operate Anytime Fitness Centers in and around the above-described city, county or area. You may then be required to choose a final location for your Anytime Fitness Centers outside of any protected territory given to us or to any other franchisee or area developer, which final location may be outside of the county, city or area identified above. Should this happen, you would have to obtain our review and approval for a new Development Territory, and location for your Anytime Fitness Centers.

4. Number of Anytime Fitness Centers to be opened in the Development Territory:
5. Principal trademark (circle one): Anytime Fitness / Anytime Fitness Express
6. Development Fee: \$

Charitable Contribution Amendment: If the blank following this Paragraph 6 is initialed, you acknowledge and agree that the Development Fee was reduced based on your commitment that you would contribute \$100 per month from each of your Anytime Fitness Centers to the Anytime Fitness Charitable Foundation, and you agree to sign a Charitable Contribution Addendum in the form we require with each of your franchise agreements. You further agree that this obligation will survive the termination of this Agreement.

_____/_____

7. Development Schedule: You acknowledge and agree that a material provision of this Area Development Agreement is that the following number of Anytime Fitness Centers must be opened and continuously operated by you in the Development Territory in accordance with the following Development Schedule:

Anytime Fitness Center Number	Date by Which Franchise Agreement Must Be Signed and Site Approval Request Must be Submitted to us	Date by Which the Anytime Fitness Center Must Be Opened and Operated by You in the Territory	Cumulative Number of Anytime Fitness Centers to be Opened and Operated by You in the Development Territory as of the Date in Preceding Column
1	Date of this Agreement		1
2			

For purposes of determining compliance with this Development Schedule, only the Anytime Fitness Centers you actually open and continuously operate in the Development Territory for at least the first six (6) months after opening will be counted toward the number of Anytime Fitness Centers required to be open and operated by you.

IN WITNESS WHEREOF, we and you have signed this Agreement as of the Effective Date set forth above.

FRANCHISOR:

DEVELOPER:

ANYTIME FITNESS, LLC

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

PERSONAL GUARANTY AND AGREEMENT TO BE BOUND
PERSONALLY BY THE TERMS AND CONDITIONS
OF THE AREA DEVELOPMENT AGREEMENT

In consideration of the execution of the Area Development Agreement (the "Agreement") between ANYTIME FITNESS, LLC ("we" or "us") and _____ (the "developer"), dated _____, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Agreement, to be paid, kept and performed by the developer, including without limitation the dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed an Area Development Agreement containing the identical terms and conditions of the Agreement.

The undersigned waives: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the developer or any other person as a condition of liability; and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the developer.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the developer or any other person; (2) such liability will not be diminished, relieved or otherwise affected by the developer's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned; and (3) this Personal Guaranty will apply in all modifications to the Agreement of any nature agreed to by developer with or without the undersigned receiving notice thereof. s

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.

DEVELOPER:

PERSONAL GUARANTORS:

- Individually

Print Name

Address

City State Zip Code

Telephone

- Individually

Print Name

Address

City State Zip Code

Telephone

CALIFORNIA ADDENDUM TO AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness, LLC Area Development Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises offered and sold in the state of California:

This California Addendum is only applicable if you are a resident of California or if your business will be located in California.

1. The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043), provides franchisees with additional rights concerning termination and non-renewal of the Area Development Agreement and certain provisions of the Area Development Agreement relating to termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the Area Development Agreement and your relationship with Franchisor, including the areas of termination and renewal of Franchisee’s franchise. If the Area Development Agreement is inconsistent with the law, the law will control.

2. The Area Development Agreement requires application of the laws and forum of Minnesota. This provision may not be enforceable under California law.

3. The provision in the Area Development Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, United States Code, Section 101.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

Franchisor:
ANYTIME FITNESS, LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

ILLINOIS ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness, LLC Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Illinois:

This Illinois Addendum is only applicable if you are a resident of Illinois and your business will be located in Illinois.

1. Notwithstanding the fact that the Area Development Agreement requires that the Agreement be governed by the laws of the State of Minnesota, to the extent required by Rule 200.608 of the Illinois Franchise Disclosure Laws, the Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

2. The Area Development Agreement states that Minnesota law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, and we will comply with that law in Illinois.

3. The other conditions under which your franchise can be terminated and your rights of nonrenewal may be affected by Illinois Law, 815 Illinois Compiled Statutes 705/19 and 705/20.

4. Section 4 of the Illinois Franchise Disclosure Act states that “Any provision of a franchise agreement which designates jurisdiction or venue in a forum outside of this state (Illinois) is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State.”

5. Any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive requirements with any provisions of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void. This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims pursuant to the provisions of Title IX of the United States Code.

6. The provision in the Area Development Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, United States Code, Section 101.

7. Section 5 of the Area Development Agreement shall be modified by the addition of the following sentence at the end of such section.

“To the extent required by Illinois law, the Franchisor shall provide reasonable notice to the Franchisee with the opportunity to cure any defaults under this Section 5, to the extent required by Illinois law, which in no event shall be less than ten (10) days, and in no event shall such notice be required to be greater than thirty (30) days.”

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

Franchisor:
ANYTIME FITNESS, LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

MARYLAND ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness, LLC Area Development Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Maryland:

1. Section 5 of the Area Development Agreement is revised to provide that termination upon bankruptcy might not be enforceable under the U.S. Bankruptcy Act, but Franchisor intends to enforce it to the extent enforceable.

2. Section 8 of the Area Development Agreement is revised to include the following language:

“Notwithstanding the standing provisions of this section, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.”

3. The representations made in the Area Development Agreement are not intended to nor should they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Section 7 of the Area Development Agreement is revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer, shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. Each provision to this Addendum to the Development Agreement shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

6. The Area Development Agreement states that Minnesota law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland law, and we will comply with that law in Maryland.

7. Notwithstanding anything to the contrary in the Area Development Agreement, nothing will prevent the Franchisee from filing suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

Franchisor:
ANYTIME FITNESS, LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

MINNESOTA ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness, LLC Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Minnesota:

This Minnesota Addendum is only applicable if you are a resident of Minnesota or if your business will be located in Minnesota.

1. Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Franchisor will comply with Minn. Stat. Section 80C.14, subs. 3, 4 and 5, which require, except in certain specified cases, that the Franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for nonrenewal of the Area Development Agreement.

3. Franchisor shall not require Franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

Franchisor:
ANYTIME FITNESS, LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

WASHINGTON ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness, LLC Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Washington:

This Washington Addendum is only applicable if you are a resident of Washington or if your business will be located in Washington.

1. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement and your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Area Development Agreement and your relationship with us, including the areas of termination and renewal of your franchise.

2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act shall prevail.

3. To the extent required by the Act, a release or waiver of rights executed by you shall not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the Area Development 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 limitation period for claims under the Act, rights or remedies under the Act, such as rights to jury trial might not be enforceable.

4. 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.

5. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual cost in effecting a transfer.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

Franchisor:
ANYTIME FITNESS, LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

EXHIBIT H

STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE CALIFORNIA FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary in the Anytime Fitness, LLC Franchise Disclosure Document, the following provisions shall supersede and apply to all Anytime Fitness franchises offered and sold in the state of California:

This California Addendum is only applicable if you are a resident of California or if your business will be located in California.

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3 of the Franchise Disclosure Document is supplemented by the additional paragraph.

“Neither Anytime Fitness nor any person described in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange.”

3. Item 17 of the FDD is amended by the insertion of the following:

“The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043), provides franchisees with additional rights concerning termination and non-renewal of the Franchise Agreement and certain provisions of the Franchise Agreement relating to termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the Franchise Agreement and your relationship with us, including the areas of termination and renewal of your franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).”

4. The Franchise Agreement and Area Development Agreement require application of the laws and forum of Minnesota. This provision may not be enforceable under California law.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE HAWAII FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary in the Anytime Fitness, LLC Franchise Disclosure Document, the following provisions shall supersede and apply to all Anytime Fitness franchises offered and sold in the state of Hawaii:

This Hawaii Addendum is only applicable if you are a resident of Hawaii or if your business will be located in Hawaii.

1. Anytime Fitness, LLC's Franchise Disclosure Document is currently registered or exempt from registration in the states of: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.
2. The states in which Anytime Fitness, LLC's, Franchise Disclosure Document is or will be shortly on file: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.
3. No state has refused, by order or otherwise, to register the Anytime Fitness franchise.
4. No state has revoked or suspended the right to offer Anytime Fitness franchises.
5. Anytime Fitness, LLC has not withdrawn the proposed registration of the Franchise Disclosure Document in any state.
6. The page entitled "**Special Risk(s) to Consider About *This Franchise***" is amended by the addition of the following language:

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

FILING IS NOT APPROVAL. THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF 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.

DISCLOSURE REQUIRED. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE

PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

DISCLOSURE DOCUMENT IS A SUMMARY. THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

7. The Franchisor's registered agent in the state authorized to receive service of process is:

Commissioner of Securities of
Department of Commerce and Consumer Affairs
335 Merchant Street
Honolulu, Hawaii 96813

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE ILLINOIS FRANCHISE DISCLOSURE ACT OF 1987

Notwithstanding anything to the contrary in the Anytime Fitness, LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Illinois:

This Illinois Addendum is only applicable if you are a resident of Illinois and your business will be located in Illinois.

1. The page entitled “**Special Risk(s) to Consider About *This Franchise***” is amended by the addition of the following language:

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

GOVERNING LAW, VENUE AND JURISDICTION. THE GOVERNING LAW, VENUE AND JURISDICTIONAL REQUIREMENTS IN THE DISCLOSURE DOCUMENT AND IN THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT ARE SUBJECT TO THE PROVISIONS OF THE ILLINOIS FRANCHISE DISCLOSURE ACT, AND NOTHING IN THESE DOCUMENTS SHALL BE CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON YOU BY THE ILLINOIS FRANCHISE DISCLOSURE ACT.

2. Item 17 of the FDD is amended to include the following:

“Any provision in the Franchise Agreement or Area Development Agreement that designates jurisdiction or venue in a forum outside Illinois is void with respect to any action which is otherwise enforceable in Illinois, except that the Franchise Agreement or Area Development Agreement may provide for arbitration outside Illinois. In addition, Illinois law will govern the Franchise Agreement and Area Development Agreement to the extent required by the Illinois Franchise Disclosure Laws.

In addition, you will be provided with a reasonable time period to cure any default with respect to goodwill, which in no event shall be less than ten (10) days.”

3. Each provision of this addendum to the FDD shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this addendum.

4. The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE MARYLAND FRANCHISE REGISTRATION
AND DISCLOSURE LAW

Notwithstanding anything to the contrary in the Anytime Fitness, LLC Franchise Disclosure Document, the following provisions shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Maryland:

1. Item 17 of the Franchise Disclosure Document is amended as follows:

“Termination for bankruptcy filing may not be enforceable under the United States Bankruptcy Act, but we intend to enforce it to the extent enforceable.”
2. Items 17(c) and 17(m) are revised to provide that, under COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
3. Item 17(v) and (w) are modified by the insertion of the following:

“Any Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.”
4. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.
5. Each provision of this Addendum to the FDD shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE MINNESOTA FRANCHISE LAW

Notwithstanding anything to the contrary in the Anytime Fitness, LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Minnesota:

This Minnesota Addendum is only applicable if you are a resident of Minnesota or if your business will be located in Minnesota.

1. Minn. Stat. Section 80C.21 and Minn. Rule Part 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the FDD can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, form or remedies provided for by the laws of the jurisdiction.

2. We will comply with Minn. Stat. Section 80C.14, subs. 3, 4 and 5, which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Agreement.

3. Item 13 is revised to include the following language:

“To the extent required by the Minnesota Franchise Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement and Development Agreement.”

4. Item 17(c) and 17(m) are revised to provide that we cannot require you to sign a release of claims under the Minnesota Franchise Act as a condition to renewal or assignment.

5. We are prohibited from requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

6. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Minnesota Statutes, Chapter 80C are met independently without reference to this Addendum.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE RHODE ISLAND FRANCHISE INVESTMENT ACT

Notwithstanding anything to the contrary in the Anytime Fitness, LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Rhode Island:

This Rhode Island Addendum is only applicable if you are a resident of Rhode Island or if your business will be located in Rhode Island.

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE VIRGINIA RETAIL FRANCHISING ACT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Anytime Fitness, LLC for use in the Commonwealth of Virginia shall be amended as follows:

1. Item H of the chart in Item 17 is hereby amended by the addition of the following disclosure:

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchise Act or the laws of Virginia, that provision may not be enforceable.”

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT

Notwithstanding anything to the contrary in the Anytime Fitness, LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Washington:

This Washington Addendum is only applicable if you are a resident of Washington or if your business will be located in Washington.

1. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement and your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement and your relationship with us, including the areas of termination and renewal of your franchise.

2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act shall prevail.

3. 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.

4. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual cost in effecting a transfer.

5. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

6. 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.

7. 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.

8. On or about October 16, 2018, we entered into an Assurance of Discontinuance (No. 18-2-25824-3) with the State of Washington entitled In Re: Franchise No Poaching Provisions under which we agreed to refrain from including "no-poach" language in our Franchise Agreement, which restricts a franchisee from recruiting and/or hiring the employees of other franchisees and/or employees of us or our

affiliates, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We have also agreed to refrain from enforcing the language in any of our existing Franchise Agreements, notify our current franchisees of the entry of the Assurance of Discontinuance, notify the Washington Attorney General if any of our franchisees attempted to enforce such a provision, offer to amend existing Franchise Agreements to delete the no-poach language and remove the language from existing Franchise Agreements as they come up for renewal. We satisfied the requirements in the Assurance of Discontinuance and submitted to the State of Washington a declaration of completion.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE WISCONSIN FAIR DEALERSHIP LAW

Notwithstanding anything to the contrary in the Anytime Fitness, LLC Franchise Disclosure Document, Franchise Agreement or Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Wisconsin:

“The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, non-renewal or substantial change in competitive circumstances of a dealership agreement without good cause. The law further provides that 90 days prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Disclosure Document, Franchise Agreement and Development Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provision of the Franchise Agreement or Development Agreement that are inconsistent with the law Wis.Stat.Ch.135, the Wisconsin Fair Dealership Law, § 32.06(3), Wis.Code.”

EXHIBIT I

HEALTHY CONTRIBUTIONS AGREEMENT



Enrollment for Active Participant Club Status

This Agreement is made on _____, by and between Healthy Contributions, LLC ("HC") and _____ ("Client") will confirm the arrangement under which HC is providing payment-processing services for Client's facility and data transfer and disbursement services for the programs chosen by Client, all as set out below.

1. Appointment: Client hereby appoints HC to act as its fitness incentive processor for the fitness incentive programs managed by HC and selected by Client (the "Programs"). The duties of HC are as follows: (A) provide a platform for the entry of data; (B) collect and provide specific Program data to the Program providers; (C) return status of this data to Client via web reporting; and (D) if applicable, disburse any monies or rewards owed to Client's facility or its members based upon instructions from the Program provider.
2. Service: HC agrees to facilitate the collection and transfer of data and funds for Client as this information is provided to HC. To that end, by the 5th of the month for the prior month, Client shall provide HC with the member usage information for Client's facility as requested, and in the format required, by HC. Disbursement of funds hereunder by HC to Client or its members shall occur at the times agreed to by HC and the Program providers, but is contingent upon data and funds received from the associated Program providers.
3. Management: HC has agreed to manage certain fitness incentive programs including the Programs. Management and maintenance of participants, such as Client, shall include random audits and investigation of any improper or suspicious acts or behavior. Client's facility's staff is subject to record and data review by HC at any time. If improprieties are found or suspected, a review of participation will be initiated with Program providers in question and may result in a warning, probation, suspension or Client's permanent removal from the programs.
4. Fees: Client agrees to pay HC for its services provided herein pursuant to the attached Healthy Contribution Club Fee Structure Schedule (the "Fee Structure Schedule") based on the billing option at the end of this Agreement checked by Client. All Programs will be set at the billing option checked by Client except where a different method is mandated by a Program's provider. In that case, fees are then determined by the nature of the disbursement chosen for that provider's Program. HC reserves the right to change the fees and charges provided for herein without prior notice. If Client wishes to object to such change, it may deliver written notice thereof to HC within sixty (60) days of Client's receipt of the first monthly report reflecting such change. If Client objects to such change, the parties may negotiate a mutual agreement regarding fees or a party may terminate this Agreement pursuant to Section 6, but Client must pay the new fee imposed by HC for services performed before the date of termination.
5. Payment of Fees: HC will post on its website each month a report of fees and processing charges charged to Client for services performed by HC in the prior month. Payments will be drafted from Client's accounts monthly. If payment is unable to be drafted, Client will be notified and offered a

second payment method. A late fee of \$25.00 may be imposed if payment is not made within 10 days of notification. HC will not be liable to Client or be in breach of this Agreement due to the failure of Client to comply with its reporting obligations to HC or due to the failure of a Program provider to provide HC with the appropriate information or funds so that HC can perform its obligations hereunder. In addition, in the event that Client has not paid any fee within 10 days of notification by HC, HC reserves the right to suspend all services to be provided to Client pursuant to this Agreement until such time as full payment is made by Client, and HC will not be liable to Client or any third party in any manner, or in breach of this Agreement, for such suspension of services.

6. Termination & Closing Clubs: Either party may terminate this Agreement by giving the other party (30) days written notice. If Client is discontinuing its involvement in a Program, it will immediately notify all participating members of the Program that benefits will cease. It must also immediately notify HC to close out accounts and provide HC with current member status. HC will notify the applicable Program provider, if necessary.
7. Sale: If Client sells the facility to a new owner, it is Client's responsibility to make buyer aware of the services provided by HC. Should the buyer choose not to utilize HC's services, the members participating in the Programs must be made aware by Client prior to termination that HC is no longer providing services. Fees that are owed for the final processing period will be the responsibility of Client. Any processing that is submitted past the date of sale is still calculated by usage month and the party to whom the facility belonged to during the time the usage was collected is responsible for paying these fees to HC.
8. Confidentiality: During the term of this Agreement and at any time after, Client will keep confidential and not disclose any Confidential Information (as defined below) nor will Client use the Confidential Information for a purpose detrimental to HC. Client will hold the Confidential Information in strict confidence and will protect it with the same diligence that it protects its own confidential information. Confidential Information shall include, but not be limited to, the terms of this Agreement, including any financial terms, trade secrets, the identity of any Program providers, unique identifiers, Personal Information (as defined below), and reimbursement amounts.
9. Privacy: During the term of this Agreement and at any time after, if Client obtains or has access to "Personal Information", Client agrees to comply with all applicable privacy laws and to hold and protect all "Personal Information" in strict confidence and maintain the confidentiality of this information.
 1. "Personal Information" means any information about or concerning an individual including, but not limited to:
 - i. An individual's first name or first initial and his or her last name, or any information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person whether or not in combination with any one or more of the following data elements: (A) social security number; (B) driver's license number or state identification card number; (C) checking account number, savings account number or other account number alone if no other information is required to access such account or otherwise commit identity theft or misuse such information; (D) credit or debit card number; (E) account passwords or personal identification numbers, other access codes, or any other accounts or resources; (F) electronic identification number; (G) digital signatures; (H) biometric data, including fingerprints; (I) birth date; (J) parent's legal surname prior to marriage; (K) identification number assigned by an employer; (L) any individually

identifiable information, in electronic or physical form, regarding the individual's medical history or medical treatment or diagnosis by a health care professional;

10. Forms; Programs: Client understands it cannot increase its dues to offset the reimbursement benefits. Client's facility must maintain originals of the participating member's Program Providers enrollment forms. Client is solely responsible for the membership agreement that Client uses. HC will provide Client with a copy of the participating Program Provider's enrollment forms and Client shall make copies for enrollment. Client will not be allowed to make changes to the enrollment forms.
11. Information: Pursuant to Section 2, Client must enter all member usage data by the 5th of the month for the prior month, unless Client uses a system where member usage is collected by HC for the facility. Client represents, warrants and covenants that all data is accurate and Client will provide HC all documentation requested by HC, or participating Program Providers. It is Client's responsibility to update member information and review the monthly return reports as they are made available. HC will not be liable for incorrect reimbursements due to Client-entered data errors. Client also grants HC authority to provide the usage information to the Programs. There will be a separate monthly charge for each individual club of Client that uses the website; i.e. if Client owns multiple facilities it will have to pay for each facility as its own separate entity. Client acknowledges the importance of meeting the timelines and processes for the delivery of information set forth herein.
12. Workouts: All workouts for these Programs by Client's members must be performed inside the walls of Client's facility.
13. Trademark Usage: All advertisements or other marketing materials referencing a Program provider's name, trademark, service mark, logo or other commercial symbol must be approved by that provider's legal department prior to publication by Client. Requests can be facilitated through HC.
14. Indemnification: Liability: Client agrees to defend, indemnify and hold harmless HC, its owners and affiliates, and each of them, and their respective officers, directors, employees, shareholders, agents, insurers, and representatives from and against any and all demands, losses, actions, damages, claims, costs, expenses and liability (including attorneys' fees) ("Damages") whether or not involving any third party claim, that results from or arises out of directly or indirectly: (a) any act or omission of Client, or breach of this Agreement by Client; (b) any injury or Damage to a member or other individual at a facility of Client or any other Damages incurred by HC in connection with its services hereunder; or (c) any Damages incurred by HC as a result of a suspension of services hereunder in the event that Client does not make timely payment as provided in Section 5 hereof. HC may defend at Client's expense any claim against it. HC is not liable for the acts or omissions of a Program provider, whether related to this Agreement or otherwise.
15. Litigation: This Agreement, and the respective rights of the parties under this Agreement shall be governed by and construed under the laws of the state of Minnesota, without application of any choice of law principal. Any claim, cause of action, suit or demand arising out of or related to this Agreement, or the relationship of the parties, shall be brought exclusively in the state or federal courts located in Hennepin County, Minneapolis, Minnesota, and the parties irrevocably consent to the jurisdiction and venue of such courts. Client hereto agrees that valid service of process may be affected on it outside of Minnesota by certified mail at the address of its last known principal office or by any other means authorized under Minnesota law.
16. Entire Agreement: This Agreement, including the documents referenced herein, is the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating hereto. No purported amendment, modification or

waiver of any provision of this Agreement shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers); provided, however, HC may amend the Fee Structure Schedule, the Program Details, the Paid-In Full Memberships for the Fitness Reimbursements Program document, the Cancellation Policy, and any other materials contained in the Welcome Guide at any time, and as updated from time to time (the "HC Documents"). Copies of this Agreement with signatures transmitted by facsimile shall be deemed to be original signed versions of this Agreement.

17. Additional Documents: Client acknowledges that it has read and understands this Agreement, and the HC Documents. In the event of a conflict between the terms of this Agreement and any of the foregoing documents, the terms of this Agreement shall control.
18. Facility Liability Insurance: Healthy Contributions' fitness centers will at its own cost and expense, maintain (and cause its subcontractors, if any to maintain) the following insurance coverage in full force: Workers' Compensation Insurance and Commercial Liability Insurance, with limits of not less than \$1,000,000. The insured must give Healthy Contributions thirty (30) days' written notice before the insurance is cancelled or altered in a way that no longer satisfies the requirements. Healthy Contributions' fitness centers will need to provide a copy of the current certificate of liability insurance. Failure to provide a compliant certificate can and will exclude you from certain plans/programs that are provided within our services.
19. Benefits; Assignment: This Agreement shall inure to the benefit of and shall bind the successors and permitted times assigns of both parties to this Agreement. Client may not assign or transfer its interest in this Agreement without the prior written consent of HC.
20. Acknowledgments: Client acknowledges: (A) that HC is not a payor of services, nor an insurer with respect to any services provided by Client and its only obligation with respect to funds received by a Program provider is to disburse the funds in accordance with the instructions of the provider; (B) that HC cannot guarantee that any minimum number of programs will be available to Client for participation; (C) that HC shall have no obligation to disburse funds hereunder if a Program provider fails to provide the funds for reimbursement to HC; and (D) that HC has not made any representation, warranty or guarantee as to any revenue that it may derive from any program.
21. Non-exclusivity: Each party understands and acknowledges that the relationship created hereby is of a non-exclusive nature, meaning that either party may do business with any other party that provides the same or similar services.
22. Email: Healthy Contributions may from time to time send emails to the addresses referenced in the Smart login forms to update of program changes, enhancements and other pertinent information. These may include communications from health plans or promotional advertisings in connection with our standard services.

SignatureEmail :

SignatureName : SignaturePosition :

Signature Terms

I have read and agree to the terms and conditions and further acknowledge
Print Terms and affirm the above stated name constitutes my legal and authorized signature.

EXHIBIT J

FINANCING DOCUMENTS

EXHIBIT J-1

GENEVA CAPITAL, LLC FINANCE DOCUMENTS

MASTER EQUIPMENT LEASE AGREEMENTAgreement #
Federal Tax #**CUSTOMER INFORMATION**

FULL LEGAL NAME OF CUSTOMER		STREET ADDRESS	
CITY	STATE	ZIP	PHONE
EQUIPMENT LOCATION:			

SUPPLIER INFORMATION

NAME OF SUPPLIER	STREET ADDRESS	CITY	STATE	ZIP	PHONE
------------------	----------------	------	-------	-----	-------

EQUIPMENT DESCRIPTION

Equipment Cost \$ _____

QUANTITY	ITEM DESCRIPTION	SERIAL #

RENTAL TERMS	RENTAL PAYMENT AMOUNT	SECURITY DEPOSIT
Term in months	Payments of \$. (w/o tax)	\$
Rent Commencement Date:	Plus applicable taxes	<u>ADVANCE PAYMENT</u>
	Rental Payment Period is monthly unless otherwise indicated	\$ 1,039.92

END OF LEASE TERMS: Provided the Lease has not terminated early and no event of default under the Lease has occurred, Customer shall have the following options at the end of the original term. 1. Purchase the equipment upon expiration of the Lease. 2. Renew the Lease per paragraph 1 of the Master Equipment Lease Agreement. 3. Return the Equipment to a location designated by Owner per paragraph 5 of the Master Equipment Lease Agreement.

THIS IS A NONCANCELABLE/IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED BY CUSTOMER.

MASTER TERMS AND CONDITIONS (This Lease Agreement contains provisions set forth on page 2 and any supplements and/or addendums, all of which are made part of this Agreement)

1. MASTER AGREEMENT: Customer agrees to rent from Owner the personal property described under "EQUIPMENT DESCRIPTION" and as modified by supplements and/or addendums to this Master Equipment Lease Agreement ("Agreement") from time to time signed by Customer and Owner (such property and any upgrades, replacements, repairs and additions are referred to as "Equipment"). Customer agrees to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of this Agreement. This Agreement may be modified only by written agreement, signed by Customer and Owner, and not by course of performance. The term of this Agreement will begin on the Rent Commencement Date and will continue from the first day of the following Rental Period for the number of consecutive months provided herein. **THE TERM WILL BE EXTENDED, IN ACCORDANCE WITH THE END OF LEASE TERMS, ON A MONTH TO MONTH RENTAL BASIS UNLESS CUSTOMER SENDS OWNER WRITTEN NOTICE OF CUSTOMER'S INTENTIONS AT LEAST THIRTY (30) DAYS BEFORE THE END OF THE ORIGINAL TERM.** Customer authorizes Owner to insert in this Agreement any serial numbers and other identification data about the Equipment, as well as any other omitted factual matters. This Agreement is the final agreement between the parties; any verbal or written communications prior to this Agreement were done for negotiation purposes only and are hereby superseded by this Agreement. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. (CONTINUE ON PAGE 2)

OWNER ACCEPTANCE

CUSTOMER ACCEPTANCE

If transmitted electronically, via facsimile, email or similar means you agree that we may treat electronic record or a paper copy of the output received from electronic transmission as an original of this written Agreement.

DATED: _____ 20 _____



DATED: _____ 20 _____



OWNER: GENEVA CAPITAL, LLC
522 Broadway St, Ste 4, Alexandria, MN 56308

CUSTOMER: _____

AUTHORIZED SIGNATURE: _____



AUTHORIZED SIGNATURE: X _____



TITLE: _____



TITLE: _____



PERSONAL GUARANTY: As additional consideration for Owner to enter into this Master Equipment Lease Agreement (“Agreement”), the undersigned (“You”) and for more than one guarantor, jointly, severally, absolutely, unconditionally, and continually personally guarantee or that the Customer will make all payments and meet all obligations required under this Agreement and any supplements thereto fully and promptly. You agree that Owner may make other arrangements with the Customer and You waive all notice of those changes and will remain responsible for any and all payment and obligations under the Agreement. Owner does not have to notify You if the Customer is in default. If the Customer defaults, You will immediately pay in accordance with the default provisions of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for Owner to proceed legally to enforce this Guaranty, this Agreement will be deemed fully executed and performed in, and will be governed by and construed in accordance with the state law in accordance with Owner’s or Its Assignee’s principal place of business. You expressly consent to jurisdiction of any state or federal court in Owner’s state or Its Assignee’s principal place of business or any other court so chosen by Owner. **YOU EXPRESSLY CONSENT TO GOVERNING LAW, VENUE PROVIDED HEREIN AND EXPRESSLY HEREBY WAIVE THE RIGHT TO TRIAL BY JURY FOR ANY CLAIMS, COUNTERCLAIMS, AND DEFENSES YOU MAY HAVE RELATED TO OR RELATING TO THIS AGREEMENT.** You agree to pay all costs, including attorneys’ fees and costs incurred in enforcement of this Guaranty. You agree to be bound by paragraph 14 of this Agreement. It is not necessary for Owner to proceed first against the Customer or the equipment before enforcing this Guaranty against You.

_____  _____  _____ 
Personal Guarantor (Printed Name) Personal Guarantor Signature DATE ONLY (DO NOT SIGN TITLE)

_____  _____  _____ 
Personal Guarantor (Printed Name) Personal Guarantor Signature DATE ONLY (DO NOT SIGN TITLE)

- 2. NON-CANCELABLE LEASE. This Agreement cannot be canceled or terminated except as expressly provided herein. THIS AGREEMENT IS A NON-CANCELABLE NET LEASE, AND CUSTOMER'S OBLIGATION TO PAY ALL RENT AND OWNER'S RIGHTS IN AND TO ALL RENT ARE ABSOLUTE AND UNCONDITIONAL. CUSTOMER WILL NOT BE ENTITLED TO ANY ABATEMENT OR REDUCTION OF RENT OR ANY SET-OFF AGAINST RENT FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING OR CLAIMED TO ARISE OUT OF STRICT OR ABSOLUTE TORT LIABILITY OR OWNER'S NEGLIGENCE. THIS AGREEMENT WILL NOT TERMINATE AND CUSTOMER'S OBLIGATIONS WILL NOT BE AFFECTED BY ANY DEFECT IN, DAMAGE TO, OR LOSS OF POSSESSION OR USE OF ANY OR ALL OF THE EQUIPMENT. OWNER AND CUSTOMER INTEND THAT ALL RENT WILL CONTINUE TO BE PAYABLE IN ALL EVENTS IN THE MANNER AND AT THE TIMES SET FORTH IN THIS AGREEMENT UNLESS THE OBLIGATION TO DO SO SHALL HAVE BEEN TERMINATED PURSUANT TO THE EXPRESS TERMS OF THIS AGREEMENT.**
3. RENT. Customer agrees rent is paid in advance and will be payable in installments, each in the amount of the basic rent payment shown plus any applicable sales tax, use tax, property tax, equipment protection fees, and late charges. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the Rent Commencement Date. Owner will have the right to apply all sums, received from Customer, to any amounts due and owed to Owner under the terms of this Agreement. Customer agrees that Customer owes Owner additional pro rata rent from date of the receipt of Equipment until the Rent Commencement Date and the Agreement begins. Provided no events of default have occurred, Owner will allow up to a five percent (5%) discount on the remaining stream of payments if Customer wishes to pay off early.
4. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of the Agreement, Customer agrees that as to software only: a) Customer has executed or will execute a separate software license agreement that Owner is not a party to and has no responsibilities whatsoever in regards to such license agreement or sensitive data stored on Equipment or software, b) Customer has selected such software as provided in paragraph 6 of this Agreement.
5. OWNERSHIP AND LOCATION OF EQUIPMENT: Owner has purchased the Equipment at the direction of Customer. Owner has sole ownership and title to the Equipment. Customer will keep and use the Equipment only at Customer's address shown on page 1 and Customer agrees not to move it unless Owner agrees to it in advance. At the end of the Agreement's term, Unless Equipment is purchased or the Lease is renewed, Customer will return the Equipment to a location Owner specifies at Customer's expense. The Equipment must have been inspected and tested by a source authorized by Owner and paid at Customer's expense documenting that the Equipment is in full working order, in complete repair and is in good retail condition acceptable to the Owner. The Owner, reserves the right to inspect the Equipment (by a source authorized by the Owner) at any time during normal business hours throughout the lease term. Customer agrees to remove any and all sensitive data stored on Equipment or software at Customer's expense.
- 6. WARRANTIES: OWNER MAKES NO WARRANTY THAT THE EQUIPMENT OR SOFTWARE IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT OR SOFTWARE IS MERCHANTABLE. CUSTOMER AGREES THAT CUSTOMER HAS SELECTED THE SUPPLIER AND EACH ITEM INCLUDED IN THIS LEASE BASED UPON CUSTOMER'S OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY OWNER. OWNER DOES NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT OR SOFTWARE. THE SUPPLIER IS NOT AN AGENT OF OWNER'S AND NOTHING THE SUPPLIER STATES CAN AFFECT CUSTOMER'S OBLIGATION UNDER THIS AGREEMENT.**

7. **LOSS OR DAMAGE:** Customer is responsible for the risk of loss, destruction of, or damage to the Equipment. No such loss or damage relieves Customer from the payment obligations under this Agreement. Customer will use the Equipment with due care and for the purpose for which it is intended. Customer will maintain the Equipment in good repair, condition and working order, and will furnish, at Customer's expense; all parts and services needed. All furnished parts will immediately become Owner's property and part of the Equipment of this Agreement. Customer agrees to promptly notify Owner in writing of any loss or damage and Customer will pay to Owner the total of all unpaid rental payments for the full Agreement term; plus the estimated fair market value of the Equipment at the end of the originally scheduled term. Any insurance proceeds will be paid to Owner and applied, at Owner's option, against any loss or damage. Customer will be liable for the balance due under this Agreement if insurance proceeds are insufficient to pay off the Lease.

8. **COLLATERAL PROTECTION, GENERAL LIABILITY INSURANCE & INDEMNITY.** Customer agrees to keep the Equipment fully insured against property damage and/or loss with Geneva Capital, LLC and its Assigns as Loss Payee in an amount not less than the Original Equipment Cost of \$. until this Agreement is terminated. Customer also agrees to obtain a \$500,000 comprehensive general liability insurance policy and to include Geneva Capital, LLC as an Additional Insured on the policy. Customer agrees to provide Owner with a complete certificate of insurance acceptable to Owner, before this Agreement begins. In the event the acceptable certificate is not received or later lapses, Customer further authorizes Owner as Customer's attorney-in-fact to enroll Customer in an equipment protection program through a third party insurance provider and Customer agrees to pay a monthly administrative surcharge to Owner. Owner is not responsible for any loss or injuries caused by the installation, use or removal of the Equipment. Customer agrees to hold Owner harmless and reimburse Owner for loss and to defend Owner against any claim for losses or injury caused by the Equipment. **NOTHING IN THIS PARAGRAPH WILL RELIEVE CUSTOMER OF CUSTOMER'S RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.**

9. **TAXES AND FEES:** Customer agrees to pay when due all taxes (including sales tax, personal property tax, fines and penalties) relating to this Agreement or the Equipment on a monthly basis. Personal property tax is to be calculated as 1/12th of the estimated tax due and payable annually including any estimated administrative fees that may be charged by Owner. If Owner pays any of the above for Customer, Customer agrees to reimburse Owner and to pay Owner a charge for Owner's handling or collecting of any taxes on Customer's behalf. Customer also agrees to pay Owner any filing fees prescribed by the Uniform Commercial Code or other law or, at Owner's option, a non-filing protection fee. Customer further agrees to pay Owner an origination fee on the date the first rental payment is due, to cover the expense of originating the Agreement. Customer agrees Owner may make a profit on any administrative surcharge, or processing of any taxes and/or fees.

10. **ASSIGNMENT: CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** Owner may sell, assign, or transfer this Agreement. Customer agrees that if Owner sells, assigns, or transfers this Agreement, the new owner will have the same rights and benefits that Owner has now and will not have to perform any of Owner's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or set offs that Customer may have against Owner.

11. **DEFAULT AND REMEDIES:** If Customer does not pay any rental payment or other sum due to Owner or Assignee when due or if Customer breaches any of Customer's obligations in the Agreement or any other agreement with Owner, Customer will be in default. If any part of a payment is not received by Owner within 4 days of its due date, Customer agrees to pay a late charge of 15% of the payment which is late or \$15.00, whichever is greater, or if less, the maximum charge allowed by law. If Customer is ever in default, Owner may retain Customer's security deposit, elect not to renew any or all time-out controls programmed within the Equipment, and at Owner's option, Owner can terminate, cancel, or accelerate this Agreement and require that Customer pay the remaining balance of this Agreement (discounted at 6%) and any purchase option due and/or return the equipment to Owner. Owner may recover interest on the unpaid balance at the rate of 8% per annum. Owner may also use any of the remedies available to Owner under Article 2A of the Uniform Commercial Code as enacted in the State of Minnesota or the law of Owner or Its Assignee's principal place of business or exercise any other remedy provided in law or equity. If any information supplied by Customer on the credit application or during the credit process is later found to have been falsified or misrepresented; Owner may file criminal charges against Customer and prosecute to the fullest extent of the law. If Owner refers this Agreement to an attorney or collection agency for collection, Customer agrees to pay Owner reasonable attorney and collection fees and actual court costs. If Owner has to take possession of the Equipment, Customer agrees to pay the cost of repossession including any damage to the Equipment or real property as a result of the repossession. Customer agrees that Owner will not be responsible to pay Customer any consequential or incidental damages for any default by Owner under this Agreement. Customer agrees that any delay or failure to enforce Owner's rights under this Agreement does not prevent Owner from enforcing any rights at a later time. Customer further authorizes Owner, upon any event of default, to obtain and use consumer credit reports as may be needed in the evaluation process to determine acceptable means of remedies and Customer waives any right or claim Customer may otherwise have under the Fair Credit Reporting Act in absence of this continuing consent. Customer hereby waives all rights under Article 2A Sections 508 – 522.

12. **UCC FILINGS AND FINANCIAL STATEMENTS.** Customer authorizes Owner to record a UCC-1 financing statement or similar instrument, and appoint Owner Customer's attorney-in-fact to execute and deliver such instrument, in order to show Owner's secured interest in the Equipment. It is further agreed that Customer's rights and remedies are governed exclusively by this Agreement and Customer waives any and all other rights and remedies. Customer agrees to provide updated financial information (including financial statements and/or tax returns) upon Owner's request.

13. **SECURITY DEPOSIT.** The security deposit is to secure Customer's performance under this Agreement. Customer will pay the security deposit on the date Customer signs this Agreement. In the event this Agreement is not fully completed or consummated, the security deposit will be retained by Owner to compensate Owner for Owner's documentation, processing, collection efforts and other expenses. If all conditions herein are fully complied with and provided there are no events of default to this Agreement per paragraph 11, the security deposit will be refunded to Customer after the return of the Equipment in accordance with paragraph 5 or the Agreement is paid in full.

14. LAW. THIS AGREEMENT WILL BE DEEMED FULLY EXECUTED AND PERFORMED IN OWNER'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS AND WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE STATE LAW IN ACCORDANCE WITH OWNER'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS. CUSTOMER EXPRESSLY CONSENTS TO JURISDICTION OF ANY STATE OR FEDERAL COURT IN OWNER'S STATE OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS OR ANY OTHER COURT SO CHOSEN BY OWNER. CUSTOMER EXPRESSLY CONSENTS TO GOVERNING LAW, VENUE PROVIDED HEREIN AND EXPRESSLY HEREBY WAIVES THE RIGHT TO TRIAL BY JURY FOR ANY CLAIMS, COUNTERCLAIMS, AND DEFENSES CUSTOMER MAY HAVE RELATED TO OR RELATING TO THIS AGREEMENT.

 _____
AUTHORIZED SIGNATURE

 _____
DATE

Geneva Capital, LLC
522 Broadway St, Ste 4
Alexandria, MN 56308
320-762-8400

Credit Release Language

Credit Release & Information Verification:

By signing this application the applicant(s) certifies that all information contained in this application, and all attachments hereto, are true and accurate to the best of the applicant(s) knowledge and are made for the purpose of obtaining credit for business purposes, and not for personal or family use. The applicant(s) hereby authorize Geneva Capital, LLC and its assigns to obtain and use consumer credit reports on the undersigned, now and from time to time, as may be needed in the credit evaluation and review process and waives any right or claim the applicant(s) would otherwise have under the Fair Credit Reporting Act in absence of this continuing consent. The applicant(s) further authorize any government agency, bank or financial institution to release credit information on the applicant's(s) accounts to Geneva Capital, LLC and its assigns. If credit is extended, Applicant agrees that submitting an electronic, photocopy or facsimile copy of a signed authorization shall be deemed to be binding, valid, genuine and authentic as an original-signature document for all purposes. The applicant(s) further authorize Geneva Capital, LLC to mail, fax or e-mail solicitations of future lease financing services to applicant.

X _____

EXHIBIT J-2

BAYCAP FINANCE DOCUMENTS

EXHIBIT J-2-1

423 S. Pacific Coast Hwy, Suite 201
Redondo Beach, CA 90277
Tel: (310) 944-9900
Fax: (310) 944-9947
www.baycap.net

Agreement # _____

_____, 20__

Dear _____,

Thank you for selecting Baycap for your financing needs. The attached legal documents are required to complete the transaction. Please read through this instruction letter carefully and sign your name where indicated. **Do not make any changes to the documents.** In the event that Baycap is required to prepare and send additional or replacement documents, you may be assessed an additional documentation fee.

Please provide your Federal Tax ID number: _____

A representative of Baycap, LLC will be contacting you to conduct a telephone audit to review the terms of your contract. In your absence, you may opt to authorize an alternate person to complete the telephone audit with Baycap by completing the attached optional authorization addendum.

Please provide additional billing contact information as is applicable to your company:

Billing Contact(s):

Name: _____	Name: _____
Phone: _____	Phone: _____
E-Mail: _____	E-Mail: _____

After you have signed all the documents, make a copy for yourself. Return all of the documents via overnight delivery to:

Baycap, LLC
423 S Pacific Coast Hwy, Suite 201
Redondo Beach, CA 90277

Please also include:

- A check made payable to **Baycap, LLC** for the initial deposit of **\$0.00** which includes a documentation and processing fee. The deposit check must be drawn from the _____ business checking account.
- A clear copy of each signors driver's license, including those of any and all persons signing as witnesses.

Please feel free to contact _____ at 310-944-9900 if you have any questions.

Thank you,

Funding Administrator



423 S. Pacific Coast Hwy, Suite 201
 Redondo Beach, CA 90277
 www.baycap.net

EQUIPMENT LEASE AGREEMENT

Agreement # _____

This document was written in "Plain English". The words YOU and YOUR refer to the customer. The words WE, US and OUR refer to the Lessor. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

THIS IS A NONCANCELABLE/IRREVOCABLE LEASE. THIS LEASE CANNOT BE CANCELLED OR TERMINATED.

CUSTOMER INFORMATION Federal Tax ID # _____

 FULL LEGAL NAME OF CUSTOMER

 D/B/A

 STREET ADDRESS

 CITY STATE ZIP PHONE

 EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION

 NAME OF SUPPLIER

 STREET ADDRESS

 CITY STATE ZIP PHONE

EQUIPMENT DESCRIPTION

Qty	Item Description	Model No.	Serial Number
-----	------------------	-----------	---------------

PAYMENT TERMS

Term in Months: _____
 Payment Months 1 – __: \$0.00 (Plus Applicable Sales Taxes)
 # Advance Payments: _____
 Security Deposit: \$0.00
 Documentation Fee: \$0.00
 Total Advance Payment: \$0.00
 End of Term: Fair Market Value Purchase Option

CONTINUING GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you"), jointly and severally, unconditionally personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including reasonable attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer or the Equipment before enforcing this guaranty. By signing this guaranty, you authorize us and any assignee to obtain credit bureau reports for credit and collection purposes.

X _____
 Signature Date

Customer agrees that by providing us with a telephone number for a cellular phone or other wireless device, Customer is expressly consenting to receiving communications (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from Lessor, or its assigns, and its affiliates and agents at that number. This express consent applies to each such telephone number you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ACCEPTANCE DATED: _____

CUSTOMER: _____

SIGNATURE: **X** _____

TITLE: _____

LESSOR ACCEPTANCE DATED: _____

LESSOR: Baycap, LLC

SIGNATURE: **X** _____

TITLE: _____

TERMS AND CONDITIONS

1. LEASE AGREEMENT: You agree to lease from us the personal property described under "EQUIPMENT DESCRIPTION" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. Equipment located in various states is subject to sales tax laws which require that tax be paid up front. You authorize us to advance tax. You authorize us to insert or correct missing information on this lease including your proper legal name, address, serial numbers and any other numbers describing the Equipment.

2. RENT AND ADVANCE PAYMENTS: Rent will be payable in installments, each in the amount of the basic lease payment shown plus any applicable sales tax, use tax, or property tax as indicated on the front of the Agreement. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not commenced for any reason, the total Advance Payment and any and all other monies collected will be retained by us to compensate us for our documentation, processing and other expenses at our sole discretion. If for any reason, your check is returned for nonpayment, a \$35.00 bad check charge will be assessed and be immediately due.

3. INTERIM RENT: You agree to pay to Lessor interim rent. Interim rent shall be a pro-rated amount equal to 1/30th of the monthly rental, multiplied by the number of days between the equipment acceptance date and the first payment due date. In the event that all monthly payments are not equal, interim rent will be calculated from the most common monthly payment.

4. END OF TERM: At the end of the initial term or any renewal term, if the End of Term payment type shown on the front of the Agreement is listed as a purchase option and you provide us written notice at least 60 days before the expiration of the term, you will have the option to (a) Purchase the equipment from us on a "where is, as is" basis for the amount indicated on the front of the Agreement, payable in a single sum, which may be a percentage of the amount originally invoiced to us by all suppliers, (b) Return the equipment per the terms of paragraph 5 or (c) Renew the Agreement under the same terms on a monthly basis. Failure to notify us of which option is to be exercised will constitute exercise of the Renewal Option. If the End of Term payment type shown on the front of the Agreement is a Purchase Upon Termination (P.U.T.), you are obligated to pay the amount indicated, payable in a single sum, which may be a percentage of the amount originally invoiced to us by all suppliers. If the End of Term payment is less than \$150.00, no notice is required under the Agreement.

5. LOCATION AND RETURN OF EQUIPMENT: You will keep and use the Equipment only at your address shown on the front of the Agreement and you agree not to move it unless we agree to it. We may inspect the Equipment at any time during normal business hours. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair. If any repairs are needed to restore the equipment to retail, resalable condition, you will reimburse us for repair costs.

6. SECURITY DEPOSIT: The security deposit is payable upon execution and non interest bearing and is to secure your performance under this Agreement and may be commingled with our other assets. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 13, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 5 or purchase of the equipment in accordance with paragraph 4.

7. OWNERSHIP OF EQUIPMENT AND UCC FILINGS: We are the owner of the Equipment and have sole title to the Equipment (excluding software). You agree to keep the equipment free and clear of all liens, claims and encumbrances. You grant us a security interest in the equipment if this agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

8. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, OR THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER. If Agreement includes financing for software licenses, then you agree that as to such software: (a) We have not had, do not have, nor shall have any title to such software, but instead is only providing financing for the license(s). (b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever, e.g., fees or other payments, in regard to such license agreement and supplier is solely responsible for all support, billing and collection of which may be done by us. (c) You have selected such software. (d) Your payment and other obligations under this Agreement shall in no way be diminished on account of or in any way related to the above said software license agreement and/or the supplier's obligations. WE MAKE ABSOLUTELY NO WARRANTY OF ANY KIND IN REGARDS TO SUCH SOFTWARE AND HAVE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR PERFORMANCE OF SUCH SOFTWARE.

9. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the total of all unpaid lease payments for the full lease term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

Agreement # _____

10. INSURANCE AND INDEMNITY: You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than the replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with a minimum limit of \$1,000,000 from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, at our sole discretion, we may waive this requirement and we will bill you and you will pay a monthly property damage surcharge of up to .0035 of the original equipment cost related to our administrative costs, and credit risk and other costs and on which we may make a profit. As long as you are not in default at the time of the loss (excluding losses resulting from intentional acts), the remaining balance owed on the Agreement will be forgiven under this program. You cannot be in default and benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT. YOU WILL BE IN DEFAULT IF YOU DO NOT HAVE AN INSURANCE POLICY(IES) IN PLACE AT ALL TIMES DURING THE TERM OF THE AGREEMENT WITH COVERAGES AND LIMITS OUTLINED ABOVE. We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for costs, losses or injury caused by the Equipment or its use or related to this Agreement. Your indemnity obligation includes any cost, expense or liability we incur, including court costs, attorney fees, interest and penalties.

11. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. We will file all personal property, use or other tax return and you agree to pay us a processing fee for making such filings. In addition, you also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs and expenses involved in documenting, servicing and terminating this transaction. You also acknowledge that in addition to the lease payments, we may assess and you may be required to pay additional taxes and/or fees. Such fees may not only cover our costs they may also include a profit.

12. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. You understand that we, without prior notice, have the right to assign this Agreement to another financing source without your consent to such assignment. You understand that our assignee will have the same rights and benefits but they do not have to perform any of our obligations, which will remain with us. You agree that the rights of assignee will not be subject to any claims, defenses, or setoffs that you may have against us.

13. DEFAULT AND REMEDIES: If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If you have misrepresented any information, knowingly or unknowingly, regarding the equipment, your business or personal credit or financial condition, you will be in default. If you fail to have an insurance policy(ies) in place or fail to provide us certificates or other evidence of such insurance policy(ies) at any time during the term of the Agreement, you will be in default. If you declare bankruptcy or insolvency or if you dissolve or terminate your entity existence or take actions regarding the cessation or winding up of your business affairs, you will be in default. If any part of a payment is late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and any and all other monies collected and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 4%); (2) the amount of any end of term payment and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and return the equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of California or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

14. LAW: This Agreement will be deemed fully executed and performed in the State of California or in the home state of our assignee as it may be assigned per paragraph 12. This Agreement shall be governed by and construed in accordance with the laws of the State of California or the laws of the home state of our assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of California and County of Los Angeles or in the home state and county, parish, or borough of our assignee as it may be assigned per paragraph 12 and waive the right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. Furthermore, you waive the defense of inconvenient forum.

15. DELIVERY OF ORIGINALS AND FINANCIAL INFORMATION: You agree to submit the original master lease documents with the total advance payment and any security deposit to Lessor or its assignee via overnight courier the same day of the facsimile or other electronic transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed or other electronic copy of this agreement with appropriate signatures on the document. Lessee waives the right to challenge in court the authenticity of a faxed or other electronic copy of this agreement and the faxed or electronic copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 13. During the term of this Agreement, you agree to provide us in a timely fashion with all credit information, financial statements and copies of federal or state tax returns as we may reasonably request.

X

Customer Signature

Title



423 S. Pacific Coast Hwy, Suite 201
Redondo Beach, CA 90277
www.baycap.net

NOTARY SIGNATURE VERIFICATION

Agreement # _____

THIS DOCUMENT MUST BE COMPLETED IN THE PRESENCE OF A NOTARY PUBLIC.

Agreement Number: _____

Customer Name: _____

Individual Signor's Name:

By: **X** _____
(Signature)

Name: _____

Individual Signor's Name:

By: **X** _____
(Signature)

Name: _____

NOTARY CERTIFICATE OF ACKNOWLEDGMENT

State of _____ County/Parish/Borough of _____

On _____ (Date) before me, _____ (Here insert the name and title of the officer),

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

NOTE: A FACSIMILE OF THIS VERIFICATION WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.



423 S. Pacific Coast Hwy, Suite 201
 Redondo Beach, CA 90277
 www.baycap.net

PROGRESS PAYMENT ADDENDUM

Agreement # _____

Addendum to Agreement # _____ dated _____, between _____ as Customer and Baycap, LLC as Lessor.

You acknowledge that you understand and agree that in the event you are not satisfied with the delivery or installation of the Equipment that you shall only look to persons other than Lessor such as the manufacturer, installer, or Supplier and shall not assert against Lessor any claim or defense you may have with reference to the Equipment, its delivery or non-delivery, or its installation. Upon your signing below, you authorize us to pay the below Supplier and your promises herein will be irrevocable and unconditional in all respects and payments shall begin immediately and shall be due continuously hereafter. In reliance on your promise to pay we will **purchase the Equipment from the Supplier, and you may contact the Supplier for your warranty rights (if any, which we transfer to you) which are not the Lessor's responsibility.**

_____ is the Supplier for the equipment and the Customer understands that payments shall begin on the same date that the Customer executes this agreement and shall be continuous thereafter per the terms of the Agreement.

_____ will be paid to Supplier upon execution of this agreement.

_____ will be paid to Supplier upon delivery.

_____ will be paid to Supplier upon final verbal verification by Customer after completion of delivery and installation.

In consideration of our offering this option and to compensate us for our additional cost, you further agree to pay an additional fee up to \$100. This fee is due on the date the first Agreement payment is due.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. **This Addendum supersedes any delivery and acceptance or certificate of acceptance** but in all other respects the terms and conditions of the Agreement remain in full force and effect.

Baycap, LLC

 Lessor

 Customer

X

 Signature

X

 Signature

 Title

 Title

 Date

 Date

NOTE: SIGNOR OF THIS ADDENDUM MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS ADDENDUM WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

423 S. Pacific Coast Hwy, Suite 201
Redondo Beach, CA 90277
www.baycap.net

REQUEST FOR CERTIFICATE OF INSURANCE

Agreement # _____

Date: _____

TO: Customer's Insurance Agent

Name of Agency: _____

Address: _____

City, State Zip: _____

Agent: _____

Phone: _____

Fax: _____

E-Mail: _____

We have entered into an Agreement with Baycap, LLC. This is a "NET" Agreement and we are responsible for the insurance. The insurance policy must be for the full replacement cost and include a provision for the following requirements:

COMPREHENSIVE GENERAL LIABILITY/PROPERTY DAMAGE COVERAGE:

PLEASE SHOW AS ADDITIONAL INSURED AND LOSS PAYEE ON THE CERTIFICATE OF INSURANCE:

Baycap, LLC and/or its Assigns
423 S. Pacific Coast Hwy, Suite 201
Redondo Beach, CA 90277

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above named Additional Insured and Loss Payee via fax or e-mail with an original sent to Baycap by U.S. mail within 30 days.

This Certificate should indicate the following: "It is agreed that Baycap, LLC will be notified in writing 10 days prior to cancellation or other material change in the conditions of this policy".

Customer

Signature

Title

Date

NOTE: SIGNOR OF THIS AGREEMENT MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.



423 S. Pacific Coast Hwy, Suite 201
 Redondo Beach, CA 90277
 www.baycap.net

WAIVER AND CONSENT FORM

Agreement # _____

Reference is made to that certain Agreement dated _____ between _____ as ("Customer") and Baycap, LLC as ("Lessor"), covering the personal property described therein and personal property listed on any supplements to that Agreement ("Personal Property") located at:

_____ (Street Address) ("Premises")

in which the undersigns holds an interest (either as owner or lienholder). In this connection, Lessor require his Waiver and Consent so that said Personal Property will not be deemed real estate or subject to any claims of the undersigned.

In consideration of Lessor entering into said Agreement, the undersigned owner or lienholder of Premises on which the Personal Property will be placed agrees as follows:

1. It is the intention of all parties that said Personal Property regardless of the manner or attachment shall remain personal property and shall not become realty as a result of being placed in said Premises.
2. The undersigned hereby expressly consents to the installation of the Personal Property on the Premises and waives all right, title, and interest in and to said Personal Property and agrees that Lessor may, at a reasonable time, enter upon the Premises for the purpose of removing said Personal Property regardless of the manner by which it is attached to realty, and may remove and retake said Personal Property without interference. Lessor will reimburse the undersigned for a reasonable amount for damage caused in the removal of the Personal Property but will not be responsible for returning the Premises to the condition that existed prior to installation of the Personal Property. If a password is required for access to the Premises or the Personal Property, the undersigned agrees to provide same to Lessor or its agent upon request. Lessor will have no responsibility for any past due rent or other fees, charges or amounts owed by Customer to the undersigned.
3. The undersigned further waives each and every right now or hereafter possessed under the laws of the State of California or any other state where the Premises are located and/or by virtue of the provisions of any lease covering said Premises now in effect or hereafter executed to levy on or distraint for rent against the Personal Property.
4. The undersigned will give Lessor at least 30 days written notice upon the termination of any lease or space agreement or foreclosure of any mortgage covering the Premises and will allow Lessor access to the Premises to remove the Personal Property.
5. If there are any conflicting terms between this Waiver and Consent form and the lease or space agreement covering the Premises between Customer and the undersigned, this Waiver and Consent form shall control.

The complete legal land description of such street address is:

In the City of _____

State of _____

County of _____

 Landlord/Mortgagee Name

 Signature

 Address

 Telephone Number

 Facsimile Number

 Date

NOTE: A FACSIMILE OF THIS WAIVER WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.



423 S. Pacific Coast Hwy, Suite 201
Redondo Beach, CA 90277
www.baycap.net

ELECTRONIC PAYMENT FORM

Agreement # _____

_____ hereby requests and authorizes Lessor or its assigns to initiate debit and/or credit entries on the due date per this Agreement for the agreed amount due per Agreement # _____ to the Depository Account designated below and authorizes the Depository Financial Institution (Bank) designated below to debit and/or credit same to such account. This Agreement shall continue until the termination of Agreement # _____ per the terms listed on the schedule or until Lessor or its assigns has received written notification, return receipt requested from Customer, of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act on it.

Name of Bank

City/State/Zip

Bank Transit / ABA No.

Account Number

Please Print Name and Title of Authorized Signer

PLEASE ATTACH A VOIDED CHECK COPY FOR ACCOUNT VERIFICATION

By signing this payment form, Customer acknowledges the above change to the Agreement and authorizes Lessor to make such change. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Customer

X_____
Signature

Title

Date

NOTE: SIGNOR OF THIS AGREEMENT MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.



423 S. Pacific Coast Hwy, Suite 201
 Redondo Beach, CA 90277
 www.baycap.net

**AUTHORIZATION ADDENDUM –
 CUSTOMER OPTION**
 Agreement # _____

Addendum to Agreement # _____ between Baycap, LLC as Lessor or Secured Party and _____ as Customer. **Completion of this Authorization Addendum is at the sole option of Customer and is not required by Baycap to finalize the Agreement.** In the event that this document is not returned, Baycap will conduct the verification of the agreement terms and supplier payment authorization with the signor on the front of the Agreement or other customer contacts previously provided to Baycap.

The following listed person(s) are hereby authorized to conduct the verification of the agreement terms with a representative of Baycap and to authorize payment to the Supplier(s). Alternate authorized contacts may be added in the numbered area provided. If additional alternate authorized contacts are needed, please print, complete, and sign additional copies of this document.

1. _____
 Authorized Individual's Name Authorized Individual's Title

Contact Phone Number Alternate Phone Number Best Time to Call

2. _____
 Alternate Authorized Individual's Name Alternate Authorized Individual's Title

Contact Phone Number Alternate Phone Number Best Time to Call

Optional Selections:

I, the undersigned, **do not authorize** an alternate contact to conduct the verification, including any alternate contact listed above. Please only contact me to conduct the verification.

I, the undersigned, prefer to perform this verification via e-mail. Please send an e-mail to me at the following address: _____.

I, the undersigned, authorize this verification to be performed via e-mail to the Alternate Authorized Individual listed above. Please send an e-mail to him/her at the following address:

Alternate Authorized Individual's Name E-Mail Address

The undersigned hereby certifies, represents and warrants that the individual(s) listed above are authorized for and on behalf of _____ to confirm and verify details of the above referenced agreement, including, but not limited to, the receipt and functionality of the equipment, the terms and conditions of the agreement, and to authorize payment to the supplier(s).

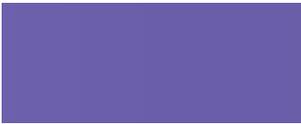
_____ Customer

_____ Signature

_____ Title

_____ Date

NOTE: SIGNOR OF THIS ADDENDUM MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS ADDENDUM WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.



423 S. Pacific Coast Hwy, Suite 201
Redondo Beach, CA 90277
www.baycap.net

ACCEPTANCE OF DELIVERY Agreement # _____

You certify that all the equipment listed on the above referenced Agreement has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the supplier on the above referenced Agreement for your warranty rights, which we transfer to you for the term of the Agreement. Your approval as indicated below of our purchase of the equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

Customer warrants that the present location of the equipment is:

Customer

Signature

Title

Date

NOTE: SIGNOR OF THIS AGREEMENT MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

EXHIBIT J-2-2



423 S. Pacific Coast Hwy, Suite 201
 Redondo Beach, CA 90277
 Tel: (310) 944-9900
 Fax: (310) 944-9947
 www.baycap.net

Agreement # _____

_____, 20____

Dear Sir or Madam,

Thank you for selecting Baycap for your financing needs. The attached legal documents are required to complete the transaction. Please read through this instruction letter carefully and sign your name where indicated. **Do not make any changes to the documents.** In the event that Baycap is required to prepare and send additional or replacement documents, you may be assessed an additional documentation fee.

Please provide your Federal Tax ID number: _____

A representative of Baycap, LLC will be contacting you to conduct a telephone audit to review the terms of your contract. In your absence, you may opt to authorize an alternate person to complete the telephone audit with Baycap by completing the attached optional authorization addendum.

Please provide additional billing contact information as is applicable to your company:

Billing Contact(s):

Name: _____	Name: _____
Phone: _____	Phone: _____
E-Mail: _____	E-Mail: _____

After you have signed all the documents, make a copy for yourself. Return all of the documents via overnight delivery to:

Baycap, LLC
 423 S Pacific Coast Hwy, Suite 201
 Redondo Beach, CA 90277

Please also include:

- A check made payable to **Baycap, LLC** for the initial deposit of _____ which includes a documentation and processing fee. The deposit check must be drawn from your business checking account.
- A clear copy of each signors driver's license, including those of any and all persons signing as witnesses.

Please feel free to contact Baycap at 310-944-9900 if you have any questions.

Thank you,

Funding Department



423 S. Pacific Coast Hwy, Suite 201
 Redondo Beach, CA 90277
 www.baycap.net

EQUIPMENT FINANCE AGREEMENT

Agreement # _____

This document was written in "Plain English". The words YOU and YOUR refer to the customer. The words WE, US and OUR refer to the Secured Party. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

THIS IS A NONCANCELABLE/IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

CUSTOMER INFORMATION

Federal Tax ID # 12-3456789

 FULL LEGAL NAME OF CUSTOMER

 D/B/A

 STREET ADDRESS

 CITY STATE ZIP PHONE

 EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION

 NAME OF SUPPLIER

 STREET ADDRESS

 CITY STATE ZIP PHONE

EQUIPMENT DESCRIPTION

Qty	Item Description	Model No.	Serial Number

PAYMENT TERMS

Term in Months: 36
 Payment Month 1: \$0.00
 Payment Months 2 – 36: \$0.00
 # Advance Payments: 1
 Security Deposit: \$0.00
 Documentation Fee: \$0.00
 Total Advance Payment: \$0.00
 End of Term: \$0.00

CONTINUING GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you"), jointly and severally, unconditionally personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer or the Equipment before enforcing this guaranty. By signing this guaranty, you authorize us and any assignee to obtain credit bureau reports for credit and collection purposes.

X

 Signature Date

X

 Signature Date

Customer agrees that by providing us with a telephone number for a cellular phone or other wireless device, Customer is expressly consenting to receiving communications (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from Secured Party, or its assigns, and its affiliates and agents at that number. This express consent applies to each such telephone number you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ACCEPTANCE DATED: _____

CUSTOMER:

SIGNATURE: **X** _____

TITLE: _____

SECURED PARTY ACCEPTANCE

DATED: _____

SECURED PARTY: Baycap, LLC

SIGNATURE: **X** _____

TITLE: _____

TERMS AND CONDITIONS

1. FINANCE AGREEMENT: Subject to the terms of this Equipment Finance Agreement signed by you and us, rather than pay cash, you have chosen to request we finance for you the purchase price of personal property described under "EQUIPMENT DESCRIPTION" and as modified by supplements to this Master Agreement (such personal property and any upgrades, replacements, repairs and additions referred to as "Equipment") which you will use for business purposes only. You hereby grant to us a first priority, purchase money security interest in the Equipment and its proceeds to secure your obligations hereunder and under all other agreements with us, and you agree to all of the terms and conditions contained in this Agreement which together are a complete statement of our agreement regarding the Equipment (this "Agreement"). This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this agreement including your proper legal name, address, serial numbers and any other numbers describing the Equipment.

2. PAYMENTS AND TOTAL ADVANCE PAYMENT: Payments will be paid in installments, each in the amount of the payment shown on the front of the Agreement. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not commenced for any reason, the Total Advance Payment and any and all other monies collected will be retained by us to compensate us for our documentation, processing and other expenses at our sole discretion. If for any reason, your check or payment is returned or rejected for nonpayment, a \$35.00 bad check charge will be assessed and be immediately due.

3. INTERIM RENT: You agree to pay to Secured Party interim rent. Interim rent shall be a pro-rated amount equal to 1/30th of the monthly rental, multiplied by the number of days between the equipment acceptance date and the first payment due date. In the event that all monthly payments are not equal, interim rent will be calculated from the most common monthly payment.

4. NONCANCELLABLE AGREEMENT AND PREPAYMENT: This is a noncancellable agreement and may not be cancelled by you for any reason whatsoever. You may prepay only in accordance herewith. In the event you decide that this Agreement is to be paid off prior to end of full term, you will pay us all amounts due plus all future payments discounted to a present value using a 4% annual rate (in addition to all other accrued and unpaid charges including but not limited to fees and taxes). You will make all payments whether or not you are satisfied with the Equipment and without deduction for any claim you may have against the supplier of the Equipment or against us.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown on the front of the Agreement and you agree not to move it unless we agree to it. We may inspect the Equipment at any time during normal business hours.

6. SECURITY DEPOSIT: The security deposit is payable upon execution and non interest bearing and is to secure your performance under this Agreement and may be commingled with our other assets. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 13, the security deposit will be refunded to you upon receipt of all payments due.

7. OWNERSHIP OF EQUIPMENT AND UCC FILINGS: You are the owner of the Equipment. You agree to keep the equipment free and clear of all liens, claims and encumbrances. You grant us a security interest in the equipment and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

8. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, OR THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER. If Agreement includes financing for software licenses, then you agree that as to such software: (a) we have not had, do not have, nor shall have, any title to such software, but instead are only providing financing for the license(s). (b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever, e.g., fees or other payments, in regard to such license agreement and supplier is solely responsible for all support, billing and collection of which may be done by us. (c) You have selected such software. (d) Your payment and other obligations under this Agreement shall in no way be diminished on account of or in any way related to the above said software license agreement and/or the supplier's obligations. WE MAKE ABSOLUTELY NO WARRANTY OF ANY KIND IN REGARDS TO SUCH SOFTWARE AND HAVE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR PERFORMANCE OF SUCH SOFTWARE.

9. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid payments for the full term discounted at four percent (4%). Any proceeds of insurance will be paid to us and credited against the outstanding balance.

10. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. In addition, you also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs and expenses involved in documenting, servicing and terminating this transaction. You also acknowledge that in addition to the payments, we may assess and you may be required to pay additional taxes and/or fees. Such fees may not only cover our costs they may also include a profit.

Agreement # _____

11. INSURANCE AND INDEMNITY: You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than the replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with a minimum limit of \$1,000,000 from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, at our sole discretion, we may waive this requirement and we will bill you and you will pay a monthly property damage surcharge of up to .0035 of the original equipment cost related to our administrative costs, and credit risk and other costs and on which we may make a profit. As long as you are not in default at the time of the loss (excluding losses resulting from intentional acts), the remaining balance owed on the Agreement will be forgiven under this program. You cannot be in default and benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT. YOU WILL BE IN DEFAULT IF YOU DO NOT HAVE AN INSURANCE POLICY(IES) IN PLACE AT ALL TIMES DURING THE TERM OF THE AGREEMENT WITH COVERAGES AND LIMITS OUTLINED ABOVE. We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for costs, losses or injury caused by the Equipment or its use or related to this Agreement. Your indemnity obligation includes any cost, expense or liability we incur, including court costs, attorney fees, interest and penalties.

12. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. You understand that we, without prior notice, have the right to assign this Agreement to another financing source without your consent to such assignment. You understand that our assignee will have the same rights and benefits but they do not have to perform any of our obligations, which will remain with us. You agree that the rights of assignee will not be subject to any claims, defenses, or setoffs that you may have against us.

13. DEFAULT AND REMEDIES: If you do not pay any payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If you have misrepresented any information, knowingly or unknowingly, regarding the equipment, your business or personal credit or financial condition, you will be in default. If you fail to have an insurance policy(ies) in place or fail to provide us certificates or other evidence of such insurance policy(ies) at any time during the term of the Agreement, you will be in default. If you declare bankruptcy or insolvency or if you dissolve or terminate your entity existence or take actions regarding the cessation or winding up of your business affairs, you will be in default. If any part of a payment is late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and any and all other monies collected and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 4%) and (2) unless you have paid the amount in (1), return the equipment to us to a location designated by us at your expense. We may sell, lease or otherwise dispose of all or any part of the Equipment at public or private sale, with or without notice and may bid on and purchase the Equipment or any part of it at such sale. The proceeds of sale, lease or other disposition shall first be applied to all costs and expenses incurred in taking, removing, holding, repairing and selling or otherwise disposing of the Equipment, attorney fees and court costs, and our other obligations hereunder (excluding repayments); then to pay all sums remaining unpaid hereunder, with any remaining surplus belonging to you. You will be obligated to pay any deficiency remaining after such application of proceeds. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 9 of the Uniform Commercial Code as enacted in the State of California or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive any rights under Article 2A (508-522) of the UCC.

14. LAW: This Agreement will be deemed fully executed and performed in the State of California or in the home state of our assignee as it may be assigned per paragraph 12. This Agreement shall be governed by and construed in accordance with the laws of the State of California or the laws of the home state of our assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of California and County of Los Angeles or in the home state and county, parish, or borough of our assignee as it may be assigned per paragraph 12 and waive the right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. Furthermore, you waive the defense of inconvenient forum.

15. DELIVERY OF ORIGINALS AND FINANCIAL INFORMATION: You agree to submit the original master finance documents with the total advance payment and any security deposit to Secured Party or its assignee via overnight courier the same day of the facsimile or other electronic transmission of the finance documents. Should we fail to receive these originals, you agree to be bound by the faxed or other electronic copy of this agreement with appropriate signatures on the document. Customer waives the right to challenge in court the authenticity of a faxed or other electronic copy of this agreement and the faxed or electronic copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 13. During the term of this Agreement, you agree to provide us in a timely fashion with all credit information, financial statements and copies of federal or state tax returns as we may reasonably request.

X

Customer Signature Title



423 S. Pacific Coast Hwy, Suite 201
Redondo Beach, CA 90277
www.baycap.net

PAY PROCEEDS DIRECTION
Agreement # _____

TO: Baycap, LLC

RE: Equipment Finance Agreement # _____ dated _____, between the undersigned _____ and Baycap, LLC.

You are hereby irrevocably instructed to disburse from the proceeds of the Financing Agreement evidenced by the above-referenced instruments the respective amounts to the respective payees designated below:

<u>Amount</u>	<u>Payee Name and Address</u>
<u>\$0.00</u>	

Disbursement by you in accordance with the foregoing instructions shall be and constitute payment and delivery to and receipt by us of any and all of such proceeds.

Customer

Signature

Title

Date

NOTE: SIGNOR OF THIS PAY PROCEEDS DIRECTION MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

NOTARY SIGNATURE VERIFICATION

Agreement # _____

THIS DOCUMENT MUST BE COMPLETED IN THE PRESENCE OF A NOTARY PUBLIC.

Agreement Number: _____

Customer Name: _____

Individual Signor's Name:

By: **X** _____
(Signature)

Name: _____

Individual Signor's Name:

By: **X** _____
(Signature)

Name: _____

NOTARY CERTIFICATE OF ACKNOWLEDGMENT

State of _____ County/Parish/Borough of _____

On _____ (Date) before me, _____ (Here insert the name and title of the officer),

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

NOTE: A FACSIMILE OF THIS VERIFICATION WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.



423 S. Pacific Coast Hwy, Suite 201
 Redondo Beach, CA 90277
 www.baycap.net

**SUPPLIER PREFUNDING-
 PROGRESS PAYMENT ADDENDUM**
 Agreement # _____

Addendum to Agreement # _____ between _____ as Customer and Baycap, LLC as Lessor or Secured Party.

You acknowledge that you have selected the Supplier(s) of the Equipment and not Baycap and that the Supplier(s) listed below has requested a partial or full payment of its invoice in advance of the complete delivery and installation of all of the Equipment from all suppliers. You understand and agree that in the event you are not satisfied with the delivery or installation of any of the Equipment that you shall only look to persons other than Baycap such as the manufacturer, installer, or Supplier and shall not assert against Baycap any claim or defense you may have with reference to the Equipment, its delivery or non-delivery, or its installation. Upon your signing below, you authorize us to pay the below Supplier(s) and your promises herein will be irrevocable and unconditional in all respects and payments under the Agreement shall begin immediately and shall be due continuously hereafter. In reliance on your promise to pay we will **purchase the Equipment from the Supplier(s), and you may contact the Supplier(s) for your warranty rights (if any, which we transfer to you) which are not Baycap's responsibility.**

The Supplier(s) is listed below for the equipment and **the Customer understands that payments, including interim rent as defined in the Agreement, shall begin on the same date that the Customer executes this addendum and shall be continuous thereafter per the terms of the Agreement.**

Supplier Name	Amount or Percentage of Invoice to be paid to Supplier upon execution of this addendum	Amount or Percentage of Invoice to be paid to Supplier upon delivery of Equipment	Amount or Percentage of Invoice to be paid to Supplier upon final verification by Customer after completion of delivery and installation
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Baycap to make such changes. **This Addendum supersedes any delivery and acceptance or certificate of acceptance** but in all other respects the terms and conditions of the Agreement remain in full force and effect.

Baycap, LLC
 Lessor / Secured Party

 Customer

X

 Signature

X

 Signature

 Title

 Title

 Date

 Date

NOTE: SIGNOR OF THIS ADDENDUM MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS ADDENDUM WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.



423 S. Pacific Coast Hwy, Suite 201
Redondo Beach, CA 90277
www.baycap.net

REQUEST FOR CERTIFICATE OF INSURANCE

Agreement # _____

Date: _____

TO: Customer's Insurance Agent

Name of Agency: _____

Address: _____

City, State Zip: _____

Agent: _____

Phone: _____

Fax: _____

E-Mail: _____

We have entered into an Agreement with Baycap, LLC. This is a "NET" Agreement and we are responsible for the insurance. The insurance policy must be for the full replacement cost and include a provision for the following requirements:

COMPREHENSIVE GENERAL LIABILITY/PROPERTY DAMAGE COVERAGE:

PLEASE SHOW AS ADDITIONAL INSURED AND LOSS PAYEE ON THE CERTIFICATE OF INSURANCE:

Baycap, LLC and/or its Assigns
423 S. Pacific Coast Hwy, Suite 201
Redondo Beach, CA 90277

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above named Additional Insured and Loss Payee via fax or e-mail with an original sent to Baycap by U.S. mail within 30 days.

This Certificate should indicate the following: "It is agreed that Baycap, LLC will be notified in writing 10 days prior to cancellation or other material change in the conditions of this policy".

Customer

X _____
Signature

Title

Date

NOTE: SIGNOR OF THIS AGREEMENT MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.



423 S. Pacific Coast Hwy, Suite 201
Redondo Beach, CA 90277
www.baycap.net

EFA ELECTRONIC PAYMENT FORM

Agreement # _____

_____ hereby requests and authorizes Secured Party or its assigns to initiate debit and/or credit entries on the due date per this Agreement for the agreed amount due per Agreement # _____ to the Depository Account designated below and authorizes the Depository Financial Institution (Bank) designated below to debit and/or credit same to such account. This Agreement shall continue until the termination of Agreement # _____ per the terms listed on the schedule or until Secured Party or its assigns has received written notification, return receipt requested from Customer, of its termination in such time and in such manner as to afford Secured Party and Bank a reasonable opportunity to act on it.

Name of Bank

City/State/Zip

Bank Transit / ABA No.

Account Number

Please Print Name and Title of Authorized Signer

PLEASE ATTACH A VOIDED CHECK COPY FOR ACCOUNT VERIFICATION

By signing this payment form, Customer acknowledges the above change to the Agreement and authorizes Secured Party to make such change. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Customer

X _____
Signature

Title

Date

NOTE: SIGNOR OF THIS AGREEMENT MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.



423 S. Pacific Coast Hwy, Suite 201
 Redondo Beach, CA 90277
 www.baycap.net

**AUTHORIZATION ADDENDUM –
 CUSTOMER OPTION**
 Agreement # _____

Addendum to Agreement # _____ between Baycap, LLC as Lessor or Secured Party and _____ as Customer. **Completion of this Authorization Addendum is at the sole option of Customer and is not required by Baycap to finalize the Agreement.** In the event that this document is not returned, Baycap will conduct the verification of the agreement terms and supplier payment authorization with the signor on the front of the Agreement or other customer contacts previously provided to Baycap.

The following listed person(s) are hereby authorized to conduct the verification of the agreement terms with a representative of Baycap and to authorize payment to the Supplier(s). Alternate authorized contacts may be added in the numbered area provided. If additional alternate authorized contacts are needed, please print, complete, and sign additional copies of this document.

1. _____
 Authorized Individual's Name Authorized Individual's Title

Contact Phone Number Alternate Phone Number Best Time to Call

2. _____
 Alternate Authorized Individual's Name Alternate Authorized Individual's Title

Contact Phone Number Alternate Phone Number Best Time to Call

Optional Selections:

I, the undersigned, **do not authorize** an alternate contact to conduct the verification, including any alternate contact listed above. Please only contact me to conduct the verification.

I, the undersigned, prefer to perform this verification via e-mail. Please send an e-mail to me at the following address: _____.

I, the undersigned, authorize this verification to be performed via e-mail to the Alternate Authorized Individual listed above. Please send an e-mail to him/her at the following address:

Alternate Authorized Individual's Name E-Mail Address

The undersigned hereby certifies, represents and warrants that the individual(s) listed above are authorized for and on behalf of _____ to confirm and verify details of the above referenced agreement, including, but not limited to, the receipt and functionality of the equipment, the terms and conditions of the agreement, and to authorize payment to the supplier(s).

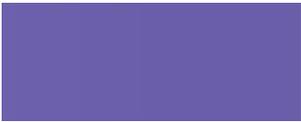
_____ Customer

_____ Signature

_____ Title

_____ Date

NOTE: SIGNOR OF THIS ADDENDUM MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS ADDENDUM WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.



423 S. Pacific Coast Hwy, Suite 201
Redondo Beach, CA 90277
www.baycap.net

EFA ACCEPTANCE OF DELIVERY Agreement # _____

The undersigned _____ ("Customer") under the Agreement ____ ("Agreement") dated _____, between the Customer and Baycap, LLC ("Secured Party") hereby acknowledges receipt of all the Equipment described in the Agreement. Said equipment has been received in good order and working condition. Customer hereby accepts the same in accordance with all the terms and conditions of the Agreement, and agrees that Secured Party has fully and satisfactorily performed all covenants to be performed by Secured Party pursuant to the Agreement. Customer acknowledges the fact that upon signature of this document, all terms and conditions of the Agreement, including noncancellability clause, will come into full force and effect and approves payment to Supplier.

Customer warrants that the present location of the equipment is:

Customer

X

Signature

Title

Date

NOTE: SIGNOR OF THIS ADDENDUM MUST BE THE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.



Credit Application

Fax Back to: (310) 944-9947

COMPANY INFORMATION

Legal Company Name		Date Est. (Current Ownership)	Federal Tax ID #	
DBA (if any)		Web Address		
Street Address (No PO Boxes)		City	State	Zip
Physical Location of Equipment (<input type="checkbox"/> Same as above)		City	State	Zip
Telephone #	Fax #	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Not For Profit		
Contact Name	Title	E-Mail Address		

PERSONAL INFORMATION

	Principal #1	Principal #2	Principal #3
Name			
Home Street Address			
City, State, Zip			
Home Phone #			
Social Security #			
Title			
% of Business Ownership			
E-Mail Address			

FINANCIAL REFERENCES

Bank Name	Account #	Contact	Telephone #
Bank Name	Account #	Contact	Telephone #

To expedite the credit application process, please submit bank statements for all business bank accounts for the last three (3) months with the application.

EQUIPMENT INFORMATION

<input type="checkbox"/> New <input type="checkbox"/> Used	Equipment Description	Equipment Cost
Vendor	Contact Name	Telephone #
		E-Mail Address

Credit Release & Information Verification

By signing this application, the applicant(s) certifies that all information contained herein, and all attachments hereto, are true, complete and accurate to the best of the applicant(s) knowledge and are made for the purpose of obtaining credit for business purposes. The applicant(s) hereby authorizes Baycap, Inc. and its assigns and/or affiliates to obtain consumer credit reports now and in the future as deemed necessary by Baycap, Inc. and its assigns and/or affiliates for purposes including but not limited to the evaluation and/or extension of the business credit requested, review of the applicant(s) account, taking collection action on the applicant(s) account, and any other legitimate purpose associated with the applicant(s) account. The applicant(s) further authorizes any government agency, bank or financial institution to release credit information on the applicant(s) to Baycap, Inc. and its assigns and/or affiliates. Each individual signing below waives any right or claim that such individual would otherwise have under the Fair Credit Reporting Act in absence of this continuing consent. Applicant agrees that submission of an electronic, photocopy or facsimile copy of a signed authorization shall be deemed to be binding, valid, genuine and authentic as an original-signature document for all purposes. The applicant(s) further authorizes Baycap, Inc. to mail, fax or e-mail solicitations for future lease financing services or promotions to the applicant(s).

X _____
Principal #1 Signature Date

X _____
Principal #3 Signature Date

X _____
Principal #2 Signature Date

Your Baycap Representative is: Todd Sheets (541) 728-0814
Toll Free: (877) 992-2922 x612
E-Mail: TSheets@baycap.net



423 S. Pacific Coast Hwy, Suite 201
 Redondo Beach, CA 90277
 Tel: (310) 944-9900
 Fax: (310) 944-9947
 Web: www.baycap.net

Personal Financial Statement

Attn: Todd Sheets

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner, or (3) each stockholder owning 20% or more of voting stock and each corporate officer and director, or (4) any other person or entity providing a guaranty on the loan.

Name: _____ Business Phone: _____
 Residence Address: _____ Residence Phone: _____
 City, State and Zip: _____

Business Name of Applicant/Borrower: _____

Assets (Omit Cents)	\$ _____	Liabilities (Omit Cents)	\$ _____
Cash on hand & in Banks	\$ _____	Accounts Payable	\$ _____
Savings Accounts	\$ _____	Notes Payable to Banks & Others (Describe in Section 2)	\$ _____
IRA or Other Retirement Account	\$ _____	Installment Account (Auto)	\$ _____
Accounts & Notes Receivable	\$ _____	Mo. Payments	\$ _____
Life Insurance – Cash Surrender Value Only (Complete section 8)	\$ _____	Installment Account (Other)	\$ _____
Stocks and Bonds (Describe in Section 3)	\$ _____	Mo. Payments	\$ _____
Real Estate (Describe in Section 4)	\$ _____	Loan on Life Insurance	\$ _____
Automobile – Present Value	\$ _____	Mortgages on Real Estate (Describe in Section 4)	\$ _____
Other Personal Property (Describe in Section 5)	\$ _____	Unpaid Taxes (Describe in Section 6)	\$ _____
Other Assets (Describe in Section 5)	\$ _____	Other Liabilities (Describe in Section 7)	\$ _____
		Total Liabilities	\$ _____
		Net Worth	\$ _____
	Total \$ _____	Total	\$ _____

Section 1. Source of Income

Salary	\$ _____	Contingent Liabilities	\$ _____
Net Investment Income	\$ _____	As Endorser or Co-Maker	\$ _____
Real Estate Income	\$ _____	Legal Claims & Judgments	\$ _____
Other Income* (Describe below)	\$ _____	Provision for Federal Income Tax	\$ _____
Description of Other Income in Section 1	_____	Other Special Debt	\$ _____

*Alimony or child support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income

Section 2. Notes Payable to Bank and Others (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Name and Address of Note Holder(s)	Original Balance	Current Balance	Payment Amount	Frequency (Monthly Etc.)	How Secured or Endorsed Type of Collateral

Section 3 Stocks and Bonds. (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value



423 S. Pacific Coast Hwy, Suite 201
 Redondo Beach, CA 90277
 Tel: (310) 944-9900
 Fax: (310) 944-9947
 Web: www.baycap.net

Personal Financial Statement

Attn: Todd Sheets

Section 4. Real Estate Owned

(List each parcel separately. Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

	Property A	Property B	Property C
Type of Property			
Name and Address of Title Holder			
Date Purchased			
Original Cost			
Present Market Value			
Name & Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

Section 5. Other personal property and other assets

(Describe, and if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment, and if delinquent, describe delinquency.)

Section 6. Unpaid Taxes

(Describe in detail, as to type, to whom payable, when due, amount and to what property, if any, a tax lien attaches.)

Section 7. Other Liabilities

(Describe in detail)

Section 8. Life Insurance Held

(Give face amount and cash surrender value of policies – name of insurance company and beneficiaries)

By signing this Personal Financial Statement, the applicant(s) certifies that all information contained herein, and all attachments hereto, are true, complete and accurate to the best of the applicant(s) knowledge as of the stated date(s) and are made for the purpose of obtaining credit for business purposes. I understand FALSE statements may result in forfeiture of benefits and possible prosecution by the U.S. Attorney General (Reference 18 U.S.C. 1001). The applicant(s) hereby authorizes Baycap, LLC and its assigns and/or affiliates to obtain consumer credit reports now and in the future as deemed necessary by Baycap, LLC and its assigns and/or affiliates for purposes including but not limited to the evaluation and/or extension of the business credit requested, review of the applicant(s) account, taking collection action on the applicant(s) account, and any other legitimate purpose associated with the applicant(s) account. The applicant(s) further authorizes any government agency, bank or financial institution to release credit information on the applicant(s) to Baycap, LLC and its assigns and/or affiliates. Each individual signing below waives any right or claim that such individual would otherwise have under the Fair Credit Reporting Act in absence of this continuing consent. Applicant agrees that submission of an electronic, photocopy or facsimile copy of a signed authorization shall be deemed to be binding, valid, genuine and authentic as an original-signature document for all purposes. The applicant(s) further authorizes Baycap, LLC to mail, fax or e-mail solicitations for future financing services or promotions to the applicant(s).

Printed Name: _____

Signature: _____ Date: _____ Social Security #: _____

Printed Name: _____

Signature: _____ Date: _____ Social Security #: _____

EXHIBIT J-3

GUIDANT FINANCIAL GROUP AGREEMENT



iFinance Agreement

Investing your retirement savings into a small business can be a prudent strategy for achieving your retirement goals. Guidant Financial is dedicated to ensuring that Guidant's iFinance meets all applicable regulations for a Rollover for Business Start-ups plan.

Please review each statement and verify your understanding of the specific actions you must take when utilizing a Rollover for Business Start-ups plan such as Guidant's iFinance.

FIDUCIARY OBLIGATIONS:

To benefit from the tax-deferred advantages of a qualified retirement account, regulations require that you choose investments that are in the best interest of your retirement account.

I verify that I have performed due diligence and believe that my decision to invest my personal retirement funds into the corporation is a good investment in the best interest of my 401(k).

I verify my understanding that I could lose up to 100% of my investment if the business fails.

I have done my own due diligence and have determined that the use of my retirement monies as funding source for iFinance and related business transaction is a prudent use of my retirement monies and is a good investment for the 401(k) Plan.

401(k) PLAN RESPONSIBILITIES:

As the trustee of a 401(k) plan, you have a duty to manage the plan so that it benefits *all* employees not just the owners and officers of the Corporation.

I verify that I will use this 401(k) as a long-term savings vehicle for *all* employees of the business and agree that I will encourage all eligible employees to participate.

I verify my understanding that when company stock is offered for purchase within the 401(k) plan, the offering *must* be available for *all* eligible employees.

PERSONAL SALARY/COMPENSATION CONSIDERATIONS:

To avoid any appearance of a conflict-of-interest with your 401(k) investment, you must defer paying yourself compensation until the company becomes an active business.

I verify that I will not draw compensation from the company before being opened for business; the company must be actively engaged in the buying or selling of goods and/or services.

I verify my understanding that my compensation should come from revenue generated from the business and not from the proceeds of the sale of employer stock to the 401(k).

I verify my understanding that taking compensation above what is fair and reasonable for the position and industry can create a prohibited transaction.

TERMS OF AGREEMENT:

I acknowledge that I have read, understand, and agree to be bound by the terms of this Agreement as detailed in the linked ¹ These Terms of Agreement are hereby incorporated by reference and, together with the documents executed in connection therewith, constitute the entire agreement between parties. There are no agreements, understandings, restrictions, representations, or warranties other than those set forth or referred to herein unless the parties have entered into an Addendum in writing, signed by the parties, that specifically references this Agreement.

I agree to discuss these requirements – *Fiduciary Obligations, 401(k) Plan Responsibilities, & Personal Salary/Compensation Considerations* – with my Outside Counsel to make an informed decision.

Signature

Date

Printed Name

¹ http://www.guidantfinancial.com/Libraries/documents/Guidant_401k_Online_Terms_and_Conditions_2010_09_21.sflb.aspx



iFinance Agreement

CLIENT INFORMATION

Client Legal Name: _____ Spouse's Name (if applicable): _____
 Client Date of Birth: _____ Spouse's Date of Birth: _____
 Client Address: _____ County: _____
 City: _____ State: _____ Zip: _____

What state do you want the Corporation filed in?²:

SHAREHOLDER INFORMATION

Retirement Funds/Accounts: Please list all parties investing retirement funds that will be used with iFinance.

❖ Have there been any rollovers within any of the below referenced accounts within the last 12 months?

If yes, please explain:

Account Owner Name	Type	Custodian	Amount	Inherited?
--------------------	------	-----------	--------	------------

Non-Retirement Funds: Please list all parties investing personal funds in your new Corporation

Account Owner Name	Source	Amount
	<i>Guidant Fee/Cash</i>	

I have confirmed with my custodian that my funds can be transferred and I acknowledge that I am ultimately responsible for ensuring that my funds are eligible for transfer/rollover into the iFinance Plan.

The Internal Revenue Code imposes a limit of one IRA-to-IRA distribution with a 12 month period. Distributions that fall outside this exception are subject to applicable taxes and penalties. Have you made a 60 day IRA-to-IRA distribution from any IRA you own during the preceding 12 months, whether that IRA is listed above or not? If "yes" what was the date on the distribution check and to whom was that check made payable?

² In the event you submit your contract and later change the state of investment, additional requirements and fees will apply. Contact Guidant immediately.



iFinance Agreement

OUTSIDE COUNSEL

Consultations with outside counsel are conducted by telephone. Please indicate who you prefer to have represented by outside counsel³:

I, _____, hereby acknowledge that I have personally filled out the iFinance Agreement, the information therein is accurate to the best of my knowledge, and Guidant is entitled to rely on that information in fulfilling the iFinance.

PROPOSED INVESTMENT: BUSINESS TRANSACTION

- Are you purchasing a franchise?
- Will you be purchasing an existing business with iFinance?
If **yes**, please answer the four following questions:
 1. This acquisition is an:
 2. Who are you purchasing the existing business from:
 - ❖ If **other**, please specify:
 3. Does this existing business have employees that will remain with the business after you acquire it?
 - ❖ If **yes**, how many existing employees are expected to remain with the business?
 4. Does this existing business have an existing retirement plan of any type?
 - ❖ If **yes**, specify the type: _____
 - ❖ If **other**, please specify: _____
- Do you contemplate the iFinance corporation will purchase, lease or otherwise occupy real estate that is owned by you, a family member or any entity in which you or any family member have any ownership?
If **yes**, please explain: _____
- Do you anticipate the iFinance corporation entering into any type of commercial transaction or dealings with you, a family member or any entity in which you or any family member have ownership?
If **yes**, please explain: _____
- Identify any and all parties (including other entities) involved with your pending business transaction. Include any familial relationships among those parties: _____

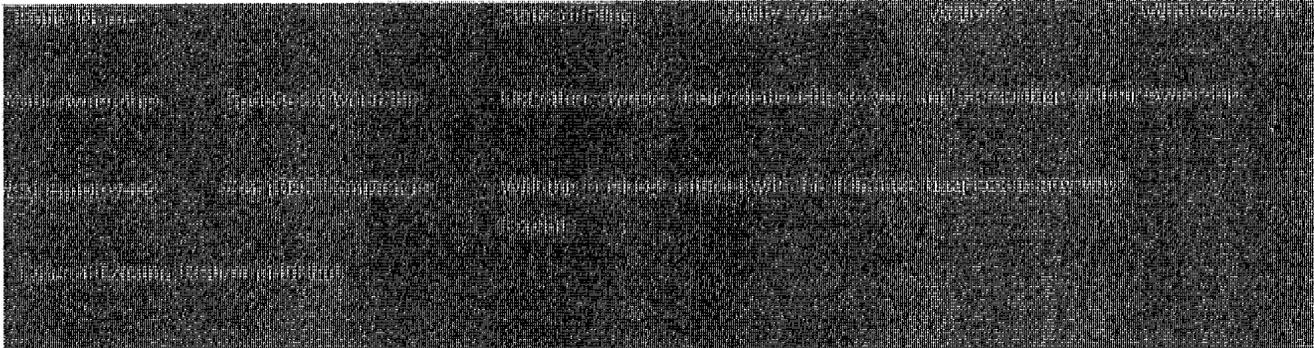
³ As provided in Paragraph 10 of the "Terms and Conditions." Client will receive two telephonic consultations, each ranging from 30-60 minutes maximum as determined by outside legal counsel to provide legal advice to Client on issues pertaining to the iFinance structure. If client's spouse/other investor desires to have separate legal counsel (i.e. no joint representation), the legal fees and costs of that separate legal counsel for the spouse/other investor will be the sole responsibility and expense of the Client. Client understands and agrees that GUIDANT will have no responsibility for such additional expenses.

"Joint Representation" means that both parties will be considered equally as clients, that both have the same legal interests, and both agree to attend all conferences with Outside Counsel. If you cannot meet those requirements, you must select single representation. With single representation, you may invite your spouse to attend any conference even if the spouse is not a client, with the understanding that you waive confidentiality in order to have the spouse attend. In this case, you both understand that only the represented spouse is entitled to reply on the legal advice.



iFinance Agreement

Do you, your spouse, your children, or other investor(s) currently have ownership interest in any other business entities? (These include sole proprietorships, inactive and shell entities.)



Entity Name	State of Filing	Entity Type	Active?	What does it do?
-------------	-----------------	-------------	---------	------------------

Your ownership Spouse's Ownership List other owners, their relationship to you, and percentage of their ownership:

of Employees # of 1099 Contractors: Will this business interact with the iFinance business in any way?
Explain:

Type of Existing Retirement Plan:

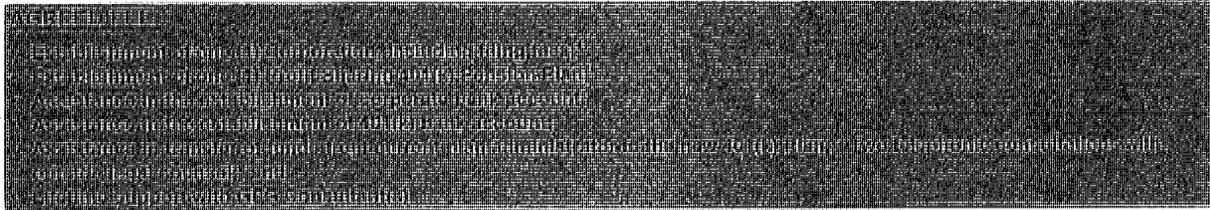
I understand that ANY interaction or co-commerce between any entity/business I have an ownership interest in and the new corporation that is being set up as part of my iFinance plan may constitute a prohibited transaction. If I decide that the entity or entities in which I have a personal ownership interest will interact with the iFinance corporation in any way, I agree to consult with my account manager and the outside legal counsel referred by Guidant, prior to such interaction. I agree to inform my outside counsel of all facts relating to any such possible interaction. My initials below indicate that all individuals involved in the iFinance structure understand and agree to the above statements.



iFinance Agreement

This Agreement to Provide Services, dated _____, is a contract between Guidant Financial Group, Inc. ("GFG") and _____ ("Client").

Upon return of a signed and completed copy of this Agreement, subject to the _____ your payment of GFG's Agreed Fee, and the approval of this Agreement by GFG's compliance department, you will have retained GFG to produce documents and to provide services required for the iFinance program, as detailed below:



Please add the optional expedited service to the Agreed Fee for an additional \$499.00. This includes the expedited filing fee (where available), overnight delivery of documents as necessary, and expedited processing priority. This service is not offered for all states - consult your Consultant for details.⁷

Method of payment (select one of the choices below):

I have read, understand and agree to the terms of this agreement as detailed in the linked "⁸

Client Signature

Date

Printed Name

⁴ The default state of filing will be the Client's state of residence, unless otherwise indicated by the client and agreed to by GFG. It is the client's responsibility to notify GFG if client would prefer to file in a state other than client's state of residence. The number of shares and par value authorized for your Corporation will be determined based on GFG's standard practices, unless agreed to otherwise. GFG will pay up to \$500 in filing fees directly associated with the filing of the Articles of Incorporation. Filing fees will be determined by state filing fee requirements and based on GFG's standard filing practices, unless agreed to otherwise. Any filing fees, including fees related to the expedite of such filing, in excess of \$500 are the sole responsibility of the client and such excess fees must be paid by the client to GFG in advance of filing the Articles of Incorporation. GFG cannot guarantee the processing times for filings and will not be held liable for any damages caused by delay from processing a filing.

⁵ In addition to the Agreed Fee, you will have the opportunity to engage GFG for the required recordkeeping services of your 401(k) Plan. Recordkeeping fees begin at \$119 per month. Fees will be paid in accordance with the terms of the Recordkeeping Agreement. Additional Recordkeeping fees may apply.

⁶ As detailed in Paragraph 10 of the "Terms of Agreement."

⁷ EXPEDITE filings in California will incur an additional charge of \$200 for each entity. This charge will be added to the Agreed Fee.

⁸ Each individual contributing retirement funds to the iFinance is required to sign the agreement.

EXHIBIT J-4

RV NOW, LLC LOAN DOCUMENTS

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT ("Agreement") is executed as of the _____ day of _____, 20___, by the undersigned debtor ("Debtor") in favor of RV NOW, LLC, and/or its successors and assigns ("Lender"), in order to induce Lender to extend or continue credit to Debtor pursuant to the provisions of that Secured Loan Agreement dated as of an even date herewith (the "Secured Loan Agreement") and the Secured Promissory Note executed as of an even date herewith (the "Note"). In consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby represents, warrants, covenants and agrees to the following:

1. Grant of Security Interest. Debtor hereby collaterally assigns, transfers and pledges to Lender, and grants to Lender a first and prior security interest (subject only to prior liens of Lender, if any) in, all of Debtor's right, title and interest in and to that intangible and other property which is more fully described on EXHIBIT A attached hereto, whether now existing or hereafter acquired, along with all proceeds associated therewith (collectively, the "Property"). Debtor hereby authorizes Lender to file of record all UCC financing statements and continuation statements that might be required to perfect Lender's security interest in the Property and to sign Debtor's name thereto, if applicable.

2. Obligations Secured. The obligations secured hereby are the payment and performance of the Obligations (as defined in the Secured Loan Agreement). All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Secured Loan Agreement.

3. Termination. This Agreement shall terminate upon the payment and performance in full of all of the Obligations, including without limitation the payment of all indebtedness of Debtor to Lender existing or committed by Lender at the time Lender receives written notice of withdrawal of this Agreement by Debtor.

4. Warranties of Debtor. Debtor represents and warrants (a) that the Debtor is the owner or has control of the Property; (b) that Debtor has the right to pledge or grant a security interest in the Property; (c) that the Property is genuine, free from liens (other than liens of Lender, if any), adverse claims, set-offs, default, repayment, defenses and conditions precedent of any kind or character; and (d) that the security interest in the Property granted to Lender hereby is a first and prior security interest (other than liens of Lender, if any) and that Debtor has not, and will not, grant or suffer another security interest in or encumbrance against the Property.

5. Covenants of Debtor.

5.1 General Covenants. Debtor shall (a) perform all obligations secured hereby when performance is due; (b) permit Lender to exercise its powers; (c) execute and deliver such documents as Lender reasonably deems necessary to create, perfect and continue the security interests contemplated hereby; (d) not permit any lien on the Property, except in favor to Lender; and (e) not change its chief place of business, its name, its organizational structure or the place where Debtor keeps its records concerning the Property without ten (10) days' prior written notice to Lender.

5.2 Covenants Regarding Property. Without Lender's consent, Debtor shall (a) not commingle proceeds; (b) not sell, transfer, encumber, hypothecate or otherwise dispose of any Property or proceeds (except as may otherwise be permitted herein or in the Secured Loan Agreement) at any time, except to Lender or except in the ordinary course of business; (c) not modify, alter, amend, or subordinate, or consent to or suffer any modification, alteration, amendment or subordination of, any of the Property, nor, through action or failure to act, waive any of its rights thereunder; and (d) provide any service and do all other acts and things necessary to keep the Property free and clear of all defenses, rights of off-set and counterclaims.

6. Powers of Lender. Debtor appoints Lender its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Lender's officers and employees, or any of them upon the occurrence of an Event of Default (as defined in Section 8, below): (a) to notify any person obligated on any security, instrument or other document subject to this Agreement of Lender's rights hereunder; (b) to collect by legal proceedings or otherwise all interest, principal or other sums now or hereafter payable upon or on account of the Property; (c) to insure, process and preserve the Property; (d) to perform any obligation of Debtor under this Agreement; and (e) to execute on behalf of the Debtor or its affiliates all financing statements and renewal statements that may be necessary in Lender's discretion to perfect the security interests created by this instrument or otherwise. To effect the purposes of this Agreement, or otherwise upon instructions of Debtor, Lender may cause the Property to be transferred to Lender's name or the name of Lender's nominee.

7. Lender's Care and Delivery of Property. Lender's obligation with respect to Property in its possession shall be strictly limited to the duty to exercise reasonable care in the custody and preservation of such Property. Lender shall have no duty to take any steps necessary to preserve the rights of Debtors against prior parties, or to initiate any action to protect against the possibility of decline in the market value of the Property or proceeds. Lender shall not be obligated to take any action with respect to the

Property or proceeds requested by Debtor unless such request is made in writing, and then only if Lender determines that the requested actions would not jeopardize the value of the Property as security for the Obligations. Lender may at any time deliver the Property, or any part thereof, to Debtor, and the receipt thereof by Debtor shall be a complete and full acquittance of the Property so delivered, and Lender shall thereafter be discharged from any liability or responsibility therefor.

8. Events of Default. The occurrence of any Event of Default as defined in the Secured Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. Upon the occurrence of any Event of Default, Lender shall have the right to exercise all rights and remedies available to it at law or in equity or otherwise provided under the Secured Loan Agreement.

10. Costs, Expenses and Attorneys' Fees. All payments, advances, charges, reasonable out-of-pocket costs and expenses, including reasonable out-of-pocket attorneys' fees, made or incurred by Lender in exercising any right, power or remedy conferred by this Agreement or in the enforcement thereof following an Event of Default shall be paid to Lender by Debtor immediately upon demand, together with interest at the default rate of interest as defined in the Note.

11. Miscellaneous. Presentment, protest, notice of protest, notice of dishonor, notice of nonpayment and notice of acceptance of this Agreement are hereby waived. Any right to direct the application of payments or security for the Obligations and any right to require proceedings against others or to require exhaustion of security are waived. Consent to extensions, forbearances or alterations of the terms of indebtedness, the release or substitution of security, and the release of guarantors is given with respect to the Property and all proceeds subject to this Agreement. Until all Obligations shall have been paid in full, Debtor shall have no right to subrogation or contribution, and Debtor hereby waives any benefit of or any right to participate in any Property, proceeds or other security whatsoever now or hereafter held by Lender.

12. Successors and Assigns. This Agreement shall inure to the benefit of Lender and its successors and assigns and shall be binding upon Debtor and its successors and assigns; provided, however, that Debtor shall not assign its rights or obligations under this Agreement without the prior written consent of Lender which may be withheld in its sole discretion.

13. Arkansas Law Applicable. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

14. Severability of Provisions. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

15. JURY WAIVER. DEBTOR HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN THE EVENT OF ANY DISPUTE OR LITIGATION ARISING HEREUNDER OR UNDER ANY RELATED DOCUMENTS EXECUTED IN CONNECTION HEREWITH.

IN WITNESS WHEREOF, the Debtor has executed this Pledge and Security Agreement as of the date set forth in the preface.

"Debtor"

By: _____
Title: _____
Address: _____

EXHIBIT A

DESCRIPTION OF COLLATERAL

All of the rights, title and interest, whether now existing or hereafter acquired, of Debtor in, to and under the following described property:

1. All accounts (including accounts receivable), payment intangibles, membership contracts and cash and noncash proceeds which may accrue to Debtor, or be derived from, the ownership and/or operation of Debtor's health clubs, including without limitation, all fees, dues, income, rents, issues, profits, earnings, receipts, royalties and revenues therefrom; and
2. All amendments and supplements to and renewals and extensions of any and all of the foregoing, whether now existing or hereafter entered into and all replacements, substitutions, products and proceeds from any and all of the foregoing.

The Property shall not include, and the Lender shall not have a lien on, any furniture, fixtures or equipment of the Debtors.

SECURED LOAN AGREEMENT

THIS SECURED LOAN AGREEMENT (the "Agreement") is dated as of the ____ day of _____, 20 __, and is entered into by and between the undersigned borrower ("Borrower") and RV NOW, LLC ("Lender").

WHEREAS, Borrower desires to borrow funds (the "Loan") from Lender;

WHEREAS, the lending relationship created between the Lender and the Borrower related to the Loan will be governed and evidenced by the terms and conditions of a Secured Promissory Note executed by the Borrower (the "Note"), this Agreement; that Unconditional Guaranty executed by one or more principals of the Borrower as required by the Lender (the "Unconditional Guaranty"); that Pledge and Security Agreement executed by the Borrower (the "Security Agreement"); that Billing Services Agreement ("Billing Agreement") by and between Lender and Borrower's affiliate, ABC Financial Services, Inc. ("ABC"), and all other documents referenced therein or otherwise pertaining to this transaction (collectively, the "Credit Agreement");

WHEREAS, Borrower and Lender desire to establish the conditions pursuant to which advances of principal shall be funded and principal and interest hereunder shall be paid; and

WHEREAS, the parties desire to be legally bound by the terms and conditions of this Agreement along with all exhibits attached hereto and related contractual agreements referenced herein, the terms and conditions of which are incorporated herein by this reference;

WHEREAS, all capitalized terms contained in this Agreement which are not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the legal adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows;

1. Definitions.

In addition to the definitions set forth in the recitals, which are true and accurate and which are incorporated herein by this reference, the following terms shall have the following meanings unless otherwise agreed.

"Business" means that certain business of Borrower, including without limitation acquiring, constructing, marketing, maintaining and operating fitness clubs.

"Business Day" means a day on which commercial banks are authorized to conduct business or Lender is open for business in the State of Arkansas.

"Collateral" means the property identified in that certain Pledge and Security Agreement of even date herewith by and between the Borrower and the Lender; and the proceeds and products, whether tangible or intangible, of any of the foregoing.

"Event of Default" means the occurrence of those events as are more fully described in Paragraph 7, hereof.

"Financing Statements" means and includes all Uniform Commercial Code financing statements and continuation statements as Lender shall require to give notice of and perfect or to continue perfection of Lender's security interest in all personal property constituting Collateral or otherwise constituting security for the Obligations.

"Lender Expenses" means all reasonable out-of-pocket costs or expenses of every nature which are incurred by Lender in connection with Lender's administration and servicing, defending or enforcing of the Loan following an Event of Default, including, without limitation, all reasonable out-of-pocket fees and expenses incurred by both Lender and its legal counsel in advising, structuring, drafting, reviewing, administering, amending, terminating,

enforcing (including reasonable out-of-pocket fees and expenses incurred by Lender and its legal counsel in connection with a "workout," a restructuring, or an insolvency proceedings concerning Borrower) as permitted by the Credit Agreement, irrespective of whether suit is brought.

"Obligations" means all advances of principal and all interest, Lender Expenses, fees, costs, charges, and other liabilities of every possible nature, whether now existing or accruing hereafter, and whether vested or contingent in nature, and whether monetary or non-monetary in nature, the payment or performance of which are owed by Borrower to the Lender pursuant to the Credit Agreement, or any other document executed by Borrower in favor of Lender.

2. The Loan and Terms of Payment.

(a) Promissory Note. Concurrently herewith, Borrower shall execute and deliver to Lender the Promissory Note.

(b) Term of Credit Facility. All Obligations outstanding hereunder shall be due and payable as provided in the Promissory Note or as otherwise specifically provided in the documents creating them. The Obligations shall bear interest at the rate and pursuant to the terms and conditions of the Promissory Note or as otherwise specifically provided in the documents creating them.

3. Conditions to Advances; Non-Revolving Nature of Facility.

(a) Conditions to Advances. All principal evidenced by the Promissory Note shall be advanced to Borrower upon receipt of the following items and satisfaction of the following conditions:

- i. The Note;
- ii. The Security Agreement;
- iii. The Unconditional Guaranty;
- iv. The Billing Agreement;
- v. The receipt by Lender of an origination fee equal to 3% of the principal amount advanced pursuant to the Credit Agreement, which amount may be deducted by Lender from the initial advance of principal to Borrower;
- vi. The written approval of Anytime Fitness, LLC ("AFI"), the franchisor of the Borrower's Business; and
- vii. Any and all other documents that Lender may reasonably require.

(b) Non-Revolving Nature of Credit Facility. This credit facility is non-revolving in nature.

4. Security.

As security to collateralize the Borrower's duty to pay and perform all Obligations, Borrower shall and does hereby give and grant to Lender a security interest in all collateral and security which is pledged pursuant to the Credit Agreement, including, without limitation, a first lien security interest in the Collateral. In addition, Borrower hereby specifically subordinates any and all liens, security interests, rights or claims it may have in or to the Collateral to the rights of Lender created herein and in the Credit Agreement.

5. Representations and Warranties.

In addition to those warranties and representations made by Borrower to Lender pursuant to the Credit Agreement, the terms and conditions of which are incorporated herein by this reference, Borrower additionally warrants and represents to Lender the following:

(a) Borrower's execution, delivery and performance of this Agreement and the Credit Agreement (i) will not violate any indenture, agreement or any other instrument to which Borrower is a party or by which Borrower or any of their respective property is bound; and (ii) will not be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of this Agreement. Each of the documents which collectively constitute the Credit Agreement, when executed and delivered to Lender, will constitute the legal, valid and binding obligations of the respective signatories thereto enforceable in accordance with their terms.

(b) All financial data and other information of whatever nature that has been given to Lender or AFI by Borrower (i) is complete and correct in all material respects and does not omit to state any material fact necessary in order to make the statements herein or therein not misleading; and (ii) accurately presents the financial condition of Borrower as of the date on which the same have been furnished. All balance sheets disclose all known liabilities, direct and contingent, as of their respective dates. There has been no material adverse change in the financial condition of Borrower since the date of the most recent of each such financial statement given to Lender other than changes in the ordinary course of business, none of which changes has been adverse.

(c) Borrower is not a party to any agreement or instrument adversely affecting its present or proposed business, properties or assets, operations or condition, financial or otherwise; and, to the best of its knowledge after reasonable investigation, is not in default in performance, observance or fulfillment of any of the obligations, covenants or conditions set forth in any agreement or instrument to which it is a party.

(d) All other reports, papers, data and information given by Borrower to Lender or AFI with respect to Borrower and other persons and entities, are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matters thereof.

(e) Except as hereinafter specified, Borrower has filed all required federal and state income tax returns and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments received by it or obtained legal extensions therefor. Borrower knows of no basis for an additional assessment in respect of any such taxes.

(f) There is not now pending against or affecting the Collateral or any Borrower, nor is there threatened any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would materially impair or affect the financial condition or operation of Borrower.

(g) Borrower is not insolvent; has not made an assignment for the benefit of creditors; has not suspended business or commenced proceedings for dissolution or become insolvent; has not filed or become the subject of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under bankruptcy, insolvency or receivership laws for the relief of debtors; has not had any judgment, writ or warrant of attachment, or similar process, entered or filed against them or any of their property or assets, which renders them insolvent or impairs their ability to continue doing business and which has remained unvacated, unbonded or unstayed for a period of 30 days; has not failed to pay its debts as they became due; has not taken any action, nor have any intentions to take any action, which would constitute an "act of bankruptcy" under the Federal Bankruptcy Code and is not in contemplation thereof.

(h) No principal of Borrower is delinquent more than 60 days under the terms of any (i) administrative order, (ii) court order, or (iii) repayment agreement requiring payment of child support.

(i) Borrower has not been determined by the Secretary of Homeland Security or the Attorney General to have engaged in a pattern or practice of hiring an alien, recruiting an alien, or referring an alien for a fee for employment in the United States, knowing that that person is an unauthorized alien.

(j) Borrower has obtained all necessary certificates, licenses and other approvals, governmental and otherwise, necessary for its operation of the Collateral and the conduct of its Business and all required zoning,

building code, land use, environmental and other similar permits or approvals, all of which are or will be in full force and effect as of the respective dates thereof and not subject to revocation, suspension, forfeiture or modification.

(k) Borrower agrees and acknowledges that it possesses no claims, counterclaims, defenses or offset rights of any nature against Lender or its affiliates, including any that would prohibit the Lender from enforcing its rights and remedies under the Credit Agreement and, to the extent such a claim, right or defense might exist, Borrower hereby releases and waives them in their entirety.

6. Covenants.

So long as any of the Obligations remain unpaid, Borrower shall at all times be in full and timely compliance with all of the following covenants and perform all duties and obligations set forth below in a timely manner:

(a) Borrower shall keep adequate records and books of account reflecting all financial transactions in conformity with appropriate income tax accounting procedures and all applicable requirements of any governmental agency having jurisdiction over Borrower and its Business;

(b) Borrower acknowledges that the placement of any additional liens upon the Collateral may impair the ability of Lender to obtain assurance that its security interest remains in a prior position and that upon Borrower's failure to diligently remove the same within a reasonable period of time (and before action thereon) the Obligations will be repaid in accordance with the Credit Agreement. Accordingly and to facilitate the purposes of this Agreement and to avoid causing damage to Lender, Borrower agrees that it shall not create or suffer to be created any additional lien upon any of the Collateral without Lender's prior written consent.

(c) Upon the request of Lender, the Borrower shall execute or cause the execution, acknowledgment and delivery of such further instruments (including, without limitation, declarations of no set-off) and do such further acts as may be reasonably necessary, desirable or proper to carry out more effectively the terms of this Agreement or the Credit Agreement.

(d) The Borrower shall not take any action with respect to any of the Collateral which is inconsistent with the provisions and the purpose of this Agreement or which would adversely affect the rights of Lender under the Credit Agreement.

(e) Borrower shall submit to Lender at least monthly, or more frequently if required by Lender following an Event of Default, financial statements and other accountings reflective of the financial condition of Borrower or the condition of the Collateral, all prepared in accordance with generally accepted accounting principles, and Borrower shall also submit all of its annual tax returns and year-end financial statements. Borrower shall provide annual financial statements reasonably acceptable to Lender. With regard to internally generated reports, all shall be certified by the Borrower's Chief Executive Officer and Chief Financial Officer as being true and correct.

(f) Without the prior written consent of Lender which shall not be unreasonably withheld, delayed or conditioned, Borrower shall not: (i) amend their organizational or governing documents; (ii) materially alter their ownership or management structure; (iii) fail to operate the Business substantially in accordance with its past practices; (iv) sell all or substantially all of their assets; (v) merge or consolidate with or into any other entity; (vi) dissolve; (vii) make any distribution or disposition of assets of the Borrower if an Event of Default exists and such distribution or disposition will materially and adversely affect the financial condition of Borrower; or (viii) fail to remain in good standing and authorized to do business in all jurisdictions where such standing or authorization is required with respect to Borrower's Business. In addition, no Borrower shall change its name or principal place of business without ten (10) days prior notice to Lender. Notwithstanding any provision hereof to the contrary, nothing herein shall prohibit or require Lender's consent to: distributions made by any Borrower in the ordinary course after service of monthly payments due under the Note.

(g) Lender's affiliate, ABC, shall be the exclusive vendor of the services provided under the Billing Service Agreement while any Obligation is outstanding and for a period of twelve (12) months thereafter. If Borrower has not previously executed a Billing Service Agreement with ABC it shall do so contemporaneously herewith. This subsection shall specifically survive the repayment of the Obligations.

(h) Borrower shall permit Lender, at all reasonable times (prior to an Event of Default, on not less than five (5) days prior written notice to Borrower), to (i) inspect, audit and copy the books, records and papers relating to Borrower's financial or business condition (which information shall be maintained by Lender in a confidential manner); and (ii) inspect and appraise any of Borrower's assets. The reasonable out-of-pocket costs of all such inspections while an Event of Default exists shall be borne by Borrower; otherwise, they shall be borne by Lender.

(i) Borrower shall permit, and hereby give express written authorization for, all or any government authority to furnish to Lender reports of any examination, or any other records pertaining to Borrower, upon request by Lender.

(j) Borrower shall promptly reimburse Lender for all Lender Expenses.

(k) Borrower shall pay all taxes on, or affecting, it, its Business or the Collateral by at least ten (10) days of its due date each year and provide Lender with written proof of such payment by at least ten (10) days of such due date each year or otherwise timely contest the same and establish reserves therefor. Borrower shall pay (or cause to be paid) all insurance premiums on or before the due date thereof and shall provide Lender written proof of such payment within ten (10) days of payment. Upon the occurrence of an Event of Default, Borrower agree to notify Lender immediately of any changes to the amounts, schedules and instructions for payment of any taxes and insurance premiums of which it has obtained actual knowledge and authorizes Lender or its agent to obtain the bills for taxes directly from the appropriate tax authority.

(l) The Borrower shall not disclose to any third party the terms of this credit facility unless required to do so by applicable law or governing authority, in the event failure to disclose the same will prejudice any claim or action asserted by Borrower or unless such information is not already known by such party and such party is bound to maintain the confidentiality of such disclosure to the same degree as the Borrower.

(m) The Borrower agrees that it shall use the proceeds of the Loan solely for the purpose of renovating or updating its health and fitness club or for such other approved business purpose as described in, or required by, its franchise agreement with Anytime Fitness, LLC.

7. Default.

The occurrence of any one or more of the following events and/or occurrences shall constitute an "Event of Default" hereunder:

(a) The occurrence of a default under the Credit Agreement or the failure to pay or perform any of the Obligations pursuant to the terms by which they were created and defaults or failures are not remedied within applicable grace and cure periods thereunder, and, if none, which are not remedied within ten (10) days of written notice to Borrower of such default (or such longer period of time reasonably required by Borrower if Borrower diligently commences and prosecutes such remedy for a non-monetary default), whether or not such default or failure is with respect to the payment of money or otherwise, including, without limit, any default hereunder; or

(b) Should any warranty or representation contained herein or elsewhere in the Credit Agreement at any time prove to be false or misleading in any material respect.

(c) The occurrence of any material adverse change in the financial conditions or operations of Borrower as evidenced by financial statements received by Lender pursuant to this Agreement or any other objectively verifiable evidence in the possession of Lender, including without limitation material decreases in

collections at Borrower's club locations that or are likely, in the reasonable discretion of Lender, to prevent the Borrower from making monthly debt service payments to Lender.

(d) The termination of a Billing Agreement by Borrower.

8. Remedies.

(a) Generally. Upon the occurrence of any Event of Default, Lender may exercise any and all rights and/or remedies which may be available to Lender under the Credit Agreement or otherwise available either at law or in equity, including without limitation, immediately exercising a right of set off against all of the Borrower funds in the possession of Lender.

(b) Disposition of Proceeds. Subject to the provisions of all applicable law, and after the occurrence of an Event of Default, the net cash proceeds resulting from the sale or other disposition of all or any part of the Collateral held by Lender shall be applied in the following order: (i) first, to Lender Expenses; (ii) second, to the satisfaction of the Obligations, with application to principal, interest, charges and expenses to be in such order and manner as determined by Lender in its sole discretion; and (iii) third to satisfaction of any remaining obligations of Borrower hereunder. Any surplus after such application shall be delivered to Borrower, and Borrower shall be liable for, and shall pay to Lender on demand, any deficiency remaining after such application.

(c) Remedies Cumulative. The remedies provided for herein are cumulative and shall be in addition to any and all other rights or remedies provided for herein or at law or in equity including any lien and right of offset. The exercise of any right or remedy by Lender hereunder shall not constitute a cure or waiver of any default in connection with the Obligations nor invalidate any notice of default or act done pursuant to any such notice, nor prejudice Lender in the exercise of any of its other rights.

9. Miscellaneous.

(a) Waiver. No waiver by Lender of any default or breach by Borrower hereunder shall be implied from any omission by Lender to take, or any delay in taking, action on account of such default other than the default expressly made the subject of the waiver and any such express waiver shall be operative only for the time and to the extent therein stated. Any waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Lender to or of any act by Borrower requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

(b) No Duty of Lender. Nothing in this Agreement shall impose or imply any duty or obligation whatsoever upon Lender, and Lender shall be under no duty to take any action to preserve rights of Borrower with respect to any of the security held by Lender for the Obligations. Borrower waives any and all impairment of recourse and/or impairment of collateral defenses which they may possess against the Lender.

(c) Amendment. The Agreement and the Credit Agreement constitute the entire agreement between the parties and may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the party against whom enforcement is sought.

(d) Indemnification. To the fullest extent permitted by law, Borrower agrees to indemnify and hold harmless Lender, and Lender's officers, directors, shareholders, agents, attorneys and employees (collectively "Indemnitee"), from and against any and all reasonable out of pocket costs resulting from liability, loss, damage, costs or expense, including court costs and reasonable out-of-pocket attorney's fees, that Indemnitee may hereafter suffer, incur, reasonably pay or in any manner be held liable for to third parties, by reason of any breach, default, misstatement or misrepresentation of any of the statements, warranties or representations of Borrower contained in the Credit Agreement, or by reason of any Event of Default of Borrower, or any of Borrower's employees, officers, affiliates or agents, in the performance of any duties, covenants or obligations arising under this or any other Credit Agreement. In this connection, but without limitation, Borrower agrees to reimburse any Indemnitee promptly upon demand for any

payments made by such person to a third party with respect to any liability, damage, loss or claim to which the foregoing indemnity relates. Notwithstanding the generality of the foregoing provisions, no indemnification or agreement to hold Lender harmless is provided hereunder for any liability, loss, damage, costs or expense resulting from Lender's gross negligence, willful misconduct or illegal actions.

(e) Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person, by facsimile transmission with receipt acknowledged by the recipient thereof or by electronic mail transmission with receipt acknowledged by the recipient thereof, (b) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses listed on the signature page. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

(f) Attorneys' Fees. Borrower hereby covenants and agrees that it shall reimburse Lender for any and all reasonable out-of-pocket litigation, collection and enforcement fees and costs of whatever nature, including reasonable out-of-pocket attorneys' fees and court costs, which Lender may incur as a result of its enforcement of Borrower's obligations hereunder following an Event of Default, including, without limitation, all "workout" or similar discussions and negotiations and all reasonable out-of-pocket fees and costs incurred in connection with Lender's involvement in any bankruptcies arising therefrom. Borrower shall additionally be responsible for the payment at the initial funding of principal hereunder all reasonable out-of-pocket legal fees incurred by Lender in connection with the documentation and closing of this credit facility.

(g) Binding Effect; Assignment. This Agreement may be assigned by Lender, including, without limitation the assignment or sale of a participation interest in the loan transaction governed by this Agreement. Borrower authorizes Lender to disseminate any information it has pertaining to the loan transaction, including, without limitation, credit information on Borrower, any of its principals, any guarantor, or any other party liable, directly or indirectly for the Obligations, to such assignee or participant or prospective assignee or participant. Borrower shall execute, acknowledge and deliver any and all instruments reasonably requested by Lender in connection with such assignment or participation. Borrower may not assign its interest in, or obligation under, this Agreement except with the written consent of Lender. Subject to the foregoing, all of the terms, covenants, conditions, representations and warranties hereof shall inure to the benefit of, and be binding upon, the successors and assigns of Lender and Borrower. Borrower hereby consents to the collateral assignment of Lender's interests in and to the Credit Agreement to third party creditors of Lender without the need for any further consent of whatever nature by Borrower. Should Lender's assignee assume rights under the Credit Agreement, Borrower covenants and agrees that they will continue to perform the Credit Agreement in accordance with its terms and conditions and shall recognize said assignee as the lawful and enforceable successor in interest to Lender.

(h) [RESERVED].

(i) Preparation of Agreement. The parties hereto acknowledge that this Agreement has been negotiated and prepared in an arms-length transaction and that both Lender and Borrower have negotiated all the terms contained herein. Accordingly, the parties agree that neither party shall be deemed to have drafted the Agreement and the Agreement shall not be interpreted against either party as the draftsman.

(j) Other Acts and Documents. The parties agree to undertake such other acts and execute such other documents as maybe reasonably necessary to affect the purpose and intent of this Agreement.

(k) Merger. This Agreement, and the other agreements or instruments identified or referenced in the Credit Agreement represent the culmination of all prior negotiations, representations, and agreements between the parties with respect to the transaction contemplated hereby. All such prior negotiations, representations, and agreements are merged herein.

(l) Advice of Counsel. Each party acknowledges to the other that such party has been advised by legal counsel in connection with the negotiation and execution of this Agreement and that each party understands the terms and conditions contained herein and that each has entered into this Agreement voluntarily.

(m) Arkansas Law Applicable. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS (WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAWS RULES) AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN THE STATE OF ARKANSAS, EXCEPT TO THE EXTENT THAT REAL AND PERSONAL PROPERTY LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, INCLUDING LAWS RELATING TO PERFECTION AND THE EFFECT OF PERFECTION AND NON-PERFECTION OF LIENS ON REAL AND PERSONAL PROPERTY, OR THE TRANSFER OF, AND EFFECT OF TRANSFER OF, SECURITY TITLE TO REAL PROPERTY LOCATED IN SUCH STATE, SHALL NECESSARILY APPLY TO THE EXERCISE OF ANY REMEDIES RELATING TO THE ENFORCEMENT OF THE SECURITY COVERED BY THIS AGREEMENT AND PROVIDED FURTHER, THE PARTIES EXPRESSLY CHOOSE THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED TO GOVERN THE EFFECTIVENESS OF THE GRANT AND CONVEYANCE OF THE LIEN AGAINST AND SECURITY TITLE TO THE PROPERTY.

(n) JURY WAIVER. BOTH PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVES THEIR RIGHT TO A JURY TRIAL IN THE EVENT OF ANY DISPUTE OR LITIGATION ARISING HEREUNDER OR UNDER ANY RELATED DOCUMENT EXECUTED IN CONNECTION HEREWITH. BORROWER COVENANT AND AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ALL LITIGATION ARISING IN CONNECTION WITH THE ENFORCEMENT, COLLECTION OR ADMINISTRATION OF THIS AGREEMENT SHALL REST EXCLUSIVELY IN PULASKI COUNTY, ARKANSAS AND BORROWER WAIVE ALL RIGHTS TO ASSERT OTHERWISE.

(o) Construction. Unless the context of any provision of this document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, paragraph, exhibit and similar references are to this Agreement unless otherwise specified. Any reference in this Agreement to the Credit Agreement or any other Agreement to which Lender and Borrower is a party shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions and supplements thereto.

(p) Schedules and Exhibits. All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by this reference.

(q) USA Patriot Act Compliance. Borrower warrant and represent that none of the Borrower nor any principal, manager or majority member of the Borrower appear on the list of Specially Designated Nationals and Blocked Persons that is maintained by the United States Treasury Department's Office of Foreign Assets Control ("OFAC") or any similar list maintained by any governmental entity or agency (collectively, the "SDN List"). If Lender knows, has reason to know or suspects or has reason to suspect that Borrower has, is, or will violate the warranty and representation contained in the preceding sentence, Lender shall have the right to terminate this Agreement and to take any and all action or to make any report or notification required by OFAC or any other applicable governmental entity or agency or by the laws relating to the applicable SDN List.

(r) Participation. Lender shall have the exclusive option and privilege of selling the loan in its entirety or participating interests in the loan to such persons or entities and on such terms and conditions as Lender may determine and may disclose any and all information relating to the Loan to such participants or any other purchaser of the loan, provided that such participants or other purchasers are bound by written obligations of confidence substantially similar to those contained herein or are otherwise subject to bank secrecy laws prohibiting the disclosure of Borrower's confidential information.

IN WITNESS WHEREOF, the parties hereto have executed this Secured Loan Agreement on the day and year set forth in the preface.

LENDER:
RV NOW, LLC

BORROWER:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

SECURED PROMISSORY NOTE

§ _____, 20____

FOR VALUE RECEIVED, the undersigned borrower (the "Borrower") hereby covenants and promises to pay to the order of RV NOW, LLC ("Lender"), or its successors or assigns, at Lender's address at P.O. Box 94950 North Little Rock, Arkansas 72190, or at such other place as the Lender may designate to the Borrower in writing from time to time, in legal tender of the United States, the sum of _____ and ____/100 Dollars along with interest at the Interest Rate as provided herein.

1. **Definitions.** As used throughout this Secured Promissory Note ("Promissory Note"), the following capitalized terms shall have the following meanings:

"Credit Agreement" shall collectively mean this Promissory Note; that certain Secured Loan Agreement of even date herewith by and between Borrower and Lender (the "Loan Agreement"); that Billing Services Agreement executed by Borrower; that Merchant Services Agreement executed by Borrower, if any; that Pledge and Security Agreement executed by Borrower; that Unconditional Guaranty executed by Guarantor, and all other documents referenced therein or otherwise pertaining to this transaction.

"Event of Default" shall mean the Borrower's failure to pay any required installment payment of principal or interest hereunder within ten (10) days of the due date thereof or any other sums due hereunder which are not paid within ten (10) days after written notice to Borrower; or Borrower's failure to pay or perform any other condition or covenant of any nature as contained in the Credit Agreement after all cure periods provided therein have expired.

"Interest Rate" shall mean _____ PERCENT (____%) per annum.

"Lender Expenses" shall mean all reasonable out-of-pocket costs or expenses of every nature which are incurred by Lender in connection with Lender's administration and servicing, defending or enforcing of the Credit Agreement as expressly permitted thereunder and following an Event of Default thereunder, including, without limitation, all reasonable out-of-pocket fees and expenses incurred by both Lender and its legal counsel in advising, structuring, drafting, reviewing, administering, amending, terminating, enforcing (including fees and expenses incurred by Lender and its legal counsel in connection with a "workout," a restructuring, or an insolvency proceedings concerning Borrower), irrespective of whether suit is brought.

"Maturity Date" shall mean that date which is _____ months from and after the date of this Promissory Note.

"Payment Commencement Date" shall mean _____.

2. **Principal Advances.** All principal evidenced hereby shall be advanced by Lender to Borrower pursuant to the Secured Loan Agreement delivered contemporaneously with Borrower's execution of this Promissory Note.

3. **Required Payments of Principal and Interest.** Borrower shall pay all accrued interest and unpaid principal to Lender immediately upon Lender's demand and otherwise Borrower shall pay interest and principal to Lender as follows:

a. **Initial Interest Payment.** Borrower shall pay to Lender on the Payment Commencement Date an amount equal to that interest, calculated at the Interest Rate based upon the actual number of days elapsed at a daily rate based on a 360-day year, that has accrued against those advances of principal extended by Lender to Borrower hereunder.

b. **Subsequent Monthly Principal and Interest Payments.** In the month immediately following the Payment Commencement Date, Borrower shall pay to Lender on the same day of the month as the Payment Commencement Date, and on the same day of each month thereafter until the Maturity Date, an amount, in equal monthly installments, that will suffice to fully amortize the principal amount advanced with accrued interest, calculated at the Interest Rate and based upon the actual number of days elapsed at a daily rate based on a 360-day year, it being recognized, understood and agreed that said sum shall be applied to Lender Expenses, interest and principal as provided in Section 3(c) below.

c. **Application of Payments Received by Lender.** All payments received by Lender from Borrower hereunder shall be applied first to Lender Expenses, then to interest due hereunder, then to principal due hereunder, or, upon the

occurrence and continuation of an Event of Default, at the option of the holder, to any other indebtedness owed by Borrower to Lender or its successors, assigns or affiliates under the loan evidenced by this Promissory Note.

d. Offset of Payments. Borrower hereby authorizes Lender and Lender's affiliates, including without limit, ABC Financial Services, Inc. ("ABC") to offset any amounts which may be due and payable to Lender from Borrower against amounts which may be due from Lender, ABC or their other affiliates to Borrower. By way of example, ABC will process and collect membership dues and other amounts due from members of the health and fitness clubs owned by the Borrower pursuant to a separate exclusive Billing Services Agreement with Borrower and remit certain funds derived therefrom to Borrower but Lender shall have the right to request that ABC deduct from such remittances amounts which are due to Lender from the Borrower under this Promissory Note, the Credit Agreement or any other document between the Lender and the Borrower and Borrower authorizes ABC to comply with such request.

4. Prepayment. Borrower may prepay all or any portion of this loan prior to maturity without a prepayment penalty, fee or charge.

5. Default and Acceleration. This Promissory Note shall be payable in full and all of the principal, interest and Lender Expenses outstanding shall, at the option of Lender, immediately become accelerated and due and payable in full without further notice, demand or presentment upon the occurrence of an Event of Default. Upon the occurrence of an Event of Default, the Borrower shall pay all Lender Expenses.

6. Default Interest. Upon the occurrence of an Event of Default and continuing until Lender acknowledges in writing that said Event of Default has been cured or waived, all principal and interest owing and outstanding under this Promissory Note or otherwise shall immediately begin bearing interest until paid in full at a rate equal to the lesser of (a) 17% or (b) the maximum rate of interest which Lender may by law charge and collect.

7. Late Fees. Borrower shall pay to Lender a late payment fee equal to 10% of any amount not timely paid when due and payable under this Promissory Note; provided that such late payment fee shall not be less than \$50, nor more than \$250, per delinquency should any installment due hereunder not be paid within ten (10) days after the due date, it being understood that such fee shall reimburse Lender for administrative, servicing, collection and other costs incurred as a result of said delinquency unless caused by the Lender's failure to timely apply available revenues of Borrower in its possession (pursuant to Section 3(d) above) to the amounts due under this Promissory Note. Payments received hereunder after Lender's cut-off time, as determined by Lender from time to time (but in no event earlier than 4:00 post meridian Eastern Standard Time), or on weekends or holidays will be credited as of the next business day.

8. Security and Collateral for Repayment. This Promissory Note is secured by the Credit Agreement of even date herewith in favor of Lender, and all other collateral which may be more fully described in those other collateral and security documents executed in connection with this transaction.

9. Usury. Borrower acknowledges that it has agreed to pay interest on the principal balance outstanding hereunder at the Interest Rate. The Lender does not intend to violate any applicable usury laws. Accordingly, all agreements between Borrower and Lender are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the Lender hereunder exceed the maximum rate allowed by applicable law. If, from any circumstances whatsoever, fulfillment and payment of Borrower's obligations, at the time performance of such obligations shall be due, shall cause the effective rate of interest upon the sums evidenced hereby to exceed the maximum rate of interest allowed by applicable law, then, the obligation to be fulfilled shall be reduced automatically to the extent necessary to prevent that effective rate of interest from exceeding the maximum rate allowable under applicable law and to the extent that the Lender shall receive any sum which would constitute excessive interest, such sum shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest; or, if such excessive interest exceeds the unpaid balance of principal, the excess shall be promptly refunded to Borrower. This provision shall control every other provision of all agreements between Borrower and the Lender including, without limitation, the Credit Agreements.

10. Waivers. Except where notice is explicitly required by separate provisions of the Credit Agreement, all parties to this Promissory Note, whether Borrower, principal, surety, guarantor, endorser, or any other party, hereby waive presentment for payment, demand, protest, notice of protest, notice of non-payment, and notice of dishonor, impairment of recourse and impairment of security. The failure of the holder of this Promissory Note to exercise any right hereunder shall not preclude the holder from

exercising any other right which the holder may be entitled to exercise upon the happening of such event and the failure to exercise any right hereunder which the holder may be entitled to exercise shall not constitute a waiver of the right to exercise said right or any other right upon the subsequent occurrence of any such event nor shall any waiver by the Lender of any such right or rights on any one occasion be deemed a bar to or waiver of the same right or rights on any future occasion. All endorsers, guarantors, sureties or other persons who may now or hereafter be liable for the payment of this Promissory Note, by endorsing, guaranteeing or assuming this Promissory Note, consent to all of the terms and conditions herein contained and agree that this Promissory Note may be modified, extended or renewed in whole or in part, without notice, including (a) the impairment, substitution, exchange or release at any time or times of all or any part of any security or collateral security now or hereafter furnished, (b) the release of, or the impairment of the right of recourse against Borrower or any endorser, guarantor, surety or any other person now or hereafter liable hereon, (c) the substitution of, renewal or extension of this Promissory Note, (d) the modification of any terms hereof, or other agreement now or hereafter given in connection with or as security for this Promissory Note, and (e) any change in the rate of interest, if any, hereon or the imposition of any fees whether authorized under this Promissory Note, or any note, mortgage, security agreement, loan agreement, or any other agreement now or hereafter given in connection with or as security for this Promissory Note.

11. No Modifications. This Promissory Note may not be changed, modified or amended orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

12. Choice of Laws. This Promissory Note is to be construed and enforced in accordance with the laws of the State of Arkansas and applicable federal law. In the event of any dispute concerning the interpretation, application or enforcement of this Promissory Note, or any other document executed in connection herewith, the sole and exclusive venue for same shall be the Circuit Court in and for the County of Pulaski, State of Arkansas. Borrower hereby consents to the jurisdiction of said Court. The Lender and Borrower understand, acknowledge and agree the Promissory Note is governed by the laws of the State of Arkansas and applicable federal law.

13. Severability. In the event that any one or more of the provisions contained in this Promissory Note or in any other loan document executed in connection herewith shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Promissory Note or any other loan document executed in connection herewith, and in lieu of such invalid, illegal or unenforceable provision there shall be added automatically as part of this Promissory Note a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable thereafter.

14. Binding Effect. This Promissory Note and all covenants, promises and agreements contained herein or associated herewith shall be binding upon and inure to the benefit of the respective legal representatives, personal representatives, devisees, heirs, successors and assigns of the Lender and the Borrower. The term "Lender" shall be deemed to mean the holder of this Promissory Note from time to time.

15. No Joint Venture. Borrower recognizes and agrees that the relationship between Lender and Borrower shall be strictly construed as a relationship between a debtor and a secured party and never as a joint venture or similar relationship between Lender and Borrower. Except with respect to its specific contractual obligations Lender shall not be obligated to perform or discharge any obligation or duty of Borrower with respect to (a) the operation of the Collateral or (b) the performance of any obligations under any Membership Contracts affecting the Collateral. Borrower covenants and agrees to hold harmless, defend and indemnify the Lender from and against any liability arising with respect to (a) Borrower's operation of the Clubs or (b) Borrower's performance of any of its covenants or obligations under any of the membership contracts affecting the Collateral

16. JURY WAIVER. BORROWER HEREBY WAIVES BORROWER'S RIGHT TO A JURY TRIAL IN THE EVENT OF ANY DISPUTE OR LITIGATION ARISING HEREUNDER OR UNDER ANY RELATED DOCUMENTS EXECUTED IN CONNECTION HEREWITH. BORROWER COVENANTS AND AGREES THAT THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ALL LITIGATION ARISING IN CONNECTION WITH THE ENFORCEMENT, COLLECTION OR ADMINISTRATION OF THIS PROMISSORY NOTE SHALL REST EXCLUSIVELY IN PULASKI COUNTY, ARKANSAS, AND BORROWER WAIVES ALL RIGHTS TO ASSERT OTHERWISE.

IN WITNESS WHEREOF, this Secured Promissory Note has been executed as of the date set forth in the preface.

BORROWER:

By: _____

Title: _____

Address: _____

UNCONDITIONAL GUARANTY

THIS UNCONDITIONAL GUARANTY is executed by the undersigned guarantor(s) (individually and collectively, the "Guarantor") as of the ____ day of _____, 20__.

Guarantor hereby requests and authorizes RV NOW, LLC ("Lender") to extend credit to _____ (the "Borrower"), pursuant to the terms and conditions of, among other documents:

- (a) that Secured Promissory Note of even date herewith executed by Borrower;
- (b) that Secured Loan Agreement of even date herewith executed by Borrower (the "Loan Agreement");
- (c) that Pledge and Security Agreement of even date herewith executed by Borrower; and
- (d) that Billing Services Agreement executed by Borrower and Lender's affiliate, ABC Financial Services, Inc. ("ABC");

all of the above-referenced documents, along with all other documents executed by the Borrower or the Guarantor to and in favor of Lender or ABC in connection with the loan described in the Loan Agreement, being collectively referred to herein as the "Credit Agreement." Capitalized terms used in this Guaranty and not otherwise specifically defined shall have the same meaning ascribed to them as in the Loan Agreement.

It is recognized and agreed that Guarantor will receive substantial financial consideration, benefit and gain as a result of Lender's extension of credit to the Borrower and Guarantor's execution of this document.

In consideration of the granting of said financial and credit accommodations by Lender to the Borrower as provided in the Loan Agreement, and for other good and valuable consideration, and recognizing that Lender would not otherwise advance a loan to the Borrower absent the execution of this Unconditional Guaranty by Guarantor, Guarantor hereby covenants and agrees with Lender as follows:

1. Performance. Guarantor jointly and severally guarantees the prompt payment and performance, on demand, of:
 - (a) All of the Obligations, financial and otherwise, as are set forth and specified in the Credit Agreement and in all other documents executed by Borrower in favor of Lender or ABC;
 - (b) All of the Borrower's present and future obligations and indebtedness incurred or created under the Loan Agreement.

Time is of the essence in connection with the performance of Guarantor's obligations hereunder. Payment shall be made in any certified and readily-available funds that, at the time of payment, are legal tender in the United States of America for public and private debts. Guarantor's obligations hereunder are unconditional and irrevocable.

2. Change of Terms. In such manner, upon such terms, and at such times as Lender deems best, and without notice to the undersigned, by agreement between them, Lender and the Borrower may alter, compromise, accelerate, extend, or change the time or manner for the payment of the indebtedness hereunder or the performance of any other obligation hereby guaranteed; release the Borrower, by acceptance of a deed in lieu of foreclosure or otherwise, as to all or any portion of the indebtedness; release, substitute, or add any one or more guarantors or endorser; accept additional or substituted security therefor; or exchange, release, surrender, realize upon, or subordinate any security therefor or deal with it in any manner that Lender may reasonably determine. No exercise or non-exercise by Lender of any right hereby given Lender, no dealing by Lender with Borrower, or guarantor, endorser, or any other person, and no change, impairment, or suspension of any right or remedy of Lender shall in any way affect any of the obligations of Guarantor hereunder or any security furnished by Guarantor or give Guarantor any recourse against Lender.

3. Continuing Guaranty. This is a continuing guaranty relating to any and all indebtedness extended by Lender to the Borrower or any of their affiliates, including that indebtedness arising under successive and future transactions by and between Lender and the Borrower pursuant to the Loan Agreement, which shall either increase or continue the obligations and indebtedness owed by the Borrower to Lender or, from time to time, renew said obligations and indebtedness after said obligations and indebtedness have otherwise been satisfied. This continuing guaranty shall also ensure the payment and performance by Borrower of all renewals, modifications and/or extensions of the Obligations.

4. All Liability Included. The guaranteed debt includes, without limit, all liability of the Borrower to the Lender, whether now or hereafter incurred. Termination of this Guaranty shall be effective only as to that portion of the debt incurred after written notice of termination has been received by an officer of Lender, and this Guaranty shall remain in full force and effect as to all debt incurred before that time including loan commitments. Regardless of when a renewal, extension, or pre-termination of the debt guaranteed hereby occurs (with or without adjustment of interest rate or other terms), the debt is deemed to have been incurred prior to termination to the extent of the renewal or extension and to be fully covered by this Guaranty.

5. Security Interest. In addition to all liens and rights of setoff given to Lender by law against any property of Guarantor, Lender shall have a general lien on and security interest in and a right of setoff against all personal property of Guarantor, including, without limit, accounts receivable, money and the proceeds thereof, now or hereafter in the physical possession of or on deposit with Lender, whether held in a general or special account, on deposit or for safekeeping or otherwise. Each such lien, security interest, and right of setoff may be enforced or exercised without demand upon or notice to Guarantor (unless such notice or demand is required by statute), shall continue in full force unless specifically waived or released by Lender in writing and shall not be deemed waived by any conduct of Lender, by any failure of Lender to exercise any such right of setoff or to enforce any such lien or security interest or by any neglect or delay in so doing.

6. Waiver. Guarantor hereby waives and agrees not to assert or take advantage of:

- (a) Any right to require Lender to proceed against the Borrower or any other person or to proceed against or exhaust any security held by Lender at any time or to pursue any other remedy in Lender's power before proceeding against Guarantor;
- (b) The defense of the statute of limitations in any action hereunder or in any action for the collection of the Credit Agreement or the performance of any other obligation hereby guaranteed;
- (c) Any defense that may arise by reason of the incapacity, illegality, lack of authority, death or disability of any other person or persons or the failure of Lender to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;
- (d) Demand, protest, and notice of any kind including, without limiting the generality of the foregoing, notice of the existence, creation, or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of the Borrower, Lender, and endorser or creditor of the Guarantor or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness held by Lender as collateral or in connection with the Credit Agreement or any other obligation hereby guaranteed;
- (e) Any defense based upon an election of remedies by Lender, including without limitation an election to proceed by non-judicial rather than judicial foreclosure, which destroys or otherwise impairs the subrogation rights of Guarantor; and
- (f) Any duty on the part of Lender to disclose to Guarantor any facts Lender may now or hereafter know about the Borrower, regardless of whether Lender has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible and has the means available for being and keeping informed of the financial condition of the Borrower and of all circumstances bearing on the risk of non-payment of the Credit Agreement or nonperformance of any other obligation hereby guaranteed.

The foregoing is not to be construed as a waiver of any notice requirement explicitly set forth in the Credit Agreement or related documents.

7. Guarantor Information. Guarantor warrants to Lender that it has adequate means to obtain from the Borrower, on a continuing basis, information concerning the financial condition of the Borrower and that it is not relying on Lender to provide such information either now or in the future. Guarantor shall supply to Lender its financial statements on each anniversary date of this Credit Agreement and otherwise as provided in the Loan Agreement. Guarantor covenants and agrees that it will always be fully

informed regarding the status of the Credit Agreement, all advances of principal under the Credit Agreement, the in-balance or out-of-balance nature of the Credit Agreement, and all other financial and other aspects of every nature pertaining to the Credit Agreement. Lender will possess no obligation of any nature to provide Guarantor with any information regarding the status of the Credit Agreement.

8. Subrogation. To the extent Lender has not been paid in full with respect to any Obligations, Guarantor shall have no right of subrogation and waives any right to enforce any remedy that Lender now has or may hereafter have against the Borrower and any benefit of, and any right to participate in, any security now or hereafter held by Lender. Guarantor shall not be a creditor with respect to this Guaranty in any bankruptcy proceeding by or against the Borrower. Guarantor shall have neither a contingent nor a non-contingent claim against the Borrower under this Guaranty.

9. Subordination. Except as otherwise provided in this Paragraph, all existing and future indebtedness of the Borrower to Guarantor or to any person owned in whole or in part by Guarantor, is hereby subordinated to the Obligations under the Credit Agreement and, following an Event of Default without the prior written consent of Lender, such subordinated indebtedness shall not be paid or withdrawn in whole or in part nor will Guarantor cause or permit any person owned in whole or in part by Guarantor to accept any payment of or on account of any such indebtedness or as a withdrawal of capital while this Guaranty is in effect.

10. Bankruptcy. Except as provided in Paragraph 8 above, Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required by law, all claims which Guarantor may have against the Borrower relating to any indebtedness of the Borrower to Guarantor and will assign to Lender all rights of Guarantor thereunder. If Guarantor does not file any such claim, Lender, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor or, in Lender's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Lender the full amount hereof and, to the full extent necessary for that purpose; Guarantor hereby assigns to Lender all of Guarantor's rights to any such payment or distributions to which Guarantor would otherwise be entitled.

11. Application of Payment. With or without notice to Guarantor, Lender, in Lender's sole reasonable discretion and at any time and from time to time after an Event of Default and in such manner and upon such terms as Lender deems fit, may apply any or all payments or recoveries from the Borrower or from any other guarantor or endorser under any other instrument or realized from any security, in such manner and order of priority as Lender may reasonably determine.

12. Cumulative Rights. The amount of Guarantor's liability and all rights, powers and remedies of Lender hereunder and under any other agreement now or at any time hereafter in force between Lender and Guarantor related to the Loan, including any other guarantee executed by Guarantor relating to any indebtedness of the Borrower to Lender, shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Lender by law.

13. Independent Obligations. The obligations of Guarantor hereunder are independent of the obligations of the Borrower and, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not the Borrower is joined therein or a separate action or actions are brought against the Guarantor. In this regard, Guarantor waives any right to require Lender to (a) proceed against the Borrower, (b) proceed against or exhaust any security held by Lender for payment of the note executed by the Borrower pursuant to the Credit Agreement, or (c) pursue any other remedy that Lender has or to which it may be entitled. Without limiting the foregoing, Guarantor waives any necessity or requirement, substantive or procedural, that an action previously be commenced or a judgment previously be rendered against the Borrower or any other person or entity be joined in such cause or that a separate action be brought against the Borrower or any other person or entity. Lender may maintain successive actions for any other Event of Default. Lender's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all sums owing to Lender in connection with the Credit Agreement have been paid in full and all other obligations hereby guaranteed have been fully performed.

14. Costs and Fees. Guarantor shall pay to Lender, promptly upon demand, reasonable out-of-pocket attorneys' fees and all reasonable out-of-pocket costs and other expenses that Lender expends or incurs following an Event of Default in collecting or compromising the indebtedness under the Credit Agreement or any other obligation hereby guaranteed or in enforcing this Guaranty against Guarantor whether or not suit is filed, expressly including without limitation all reasonable out-of-pocket costs, attorneys' fees and expenses incurred by Lender in connection with any insolvency, bankruptcy, reorganization, arrangement or similar proceedings involving Guarantor that in any way affect the exercise by Lender of its rights and remedies hereunder.

15. Severability. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

16. Binding Effect. This Guaranty shall inure to the benefit of Lender, its successors and assigns, including the assignees of any indebtedness hereby guaranteed, and shall bind the heirs, executors, administrators, successors and assigns of Guarantor. This Guaranty may be assigned by Lender with respect to all or any portion of the Credit Agreement, and when so assigned Guarantor shall be liable under this Guaranty to the assignee(s) of the portion(s) of the Credit Agreement so assigned without in any manner affecting the liability of Guarantor hereunder to Lender with respect to any portion of the Credit Agreement retained by Lender.

17. Expiration. Upon the payment in full to Lender of all Obligations owing to Lender and any subsequent loans, this Guaranty shall be of no further force or effect.

18. Reasonableness. Guarantor warrants and agrees that each of the waivers set forth in this Guaranty are made with Guarantor's full knowledge of their significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. No provisions of this Guaranty or right of Lender hereunder can be waived nor can Guarantor be released from their obligations hereunder except by a writing duly executed by an authorized officer of Lender.

19. Terminology. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

20. Exclusive Statement. This writing is intended by the parties as a final expression of this Unconditional Guaranty and is also intended as a complete and exclusive statement of the terms hereof. No course of dealing, course of performance or trade usage, and no parol evidence of any nature shall be used to supplement or modify any terms. Nor are there any conditions to the full effectiveness of this agreement.

21. Joint and Several Liability. If two or more persons are signing this Guaranty as Guarantor, then all such persons shall be jointly and severally liable for the obligations of Guarantor hereunder.

22. Waiver of Change. Guarantor hereby expressly waives (a) any renewals or extensions of time for payment of the guaranteed debt (b) any changes in the terms of the guaranteed debt including increase or decrease in installment payments or any interest rate adjustments, or (c) any other change in the guaranteed debt including a change in the business structure of the Borrower.

23. Dealing with Security Interest. The undersigned Guarantor hereby expressly waives (a) surrender, release, exchange, substitution, dealing with or taking any additional collateral, (b) abstaining from taking advantage of or realizing upon any security interest, or other guarantee, (c) any impairment of collateral by Lender including but not limited to, failure to perfect a security interest in the collateral, and (d) any impairment by Lender of Guarantor's rights of recourse against other parties.

24. Unconditional Liability. Guarantor has signed this Unconditional Guaranty and has unconditionally delivered it to Lender, and failure to sign this or any other guaranty by any other person shall not discharge the liability of any signer. The unconditional liability of the signers applies whether signer is jointly and severally liable for the entire amount of the debt, or for only a pro rata portion.

25. Errors and Omissions. Guarantor hereby waives all errors and omissions in connection with Lender's administration of the guaranteed debt, except errors or omissions resulting from Lender's gross negligence, bad faith, willful misconduct or illegal actions.

26. Acts and Omissions. Without in any way limiting the foregoing, Guarantor hereby waives any other act or omission of Lender (except acts or omissions due to the gross negligence of Lender or, bad faith or willful misconduct) which changes the scope of the Guarantor's risk.

27. Remedies. As a condition of the payment or performance by Guarantor, Lender is not required to enforce any remedies against the Borrower or any other party liable to Lender on account of the guaranteed debt. Nor is Lender required to seek to

enforce or resort to any remedies with respect to any security interest, lien or encumbrance to Lender by the Borrower or any other party.

28. Enforceability. This Unconditional Guaranty remains fully enforceable irrespective of any defenses which the Borrower may assert on the underlying debt, including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction, and usury.

29. Liability for Full Amount. Guarantor agrees that, if at any time all or any part of any payment previously applied by Lender to any of the guaranteed debt must be returned by Lender for any reason, whether by court order, or settlement, the Guarantor remains liable for the full amount returned as if such amount had never been received by Lender notwithstanding any termination of the guaranty agreement or cancellation of any note or other agreement evidencing the obligation of the Borrower.

30. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Arkansas. Except as provided in any other written agreement now or at any time hereafter in force between Lender and Guarantor, this Guaranty shall constitute the entire agreement of Guarantor with Lender with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Lender unless expressed herein. Guarantor hereby irrevocably consents to the exclusive jurisdiction of the court of the State of Arkansas with respect to any action or proceedings arising between the parties and expressly covenant and agree that the exclusive jurisdiction for all disputes and enforcement actions arising hereunder shall occur in Pulaski County, Arkansas.

31. JURY WAIVER. GUARANTOR HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN THE EVENT OF ANY DISPUTE OR LITIGATION ARISING HEREUNDER OR UNDER ANY RELATED DOCUMENTS EXECUTED IN CONNECTION HERewith.

32. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person, by facsimile transmission with receipt acknowledged by the recipient thereof or by electronic mail transmission with receipt acknowledged by the recipient thereof, (b) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the addresses below their signatures. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

For purposes of this Subsection, "Business Day" shall mean a day on which commercial banks are authorized to conduct business or Lender is open for business in the State of Arkansas.

34. Guarantor Changes. If Guarantor is an entity, then without the prior written consent of Lender, which shall not be unreasonably withheld, delayed or conditioned, Guarantor shall not take any of the following actions: (i) amend its organizational or governing documents; (ii) alter its ownership or management structure; (iii) fail to operate its business substantially in accordance with its past practices; (iv) sell all or substantially all of its assets; (v) merge or consolidate with or into any other entity; (vi) dissolve; (vii) subject to the Loan Agreement, make any distributions or dispositions of assets as dividends or other distributions if an Event of Default then exists and such action would have a material adverse affect on Lender's ability to realize on the value of such Guarantor's guaranty contained herein; or (viii) fail to remain in good standing and authorized to do business in all jurisdictions where such standing or authorization is required with respect to such Guarantor. In addition, Guarantor shall not change its name or principal place of business without ten (10) days prior notice to Lender. Notwithstanding any provision hereof to the contrary, nothing herein shall prohibit or require Lender's consent to: (i) distributions made by Guarantor in accordance with the Loan Agreement and in the ordinary course after service of monthly payments due under any Note to which it is a party; or (ii) any transfer of ownership interests in Guarantor between the current members thereof or transfers of non-controlling interests in Guarantor (and amendments to its organizational or governing documents consistent therewith).

THIS UNCONDITIONAL GUARANTY is executed on the date set forth in the preface.

GUARANTOR:

By: _____

Title: _____

Address _____

EXHIBIT J-5

WELLS FARGO SBA LENDING LOAN DOCUMENTS



200216865168800380

LIMITED LIABILITY COMPANY RESOLUTION TO BORROW / GRANT COLLATERAL

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Company:

Lender:

Wells Fargo Bank, National Association
SBA Lending
600 S. 4th Street, 13th Floor
Minneapolis, MN 55415-1526

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE COMPANY'S EXISTENCE. The complete and correct name of the Company is _____ ("Company"). The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of _____. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at _____ which the Company keeps its books and records. Unless the Company has designated otherwise in writing, the principal office is the office at _____. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MEMBERS. The following named persons are members of _____:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
_____	Managing Member	Y X	(Seal)
_____	Managing Member	Y X	(Seal)

ACTIONS AUTHORIZED. Any one (1) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, any one (1) of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Company:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Company and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Company's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Company's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Company or in which the Company now or hereafter may have an interest, including without limitation all of the Company's real property and all of the Company's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Company to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Company or in which the Company may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Company's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the members may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

**LIMITED LIABILITY COMPANY RESOLUTION TO BORROW / GRANT COLLATERAL
(Continued)**

ASSUMED BUSINESS NAMES. The Company has filed or recorded all documents or filings required by law relating to all assumed business names used by the Company. Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business:

<u>Assumed Business Name</u>	<u>Filing Location</u>	<u>Date</u>
------------------------------	------------------------	-------------

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Members of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

OTHER ACTIONS (RESOLUTIONS/AUTHORIZATIONS). In addition to the actions authorized above, the authorized person listed above is also authorized, empowered and directed to contract for the issuance by Lender of letters of credit, and to enter into any "swap agreement" (as defined in 11 U.S.C. Section 101) with Lender.

CERTIFICATION CONCERNING MEMBERS AND RESOLUTIONS. The members named above are duly elected, appointed, or employed by or for the Company, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Limited Liability Company Resolution to Borrow / Grant Collateral is dated

THIS RESOLUTION IS DELIVERED UNDER SEAL AND IT IS INTENDED THAT THIS RESOLUTION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

CERTIFIED TO AND ATTESTED BY:

X _____ (Seal)

X _____ (Seal)



NOTE: If the members signing this Resolution are designated by the foregoing document as one of the members authorized to act on the Company's behalf, it is advisable to have this Resolution signed by at least one non-authorized member of the Company.



200216865168800175

CONSTRUCTION LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower:

Lender:

Wells Fargo Bank, National Association
SBA Lending
600 S. 4th Street, 13th Floor
Minneapolis, MN 55415-1526

THIS CONSTRUCTION LOAN AGREEMENT dated _____, is made and executed between _____ ("Borrower") and Wells Fargo Bank, National Association ("Lender") on the following terms and conditions. Borrower has applied to Lender for one or more loans for purposes of constructing the Improvements on the Real Property described below. Lender is willing to lend the loan amount to Borrower solely under the terms and conditions specified in this Agreement and in the Related Documents, to each of which Borrower agrees. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement, and (B) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of _____, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

LOAN. The Loan shall be in an amount not to exceed the principal sum of U.S. \$ _____ and shall bear interest on so much of the principal sum as shall be advanced pursuant to the terms of this Agreement and the Related Documents. The Loan shall bear interest on each Advance from the date of the Advance in accordance with the terms of the Note. Borrower shall use the Loan Funds solely for the payment of: (A) the costs of constructing the Improvements and equipping the Project in accordance with the Construction Contract; (B) other costs and expenses incurred or to be incurred in connection with the construction of the Improvements as Lender in its sole discretion shall approve; and (C) if permitted by Lender, interest due under the Note, including all expenses and all loan and commitment fees described in this Agreement. The Loan amount shall be subject at all times to all maximum limits and conditions set forth in this Agreement or in any of the Related Documents, including without limitation, any limits relating to loan to value ratios and acquisition and Project costs.

PROJECT DESCRIPTION. The word "Project" as used in this Agreement means the construction and completion of all Improvements contemplated by this Agreement, including without limitation the erection of the building or structure on the Real Property identified to this Agreement by Borrower and Lender, installation of equipment and fixtures, landscaping, and all other work necessary to make the Project usable and complete for the intended purposes. The Project includes the following work:

Leasehold improvements to the property located at _____

The word "Property" as used in this Agreement means the Real Property together with all Improvements, all equipment, fixtures, and other articles of personal property now or subsequently attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for any of such property, and all proceeds (including insurance proceeds and refunds of premiums) from any sale or other disposition of such property. The real estate described below constitutes the Real Property as used in this Agreement.

FEES AND EXPENSES. Whether or not the Project shall be consummated, Borrower shall assume and pay upon demand all out-of-pocket expenses incurred by Lender in connection with the preparation of loan documents and the making of the Loan, including without limitation the following: (A) all closing costs, loan fees, and disbursements; (B) all expenses of Lender's legal counsel; and (C) all title examination fees, title insurance premiums, appraisal fees, survey costs, required fees, and filing and recording fees.

NO CONSTRUCTION PRIOR TO RECORDING OF SECURITY DOCUMENT. Borrower will not permit any work or materials to be furnished in connection with the Project until (A) Borrower has signed the Related Documents; (B) Lender's mortgage or deed of trust and other Security Interests in the Property have been duly recorded and perfected; (C) Lender has been provided evidence, satisfactory to Lender, that Borrower has obtained all insurance required under this Agreement or any Related Documents and that Lender's liens on the Property and Improvements are valid perfected first liens, subject only to such exceptions, if any, acceptable to Lender.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Delaware. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary governmental licenses and approvals for each state in which Borrower is doing business. Borrower maintains an office at _____. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business:

Borrower	Assumed Business Name	Filing Location	Date

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

CONSTRUCTION LOAN AGREEMENT (Continued)

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all liens and security interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to Lender in writing, no property of Borrower ever has been, or ever will be so long as this Agreement remains in effect, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance, as those terms are defined herein or under any Environmental Laws. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and hazardous substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

Title to Property. Borrower has, or on the date of first disbursement of Loan proceeds will have, good and marketable title to the Collateral free and clear of all defects, liens, and encumbrances, excepting only liens for taxes, assessments, or governmental charges or levies not yet delinquent or payable without penalty or interest, and such liens and encumbrances as may be approved in writing by the Lender. The Collateral is contiguous to publicly dedicated streets, roads, or highways providing access to the Collateral.

Project Costs. The Project costs are true and accurate estimates of the costs necessary to complete the Improvements in a good and workmanlike manner according to the Plans and Specifications presented by Borrower to Lender, and Borrower shall take all steps necessary to prevent the actual cost of the Improvements from exceeding the Project costs.

Utility Services. All utility services appropriate to the use of the Project after completion of construction are available at the boundaries of the Collateral.

Assessment of Property. The Collateral is and will continue to be assessed and taxed as an independent parcel by all governmental authorities.

Compliance with Governing Authorities. Borrower has examined and is familiar with all the easements, covenants, conditions, restrictions, reservations, building laws, regulations, zoning ordinances, and federal, state, and local requirements affecting the Project. The Project will at all times and in all respects conform to and comply with the requirements of such easements, covenants, conditions, restrictions, reservations, building laws, regulations, zoning ordinances, and federal, state, and local requirements.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Approval of Contractors, Subcontractors, and Materialmen. Lender shall have approved a list of all contractors employed in connection with the construction of the Improvements, showing the name, address, and telephone number of each contractor, a general description of the nature of the work to be done, the labor and materials to be supplied, the names of materialmen, if known, and the approximate dollar value of the labor, work, or materials with respect to each contractor or materialman. Lender shall have the right to communicate with any person to verify the facts disclosed by the list or by any application for any Advance, or for any other purpose.

Plans, Specifications, and Permits. Lender shall have received and accepted a complete set of written Plans and Specifications setting forth all Improvements for the Project, and Borrower shall have furnished to Lender copies of all permits and requisite approvals of any governmental body necessary for the construction and use of the Project.

Architect's and Construction Contracts. Borrower shall have furnished in form and substance satisfactory to Lender an executed copy of the Architect's Contract and an executed copy of the Construction Contract.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the consummation of the Project and duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, in their sole discretion, may require.

Bond. If requested by Lender, Borrower shall have furnished a performance and payment bond in an amount equal to 100% of the amount of the Construction Contract, as well as a materialmen's and mechanics' payment bond, with such riders and supplements as Lender may require, each in form and substance satisfactory to Lender, naming the General Contractor as principal and Lender as an additional obligee.

Appraisal. If required by Lender, an appraisal shall be prepared for the Property, at Borrower's expense, which in form and substance shall be satisfactory to Lender, in Lender's sole discretion, including applicable regulatory requirements.

Plans and Specifications. If requested by Lender, Borrower shall have assigned to Lender on Lender's forms the Plans and Specifications for the Project.

Environmental Report. If requested by Lender, Borrower shall have furnished to Lender, at Borrower's expense, an environmental report and certificate on the Property in form and substance satisfactory to Lender, prepared by an engineer or other expert satisfactory to Lender stating that the Property complies with all applicable provisions and requirements of the "Hazardous Substances" paragraph set forth in this

CONSTRUCTION LOAN AGREEMENT (Continued)

Agreement.

Soil Report. If requested by Lender, Borrower shall have furnished to Lender, at Borrower's expenses, a soil report for the Property in form and substance satisfactory to Lender, prepared by a registered engineer satisfactory to Lender stating that the Property is free from soil or other geological conditions that would preclude its use or development as contemplated without extra expense for precautionary, corrective or remedial measures.

Survey. If requested by Lender, Borrower shall have furnished to Lender a survey of recent date, prepared and certified by a qualified surveyor and providing that the Improvements, if constructed in accordance with the Plans and Specifications, shall lie wholly within the boundaries of the Collateral without encroachment or violation of any zoning ordinances, building codes or regulations, or setback requirements, together with such other information as Lender in its sole discretion may require.

Zoning. Borrower shall have furnished evidence satisfactory to Lender that the Collateral is duly and validly zoned for the construction, maintenance, and operation of the Project.

Title Insurance. Borrower shall have provided to Lender an ALTA Lender's extended coverage policy of title insurance with such endorsements as Lender may require, issued by a title insurance company acceptable to Lender and in a form, amount, and content satisfactory to Lender, insuring or agreeing to insure that Lender's security agreement or other security document on the Property is or will be upon recordation a valid first lien on the Property free and clear of all defects, liens, encumbrances, and exceptions except those as specifically accepted by Lender in writing. If requested by Lender, Borrower shall provide to Lender, at Borrower's expense, a foundation endorsement to the title policy upon the completion of each foundation for the Improvements, showing no encroachments, and upon completion an endorsement which insures the lien-free completion of the Improvements.

DISBURSEMENT OF LOAN FUNDS. The following provisions relate to the disbursement of funds from the Loan Fund.

Application for Advances. Each application shall be stated on a standard AIA payment request form or other form approved by Lender, executed by Borrower, and supported by such evidence as Lender shall reasonably require. Borrower shall apply only for disbursement with respect to work actually done by the General Contractor and for materials and equipment actually incorporated into the Project. Each application for an Advance shall be deemed a certification of Borrower that as of the date of such application, all representations and warranties contained in the Agreement are true and correct, and that Borrower is in compliance with all of the provisions of this Agreement.

Payments. At the sole option of Lender, Advances may be paid in the joint names of Borrower and the General Contractor, subcontractor(s), or supplier(s) in payment of sums due under the Construction Contract. At its sole option, Lender may directly pay the General Contractor and any subcontractors or other parties the sums due under the Construction Contract. Borrower appoints Lender as its attorney-in-fact to make such payments. This power shall be deemed coupled with an interest, shall be irrevocable, and shall survive an Event of Default under this Agreement.

Projected Cost Overruns. If Lender at any time determines in its sole discretion that the amount in the Loan Fund is insufficient, or will be insufficient, to complete fully and to pay for the Project, then within ten (10) days after receipt of a written request from Lender, Borrower shall deposit in the Loan Fund an amount equal to the deficiency as determined by Lender. The judgment and determination of Lender under this section shall be final and conclusive. Any such amounts deposited by Borrower shall be disbursed prior to any Loan proceeds.

Adequate Security. When any event occurs that Lender determines may endanger completion of the Project or the fulfillment of any condition or covenant in this Agreement, Lender may require Borrower to furnish, within ten (10) days after delivery of a written request, adequate security to eliminate, reduce, or indemnify Lender against, such danger.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan advances or to disburse Loan proceeds if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any other agreement that Borrower or any guarantor has with Lender; (B) Borrower or any guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any guarantor, or in the value of any collateral securing any Loan; or (D) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

LIMITATION OF RESPONSIBILITY. The making of any Advance by Lender shall not constitute or be interpreted as either (A) an approval or acceptance by Lender of the work done through the date of the Advance, or (B) a representation or indemnity by Lender to any party against any deficiency or defect in the work or against any breach of any contract. Inspections and approvals of the Plans and Specifications, the Improvements, the workmanship and materials used in the Improvements, and the exercise of any other right of inspection, approval, or inquiry granted to Lender in this Agreement are acknowledged to be solely for the protection of Lender's interests, and under no circumstances shall they be construed to impose any responsibility or liability of any nature whatsoever on Lender to any party. Neither Borrower nor any contractor, subcontractor, materialman, laborer, or any other person shall rely, or have any right to rely, upon Lender's determination of the appropriateness of any Advance. No disbursement or approval by Lender shall constitute a representation by Lender as to the nature of the Project, its construction, or its intended use for Borrower or for any other person, nor shall it constitute an indemnity by Lender to Borrower or to any other person against any deficiency or defects in the Project or against any breach of any contract.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with accounting principles acceptable to Lender, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Guaranties. Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans in favor of Lender, executed by the guarantors named below, on Lender's forms, and in the amounts and under the conditions set forth in those guaranties.

Names of Guarantors

Amounts

Loan Fees, Charges and Expenses. Whether or not the Project is completed, Borrower also shall pay upon demand all out-of-pocket expenses incurred by Lender in connection with the preparation of loan documents and the making of the Loan, including, without

CONSTRUCTION LOAN AGREEMENT (Continued)

limitation, all closing costs, fees, and disbursements, all expenses of Lender's legal counsel, and all title examination fees, title insurance premiums, appraisal fees, survey costs, required fees, and filing and recording fees.

Loan Proceeds. Use the Loan Funds solely for payment of bills and expenses directly related to the Project.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Construction of the Project. Cause the Improvements to be constructed and equipped in a diligent and orderly manner and in strict accordance with the Plans and Specifications approved by Lender, the Construction Contract, and all applicable laws, ordinances, codes, regulations, and rights of adjoining or concurrent property owners.

Defects. Upon demand of Lender, promptly correct any defect in the Improvements or any departure from the Plans and Specifications not approved by Lender in writing before further work shall be done upon the portion of the Improvements affected.

Project Claims and Litigation. Promptly inform Lender of (1) all material adverse changes in the financial condition of the General Contractor; (2) any litigation and claims, actual or threatened, affecting the Project or the General Contractor, which could materially affect the successful completion of the Project or the ability of the General Contractor to complete the Project as agreed; and (3) any condition or event which constitutes a breach or default under any of the Related Documents or any contract related to the Project.

Payment of Claims and Removal of Liens. (1) Cause all claims for labor done and materials and services furnished in connection with the Improvements to be fully paid and discharged in a timely manner, (2) diligently file or procure the filing of a valid notice of completion of the Improvements, or such comparable document as may be permitted under applicable lien laws, (3) diligently file or procure the filing of a notice of cessation, or such comparable document as may be permitted under applicable lien laws, upon the happening of cessation of labor on the Improvements for a continuous period of thirty (30) days or more, and (4) take all reasonable steps necessary to remove all claims of liens against the Collateral, the Improvements or any part of the Collateral or Improvements, or any rights or interests appurtenant to the Collateral or Improvements. Upon Lender's request, Borrower shall make such demands or claims upon or against laborers, materialmen, subcontractors, or other persons who have furnished or claim to have furnished labor, services, or materials in connection with the Improvements, which demands or claims shall under the laws of the state where the Improvements are located require diligent assertions of lien claims upon penalty of loss or waiver thereof. Borrower shall, within ten (10) days after the filing of any claim of lien that is disputed or contested by Borrower, provide Lender with a surety bond issued by a surety acceptable to Lender sufficient to release the claim of lien or deposit with Lender an amount satisfactory to Lender for the possibility that the contest will be unsuccessful. If Borrower fails to remove any lien on the Collateral or Improvements or provide a bond or deposit pursuant to this provision, Lender may pay such lien, may contest the validity of the lien, and Borrower shall pay all costs and expenses of such contest, including Lender's reasonable attorneys' fees.

Taxes and Claims. Pay and discharge when due all of Borrower's indebtedness, obligations, and claims that, if unpaid, might become a lien or charge upon the Collateral or Improvements; provided, however, that Borrower shall not be required to pay and discharge any such indebtedness, obligation, or claim so long as (1) its legality shall be contested in good faith by appropriate proceedings, (2) the indebtedness, obligation, or claim does not become a lien or charge upon the Collateral or Improvements, and (3) Borrower shall have established on its books adequate reserves with respect to the amount contested in accordance with GAAP. If the indebtedness, obligation, or claim does become a lien or charge upon the Collateral or Improvements, Borrower shall remove the lien or charge as provided in the preceding paragraph.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests in the Collateral and Improvements.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

GENERAL PROJECT PROVISIONS. The following provisions relate to the construction and completion of the Project:

Change Orders. All requests for changes in the Plans and Specifications, other than minor changes involving no extra cost, must be in writing, signed by Borrower and the architect, and delivered to Lender for its approval. Borrower will not permit the performance of any work pursuant to any change order or modification of the Construction Contract or any subcontract without the written approval of Lender. Borrower will obtain any required permits or authorizations from governmental authorities having jurisdiction before approving or requesting

**CONSTRUCTION LOAN AGREEMENT
(Continued)**

a new change order.

Purchase of Materials; Conditional Sales Contracts. No materials, equipment, fixtures, or articles of personal property placed in or incorporated into the Project shall be purchased or installed under any Security Agreement or other agreement whereby the seller reserves or purports to reserve title or the right of removal or repossession, or the right to consider such items as personal property after their incorporation into the Project, unless otherwise authorized by Lender in writing.

Lender's Right of Entry and Inspection. Lender and its agents shall have at all times the right of entry and free access to the Property and the right to inspect all work done, labor performed, and materials furnished with respect to the Project. Lender shall have unrestricted access to and the right to copy all records, accounting books, contracts, subcontracts, bills, statements, vouchers, and supporting documents of Borrower relating in any way to the Project.

Lender's Right to Stop Work. If Lender in good faith determines that any work or materials do not conform to the approved Plans and Specifications or sound building practices, or otherwise depart from any of the requirements of this Agreement, Lender may require the work to be stopped and withhold disbursements until the matter is corrected. In such event, Borrower will promptly correct the work to Lender's satisfaction. No such action by Lender will affect Borrower's obligation to complete the Improvements on or before the Completion Date. Lender is under no duty to supervise or inspect the construction or examine any books and records. Any inspection or examination by Lender is for the sole purpose of protecting Lender's security and preserving Lender's rights under this Agreement. No default of Borrower will be waived by any inspection by Lender. In no event will any inspection by Lender be a representation that there has been or will be compliance with the Plans and Specifications or that the construction is free from defective materials or workmanship.

Indemnity. Borrower shall indemnify, defend, and hold Lender harmless from any and all claims asserted against Lender or the Property by any person, entity, or governmental body, or arising out of or in connection with the Property, Improvements, or Project. Lender shall be entitled to appear in any proceedings to defend itself against such claims, and all costs and expenses reasonable attorneys' fees incurred by Lender in connection with such defense shall be paid by Borrower to Lender. Lender shall, in its sole discretion, be entitled to settle or compromise any asserted claims against it, and such settlement shall be binding upon Borrower for purposes of this indemnification. All amounts paid by Lender under this paragraph shall be secured by Lender's security agreement or Mortgages, if any, on the Property, shall be deemed an additional principal Advance under the Loan, payable upon demand, and shall bear interest at the rate applicable to the Loan.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Default. Borrower fails to comply with any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay the Loans or perform Borrower's obligations under this Agreement or any related document.

False Statements. Any representation or statement made by Borrower to Lender is false in any material respect.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan.

Breach of Construction Contract. The Improvements are not constructed in accordance with the Plans and Specifications or in accordance with the terms of the Construction Contract.

Cessation of Construction. Prior to the completion of construction of the Improvements and equipping of the Project, the construction of the Improvements or the equipping of the Project is abandoned or work thereon ceases for a period of more than ten (10) days for any reason, or the Improvements are not completed for purposes of final payment to the General Contractor prior to the completion date represented by Borrower to Lender, regardless of the reason for the delay.

Transfer of Property. Sale, transfer, hypothecation, assignment, or conveyance of the Property or the Improvements or any portion thereof or interest therein by Borrower or any Borrower without Lender's prior written consent.

Condemnation. All or any material portion of the Collateral is condemned, seized, or appropriated without compensation, and Borrower does not within thirty (30) days after such condemnation, seizure, or appropriation, initiate and diligently prosecute appropriate action to contest in good faith the validity of such condemnation, seizure, or appropriation.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

EFFECT OF AN EVENT OF DEFAULT; REMEDIES. Upon the occurrence of any Event of Default and at any time thereafter, Lender may, at its option, but without any obligation to do so, and in addition to any other right Lender without notice to Borrower may have, do any one or more of the following without notice to Borrower: (a) Cancel this Agreement; (b) Institute appropriate proceedings to enforce the performance of this Agreement; (c) Withhold further disbursement of Loan Funds; (d) Expend funds necessary to remedy the default; (e) Take possession of the Property and continue construction of the Project; (f) Accelerate maturity of the Note and/or Indebtedness and demand payment of all sums due under the Note and/or Indebtedness; (g) Bring an action on the Note and/or Indebtedness; (h) Foreclose Lender's security agreement or Mortgages, if any, on the Property in any manner available under law; and (i) Exercise any other right or remedy which it has under the Note or Related Documents, or which is otherwise available at law or in equity or by statute.

COMPLETION OF IMPROVEMENTS BY LENDER. If Lender takes possession of the Collateral, it may take any and all actions necessary in its judgment to complete construction of the Improvements, including but not limited to making changes in the Plans and Specifications, work, or materials and entering into, modifying or terminating any contractual arrangements, subject to Lender's right at any time to discontinue any work without liability. If Lender elects to complete the Improvements, it will not assume any liability to Borrower or to any other person for completing the Improvements or for the manner or quality of construction of the Improvements, and Borrower expressly waives any such liability. Borrower irrevocably appoints Lender as its attorney-in-fact, with full power of substitution, to complete the Improvements, at Lender's option, either in Borrower's name or in its own name. In any event, all sums expended by Lender in completing the construction of the Improvements will be considered to have been disbursed to Borrower and will be secured by the Collateral for the Loan. Any such sums that cause the principal amount of the Loan to exceed the face amount of the Note will be considered to be an additional Loan to Borrower, bearing

CONSTRUCTION LOAN AGREEMENT (Continued)

interest at the Note rate and being secured by the Collateral. For these purposes, Borrower assigns to Lender all of its right, title and interest in and to the Project Documents; however Lender will not have any obligation under the Project Documents unless Lender expressly hereafter agrees to assume such obligations in writing. Lender will have the right to exercise any rights of Borrower under the Project Documents upon the occurrence of an Event of Default. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently.

ADDITIONAL DOCUMENTS. Borrower shall provide Lender with the following additional documents:

Articles of Organization and Company Resolutions. Borrower has provided or will provide Lender with a certified copy of Borrower's Articles of Organization, together with a certified copy of resolutions properly adopted by the members of the company, under which the members authorized one or more designated members or employees to execute this Agreement, the Note and any and all Security Agreements directly or indirectly securing repayment of the same, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Borrower as provided in this Agreement and in any Security Agreements.

Opinion of Counsel. When required by Lender, Borrower has provided or will provide Lender with an opinion of Borrower's counsel certifying to and that: (1) Borrower's Note, any Security Agreements and this Agreement constitute valid and binding obligations on Borrower's part that are enforceable in accordance with their respective terms; (2) Borrower is validly existing and in good standing; (3) Borrower has authority to enter into this Agreement and to consummate the transactions contemplated under this Agreement; and (4) such other matters as may have been requested by Lender or by Lender's counsel.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

ADVANCES; CESSATION OF ADVANCES. Notwithstanding anything to the contrary: (A) Lender may, in its discretion, advance sums in excess of the Loan amount for costs and expenses relating to the Loan or the Project, including without limitation, amounts deemed appropriate by Lender to protect, insure or complete the Project, to pay taxes owed in connection with the Property, or to pay claims of contractors, suppliers or others asserted against the Project or the Property; all such sums shall be at Borrower's expense, and may be added to the principal balance of the Note. (B) When any event occurs that Lender determines may endanger completion of the Project or the fulfillment of any provision, condition or covenant in this Agreement, Lender may in its discretion deny requests for advances and suspend the availability of advances.

MONEY LAUNDERING, SANCTIONS, CORRUPT PRACTICES, AND COMPLIANCE WITH ALL LAWS. Borrower represents, warrants and agrees that Borrower (1) is not now and will not become the target of any trade or economic sanctions promulgated by the United Nations or the governments of the United States, the United Kingdom, the European Union, or any other jurisdiction in which Borrower is located or operates (collectively, "Sanctions"), (2) complies now and will at all times comply with the requirements of all laws, rules, regulations and orders of any jurisdiction in which Borrower is located or doing business, or otherwise is applicable to Borrower, including, without limitation, (a) all Sanctions, (b) all laws and regulations that relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto, (c) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (d) the U.K. Bribery Act of 2010, as amended, and (e) any other anti-bribery or anti-corruption laws and regulations, and (3) will not at any time directly or indirectly use any proceeds of any credit extended by Lender for the purpose of (a) providing financing or otherwise funding any targets of Sanctions; or (b) providing financing or otherwise funding any transaction which would be prohibited by Sanctions or would otherwise cause Lender or any of Lender's affiliates to be in breach of any Sanctions.

SECURITY INTEREST AND RIGHT OF SETOFF. In addition to all liens upon and rights of setoff arising by law, Borrower pledges and grants to Lender as security for Borrower's indebtedness and obligations under the Note (excluding any consumer obligations subject to the Federal Truth In Lending Act) a security interest and lien upon all monies, securities, securities accounts, brokerage accounts, deposit accounts and other property of Borrower now or hereafter in the possession of or on deposit with Lender or any Wells Fargo affiliate, whether held in a general or special account or for safekeeping or otherwise, excluding however all IRA and Keogh accounts. No security interest, lien or right of setoff will be deemed to have been waived by any act or conduct on the part of Lender, or by any neglect to exercise such right, or by any delay in so doing, and every right of setoff, lien and security interest will continue in full force and effect until specifically waived or released by Lender in writing.

INSURANCE. Borrower shall assure that insurance is maintained pursuant to any insurance requirements set forth in the Agreement to Provide Insurance and any Related Documents or other related agreements, if applicable.

ADDITIONAL EVENTS OF DEFAULT. In addition to the Events of Default described herein, the following shall be an Event of Default if applicable: (i) Borrower, any Guarantor or any grantor of collateral securing the Note fails to comply with any terms or conditions of any agreement with Lender or any Wells Fargo Affiliate or makes a representation or statement to Lender or any Wells Fargo Affiliate that is false in any material respect; (ii) Borrower or any Guarantor revokes or disputes the validity of any of its liabilities or obligations under any Note, related agreement, or any other agreement with Lender or any Wells Fargo Affiliate; (iii) any change in ownership of an aggregate of twenty-five percent (25%) or more of the common stock, members' equity or other ownership interest in Borrower or any general partner of Borrower or any Guarantor, (iv) the withdrawal, resignation or expulsion of any one or more of the general partners in Borrower or any Guarantor with an aggregate ownership interest in Borrower or such Guarantor of twenty-five percent (25%) or more; or (v) Borrower or any Guarantor or any chairman, CEO, CFO, president, manager or general partner of Borrower or any Guarantor, nor any officer, member, or shareholder with an ownership interest of 25% or more of Borrower or any Guarantor, has been or is convicted of a felony. For purposes of this provision Wells Fargo Affiliate shall mean Wells Fargo & Company and any present or future subsidiary of Wells Fargo & Company.

EXECUTION OF DOCUMENTS, CONSULTATION WITH COUNSEL. Each party hereto acknowledges and agrees that he/she/it has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her/its choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her/its execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, or any request for additional credit. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and

CONSTRUCTION LOAN AGREEMENT (Continued)

paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

G. Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property and the Dispute is governed by the laws of California, Connecticut, Idaho, Kansas, Montana, Nevada, South Dakota, Virginia or Utah, unless any conditions for arbitration that may be set forth in the mortgage or deed of trust are satisfied; if any such Disputes are not referred to arbitration, then any provision in such mortgage or deed of trust providing for referral of Disputes to a referee or master under the laws of California, Connecticut, Idaho, Kansas, Montana, Nevada, South Dakota, Virginia or Utah shall be applicable to such Disputes.

H. State Specific Provisions:

If Delaware, Pennsylvania or Virginia law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment pursuant to a warrant of attorney provision set forth in any note, guaranty or other Documents. No party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to (i) strike-off or open a judgment obtained by confession pursuant to a warrant of attorney contained in any note, guaranty or other Documents, or (ii) challenge the waiver of a right to prior notice and a hearing before judgment is entered, or after judgment is entered, but before execution upon the judgment. Any claims, disputes or controversies challenging the confession of judgment shall be commenced and prosecuted in accordance with the procedures set forth, and in the forum specified by the applicable state rules of civil procedure or other applicable law.

If Maryland law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment, and no party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to open a judgment obtained by confession. Nothing herein, including the arbitration requirement, shall limit the right of any party to foreclose judicially or non-judicially against any real or personal property collateral, or exercise judicial or non-judicial power of sale rights. No provision regarding submission to a jurisdiction and/or venue in any court or the waiver of any right to trial by jury is intended or shall be construed to be in derogation of the provisions for arbitration of any dispute. Any claim or counterclaim or defense raised in connection with Lender's exercise of any rights set forth in any note, guaranty or other Documents subject to this Arbitration Program shall be subject to the arbitration requirement.

If South Carolina law governs the Dispute, the following provision is included: **WAIVER OF JURY TRIAL.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO ARBITRATE ANY DISPUTE AS

CONSTRUCTION LOAN AGREEMENT (Continued)

SET FORTH IN THIS AGREEMENT, TO THE EXTENT ANY DISPUTE IS NOT SUBMITTED TO ARBITRATION OR IS DEEMED BY THE ARBITRATOR OR BY ANY COURT WITH JURISDICTION TO BE NOT ARBITRABLE OR NOT REQUIRED TO BE ARBITRATED, LENDER AND EACH PARTY TO THIS AGREEMENT WAIVE TRIAL BY JURY IN RESPECT OF ANY SUCH DISPUTE AND ANY ACTION ON SUCH DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY LENDER AND EACH PARTY, AND LENDER AND EACH PARTY HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. LENDER AND EACH PARTY TO THIS AGREEMENT ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

1. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the Documents or any relationship between the parties.

GOVERNING LAW. This agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the jurisdiction named in the GOVERNING LAW paragraph of the Note, without regard to its conflicts of law provisions.

COST BREAKDOWN. Exhibit " B " is hereby attached and made a part hereof for a detailed listing of construction cost breakdown (budget).

FINANCIAL REQUIREMENT ANALYSIS. See Exhibit " A " attached hereto and made a part hereof.

NOTICE AND ACKNOWLEDGEMENT. The undersigned Borrower(s) have requested a Construction Loan from Lender. As a part of the process of the funding of the Construction Loan:

1. Advances of Construction Loan proceeds or funds of Borrower deposited with Lender pursuant to the terms of this Agreement are made upon receipt by Lender, of vouchers and supporting documentation;
2. Periodic inspections are made at the job site; and
3. Payments of vouchers are applied to various "Budget" categories as have been prepared by the Borrower and/or Contractor.

The undersigned Borrower acknowledges that the budget, inspections and voucher payment system, are undertaken for the benefit of the Lender to assist the Lender in determining the progress of the construction, and are not represented to be, nor are these processes designed to protect the Borrower, guarantee compliance with plans and specifications, nor control expenditures.

The undersigned Borrower acknowledges that any construction budgets, or component categories, are guidelines only and in no way act as a limitation, guarantee or representations to the actual cost and/or expense of any component or the overall construction/ development cost.

PERIODIC DISBURSEMENTS OF INTEREST RESERVE. The portion of the disbursement budget/cost breakdown allocated as the interest reserve, shall be disbursed from time to time, directly to Lender in payment of interest expense under the Note. Lender is hereby authorized to make advances under the Note or from funds of Borrower deposited with Lender pursuant to the terms of this agreement, to pay interest payments as they become due. Lender shall provide Borrower with a monthly interest statement. Depletion of the interest reserve shall not release Borrower from any of Borrower's obligations under the note or any other documents executed in connection with the loan, including but not limited to paying interest accruing under the Note and depositing funds with Lender pursuant to this agreement.

Definitions. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

ADVANCE. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

AGREEMENT. The word "Agreement" means this Construction Loan Agreement, as this Construction Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Construction Loan Agreement from time to time.

ARCHITECT'S CONTRACT. The words "Architect's Contract" mean the architect's contract between Borrower and the architect for the Project.

BORROWER. The word "Borrower" means : and includes all co-signers and co-makers signing the Note and all their successors and assigns.

COLLATERAL. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

COMPLETION DATE. The words "Completion Date" mean such date as Lender shall have established as the date by which Borrower is to have completed the Project as required in this Agreement.

CONSTRUCTION CONTRACT. The words "Construction Contract" mean the contract between Borrower and the general contractor for the Project, and any subcontracts with subcontractors, materialmen, laborers, or any other person or entity for performance of work on the Project or the delivery of materials to the Project.

ENVIRONMENTAL LAWS. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto. Also, the following statutes, rules and regulations are included, without limitation, in the words "Environmental

**CONSTRUCTION LOAN AGREEMENT
(Continued)**

Laws" as they are applied to Collateral located in the referenced states: the New Jersey Industrial Site Recovery Act, NJSA Section 13:1K-6 ("ISRA"), the New Jersey Spill Compensation and Control Act, NJSA 58:10-23.11, et seq.

EVENT OF DEFAULT. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

GUARANTOR. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan and any guarantor under a completion guaranty agreement.

GUARANTY. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

IMPROVEMENTS. The word "Improvements" means all existing and future buildings, structures, facilities, fixtures, additions, and similar construction on the Collateral.

INDEBTEDNESS. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

LENDER. The word "Lender" means Wells Fargo Bank, National Association, its successors and assigns.

LOAN. The word "Loan" means the loan or loans made to Borrower under this Agreement and the Related Documents as described.

LOAN FUND. The words "Loan Fund" mean the undisbursed proceeds of the Loan under this Agreement together with any equity funds or other deposits required from Borrower under this Agreement.

NOTE. The word "Note" means the promissory note dated _____ in the original principal amount of \$_____ from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

PLANS AND SPECIFICATIONS. The words "Plans and Specifications" mean the plans and specifications for the Project which have been submitted to and initialed by Lender, together with such changes and additions as may be approved by Lender in writing.

PROJECT. The word "Project" means the construction project as described in the "Project Description" section of this Agreement.

PROJECT DOCUMENTS. The words "Project Documents" mean the Plans and Specifications, all studies, data and drawings relating to the Project, whether prepared by or for Borrower, the Construction Contract, the Architect's Contract, and all other contracts and agreements relating to the Project or the construction of the Improvements.

PROPERTY. The word "Property" means the property as described in the "Project Description" section of this Agreement.

REAL PROPERTY. The words "Real Property" mean the real property, interests and rights, as further described in the "Project Description" section of this Agreement.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

SECURITY AGREEMENT. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

SECURITY INTEREST. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS CONSTRUCTION LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS CONSTRUCTION LOAN AGREEMENT IS DATED [_____] 20____.

BORROWER:

By: _____ 

By: _____ 

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____ 
Authorized Signer



200216865168800650



DRAFT

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call/ Coll	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower:

Lender:

Wells Fargo Bank, National Association
SBA Lending
600 S. 4th Street, 13th Floor
Minneapolis, MN 55415-1526

Principal Amount: \$

Date of Note:

PROMISE TO PAY. ("Borrower") promises to pay to Wells Fargo Bank National Association ("Lender"), or order, ... lawful money of the United States of America, the principal amount of ... until paid in full.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: ... monthly consecutive interest payments, beginning January 15, 2017, with interest calculated on the unpaid principal balances using an interest rate of ...

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note, with the final interest rate described in this Note applying after maturity, or after maturity would have occurred had there been no default.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any

**PROMISSORY NOTE
(Continued)**

Page 2

Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Minnesota.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instruments listed herein:

(A)

(B)

(C)

PAYMENT DUE DATE DEFERRAL. Payment invoices will be sent on a date (the "billing date") which is prior to each payment due date. If this Note is booked near or after the billing date for the first scheduled payment, Lender may, in its sole discretion, defer each scheduled payment date and/or the maturity date by one or more months.

FINANCIAL INFORMATION. All information furnished by Borrower to Lender in connection with the application for credit was true and accurate in every material respect as of the date the information was furnished, and no material facts were omitted so as to make the information incomplete or misleading. There has been no material adverse change to Borrower's financial condition since the date of the most recent submitted statement. Borrower agrees to provide to Lender, upon request, financial statements prepared in a manner and form acceptable to Lender, and copies of such tax returns and other financial information and statements as may be requested by Lender. Financial statements and tax returns submitted to Lender shall be signed and dated by Borrower and any other party preparing such financial statements or tax returns, or otherwise authenticated to Lender's satisfaction. Each financial statement shall give an accurate and complete picture of Borrower's financial condition as of the statement's date, with ownership accurately reflected. Borrower shall also furnish such other information regarding Borrower (and Borrower's general partners or members, if any), Borrower's business operations, the Collateral, and the use of loan proceeds as may be requested by Lender. Borrower warrants that all financial statements and information provided to Lender are and will be accurate, correct and complete. Borrower will permit Lender and Lender's agents and contractors to examine, audit and copy Borrower's books, accounts, records (including electronic records), and computer software programs used to generate the records, including any records in the possession of a third party, at any reasonable time upon request, and will provide to Lender copies of any records Lender requests, all at no cost to Lender.

LINE ADVANCES. Notwithstanding anything to the contrary, requests for advances communicated to any office of Lender by any person believed by Lender in good faith to be authorized to make the request, whether written, verbal, telephonic or electronic, may be acted upon by Lender, and Borrower will be liable for sums advanced by Lender pursuant to such request. Such requests for advances shall be deemed authorized by Borrower, and Lender shall not be liable for such advances made in good faith, and with respect to advances deposited to the credit of any deposit account of Borrower, such advances, when so deposited, shall be conclusively presumed to have been made to or for the benefit of Borrower regardless of the fact that persons other than those authorized to request advances may have authority to draw against such account.

Lender may in its discretion allow Borrower to request and receive advances even if applicable loan conditions are not satisfied, and/or the advance results in violation of loan agreements or covenants, and even though the advance may cause the principal balance to exceed the maximum principal amount of the Note. In such cases, Lender shall not be deemed to have waived such loan conditions, requirements or covenants, and Lender may strictly enforce all such loan conditions, requirements and covenants at any time in its discretion. If at any time the outstanding balance of the Note should exceed the maximum principal amount available to Borrower under the Note, then Lender may require Borrower to immediately make a payment in an amount sufficient to reduce the principal balance to an amount which does not exceed said maximum principal amount.

Borrower agrees to indemnify and hold Lender harmless from and against all damages, liabilities, costs and expenses (including attorney's fees) arising out of any claim by Borrower or any third party against Lender in connection with Lender's performance of advances as described above.

CREDIT BUREAU INQUIRIES. The parties hereto, and each individual signing below in a representative capacity, agree that Lender may obtain business and/or personal credit reports and tax returns on each of them in their individual capacities.

FURTHER ASSURANCES. The undersigned agrees to (i) do all things deemed necessary by Lender in order to fully document the loan evidenced by the Note and any related agreements, and will fully cooperate concerning the execution and delivery of security agreements, stock powers, instructions and/or other documents pertaining to any collateral intended to secure the indebtedness, (ii) assist in the cure of any defects in the execution, delivery or substance of the Note and related agreements, and in the creation and perfection of any liens, security interests or other collateral rights securing the Note, and (iii) pay Lender immediately upon demand the full amount of all charges, costs and expenses (to include fees paid to third parties) expended or incurred by Lender to monitor Lender's interest in any real or personal property pledged as collateral for the Note, including without limitation all costs of appraisals.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender, without notice and without the consent of the parties; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, without notice, and the parties waive any rights to privacy it may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender; and (e) to waive all notices of sale of the loan, as well as all notices of any repurchase, and all rights of offset or counterclaim that the parties have now or later against

**PROMISSORY NOTE
(Continued)**

Lender or against any purchaser of the loan.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

DOCUMENT DELIVERY AND ELECTRONIC TRANSMISSION OF DOCUMENTS. Each party or person signing this agreement (referred to in this paragraph as "you") agrees that Lender may, in its sole discretion, rely upon any document, report, financial statement, tax return, agreement or other communication ("Document") physically delivered to Lender by mail, hand delivery or delivery service which Lender in good faith believed was sent by you or any of your representatives or employees. Similarly, Lender may, in its sole discretion, rely upon any Document sent by email, facsimile or other electronic means to Lender which Lender in good faith believed was sent by you or any of your representatives or employees. Lender may treat the Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by you. Lender may from time to time in its sole discretion reject any such Document and require a signed original, or require you to provide acceptable authentication of any such Document before accepting or relying on same. You understand and acknowledge that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons, and you agree that by sending Documents by electronic means, you shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure.

COMMUNITY AND OTHER PROPERTY. In addition to the rights of Lender under any applicable community property laws, Borrower, Guarantor or Grantor who is a Married Person and who has an interest in marital or community property under applicable law acknowledges and agrees that his/her obligation as a Borrower, Guarantor or Grantor is incurred in the interest of and to benefit the marital community (or domestic partnership, if applicable), and expressly agrees that recourse may be had against his or her separate property and his or her rights in community property and community assets for all of his or her obligations to Lender, in addition to any other property that may be subject to rights of Lender. Borrower and Guarantor also agree not to, without Lender's prior written consent, enter into any community property agreement which alters the separate or community property character of any of such party's property. For the purpose of this provision, "Married Person" means a person in a spousal relationship and shall include parties to a duly registered and/or legally recognized same-sex civil union, domestic partnership, and other terms, whether or not gender-specific in a spousal relationship, that denote spousal relationship, as those terms are used throughout the laws, codes and regulations of states and/or jurisdictions that recognize legally married same-sex couples, civil unions and/or domestic partnerships, and any references herein to a married person or marital status shall be deemed to also include the applicable corresponding term, or other reference relating to a party to a civil union or domestic partnership. With respect to the Guaranty only, to the extent this provision may conflict with another provision contained in the Guaranty, that other provision of the Guaranty shall control.

MONEY LAUNDERING, SANCTIONS, CORRUPT PRACTICES, AND COMPLIANCE WITH ALL LAWS. Borrower represents, warrants and agrees that Borrower (1) is not now and will not become the target of any trade or economic sanctions promulgated by the United Nations or the governments of the United States, the United Kingdom, the European Union, or any other jurisdiction in which Borrower is located or operates (collectively, "Sanctions"), (2) complies now and will at all times comply with the requirements of all laws, rules, regulations and orders of any jurisdiction in which Borrower is located or doing business, or otherwise is applicable to Borrower, including, without limitation, (a) all Sanctions, (b) all laws and regulations that relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto, (c) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (d) the U.K. Bribery Act of 2010, as amended, and (e) any other anti-bribery or anti-corruption laws and regulations, and (3) will not at any time directly or indirectly use any proceeds of any credit extended by Lender for the purpose of (a) providing financing or otherwise funding any targets of Sanctions; or (b) providing financing or otherwise funding any transaction which would be prohibited by Sanctions or would otherwise cause Lender or any of Lender's affiliates to be in breach of any Sanctions.

SECURITY INTEREST AND RIGHT OF SETOFF. In addition to all liens upon and rights of setoff arising by law, Borrower pledges and grants to Lender as security for Borrower's indebtedness and obligations under the Note (excluding any consumer obligations subject to the Federal Truth In Lending Act) a security interest and lien upon all monies, securities, securities accounts, brokerage accounts, deposit accounts and other property of Borrower now or hereafter in the possession of or on deposit with Lender or any Wells Fargo affiliate, whether held in a general or special account or for safekeeping or otherwise, excluding however all IRA and Keogh accounts. No security interest, lien or right of setoff will be deemed to have been waived by any act or conduct on the part of Lender, or by any neglect to exercise such right, or by any delay in so doing, and every right of setoff, lien and security interest will continue in full force and effect until specifically waived or released by Lender in writing.

LOAN FEE AUTHORIZATION. Borrower shall pay to Lender any and all fees as specified in the "Disbursement Request and Authorization" executed by Borrower in connection with this Note. Such fees are non-refundable and shall be due and payable in full immediately upon Borrower's execution of this Note.

ADDITIONAL EVENTS OF DEFAULT. In addition to the Events of Default described herein, the following shall be an Event of Default if applicable: (i) Borrower, any Guarantor or any grantor of collateral securing the Note fails to comply with any terms or conditions of any agreement with Lender or any Wells Fargo Affiliate or makes a representation or statement to Lender or any Wells Fargo Affiliate that is false in any material respect; (ii) Borrower or any Guarantor revokes or disputes the validity of any of its liabilities or obligations under any Note, related agreement, or any other agreement with Lender or any Wells Fargo Affiliate; (iii) any change in ownership of an aggregate of twenty-five percent (25%) or more of the common stock, members' equity or other ownership interest in Borrower or any general partner of Borrower or any Guarantor, (iv) the withdrawal, resignation or expulsion of any one or more of the general partners in Borrower or any Guarantor with an aggregate ownership interest in Borrower or such Guarantor of twenty-five percent (25%) or more; or (v) Borrower or any Guarantor or any chairman, CEO, CFO, president, manager or general partner of Borrower or any Guarantor, nor any officer, member, or shareholder with an ownership interest of 25% or more of Borrower or any Guarantor, has been or is convicted of a felony. For purposes of this provision Wells Fargo Affiliate shall mean Wells Fargo & Company and any present or future subsidiary of Wells Fargo & Company.

EXECUTION OF DOCUMENTS, CONSULTATION WITH COUNSEL. Each party hereto acknowledges and agrees that he/she/it has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her/its choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her/its execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

SUPPLEMENT TO SECTION DISCLOSURE. Notwithstanding any other provision contained herein, this extension of credit, including any extension or modification, is made under: (i) Minn. Stat. 47.204 if this Note is to an individual and is secured by a first lien on residential real estate; (ii) Minn. Stat. 334.01, subd 2, if the Note is for the extension of credit to the Borrower in the amount of \$100,000.00 or more and Minn. Stat. 58.137 is not applicable; or (iii) Minn. Stat 334.022 if this loan is to an entity other than an individual.

SUPPLEMENT TO DEFAULT RATE. Notwithstanding any other provision contained herein, if Minn. Stat. 334.01 subd 1, applies, the interest rate of the Note after maturity will be the same as the rate of interest on the Note immediately prior to maturity. If the pre-maturity rate is a variable rate, it will continue to float or adjust on the same periodic schedule.

ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement hereby agree, upon demand by any

PROMISSORY NOTE
(Continued)

party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, or any request for additional credit. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures; unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief, as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

G. Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property and the Dispute is governed by the laws of California, Connecticut, Idaho, Kansas, Montana, Nevada, South Dakota, Virginia or Utah, unless any conditions for arbitration that may be set forth in the mortgage or deed of trust are satisfied; if any such Disputes are not referred to arbitration, then any provision in such mortgage or deed of trust providing for referral of Disputes to a referee or master under the laws of California, Connecticut, Idaho, Kansas, Montana, Nevada, South Dakota, Virginia or Utah shall be applicable to such Disputes.

H. State Specific Provisions:

If Delaware, Pennsylvania or Virginia law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment pursuant to a warrant of attorney provision set forth in any note, guaranty or other Documents. No party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to (i) strike-off or open a judgment obtained by confession pursuant to a warrant of attorney contained in any note, guaranty or other Documents, or (ii) challenge the waiver of a right to prior notice and a hearing before judgment is entered, or after judgment is entered, but before execution upon the judgment. Any claims, disputes or controversies challenging the confession of judgment shall be commenced and prosecuted in accordance with the procedures set forth, and in the forum specified by the applicable state rules of civil procedure or other applicable law.

If Maryland law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding anything herein to the contrary, the arbitration

**PROMISSORY NOTE
(Continued)**

Page 5

requirement does not limit or preclude the right of Lender to confess judgment, and no party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to open a judgment obtained by confession. Nothing herein, including the arbitration requirement, shall limit the right of any party to foreclose judicially or non-judicially against any real or personal property collateral, or exercise judicial or non-judicial power of sale rights. No provision regarding submission to a jurisdiction and/or venue in any court or the waiver of any right to trial by jury is intended or shall be construed to be in derogation of the provisions for arbitration of any dispute. Any claim or counterclaim or defense raised in connection with Lender's exercise of any rights set forth in any note, guaranty or other Documents subject to this Arbitration Program shall be subject to the arbitration requirement.

If South Carolina law governs the Dispute, the following provision is included: **WAIVER OF JURY TRIAL.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO ARBITRATE ANY DISPUTE AS SET FORTH IN THIS AGREEMENT, TO THE EXTENT ANY DISPUTE IS NOT SUBMITTED TO ARBITRATION OR IS DEEMED BY THE ARBITRATOR OR BY ANY COURT WITH JURISDICTION TO BE NOT ARBITRABLE OR NOT REQUIRED TO BE ARBITRATED, LENDER AND EACH PARTY TO THIS AGREEMENT WAIVE TRIAL BY JURY IN RESPECT OF ANY SUCH DISPUTE AND ANY ACTION ON SUCH DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY LENDER AND EACH PARTY, AND LENDER AND EACH PARTY HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. LENDER AND EACH PARTY TO THIS AGREEMENT ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

I. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the Documents or any relationship between the parties.

SUPPLEMENT TO APPLICATION OF PAYMENT. Notwithstanding any provision in this Note to the contrary Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

LOAN PREPAYMENT. Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice;
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the '21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

SMALL BUSINESS ADMINISTRATION (SBA). When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

SBA ARBITRATION. The parties specifically agree that the provisions of this Arbitration Program are not applicable to any dispute between any party and the U.S. Small Business Administration (the "SBA"), including but not limited to, any dispute with the SBA after purchase of the loan by the SBA.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested either orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

FINAL PAYMENT. If a final payment amount is set out in the Payment section of this Note, Borrower understands that it is an estimate, and that the actual final payment amount will depend upon when payments are received and other factors.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY-AT-LAW, AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT, TO APPEAR IN ANY COURT OF RECORD AND TO CONFESS JUDGMENT AGAINST BORROWER FOR THE UNPAID AMOUNT OF THIS AGREEMENT, REASONABLE ATTORNEYS' FEES EQUAL TO TWENTY PERCENT (20%) OF THE PRINCIPAL AND INTEREST DUE UNDER THIS NOTE, PLUS COSTS OF SUIT, AND TO RELEASE ALL ERRORS, AND WAIVE ALL RIGHTS OF APPEAL. IF A COPY OF THIS AGREEMENT, VERIFIED BY AN AFFIDAVIT, SHALL HAVE BEEN FILED IN THE PROCEEDING, IT WILL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY. BORROWER WAIVES THE RIGHT TO ANY STAY OF EXECUTION AND THE BENEFIT OF ALL EXEMPTION LAWS NOW OR HEREAFTER IN EFFECT. NO SINGLE EXERCISE OF THE FOREGOING WARRANT AND POWER TO CONFESS JUDGMENT WILL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE INVALID, VOIDABLE, OR VOID; BUT THE POWER WILL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS LENDER MAY ELECT UNTIL ALL AMOUNTS OWING ON THIS AGREEMENT HAVE BEEN PAID IN FULL..

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**PROMISSORY NOTE
(Continued)**

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. In addition, Lender shall have all the rights and remedies provided in the related documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and to exercise its rights and remedies. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

SECTION DISCLOSURE. To the extent not preempted by federal law, this loan is made under Minnesota Statutes, Section 47.59.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

By: _____

By: _____

DRAFT

DRAFT



200216865168800155

COMMERCIAL GUARANTY

Borrower:

Lender:

Wells Fargo Bank, National Association
SBA Lending
600 S. 4th Street, 13th Floor
Minneapolis, MN 55415-1526

Guarantor:

DRAFT

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this

COMMERCIAL GUARANTY (Continued)

Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor; from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the

**COMMERCIAL GUARANTY
(Continued)**

provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's Intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

FURTHER ASSURANCES. The undersigned agrees to (i) do all things deemed necessary by Lender in order to fully document the loan evidenced by the Note and any related agreements, and will fully cooperate concerning the execution and delivery of security agreements, stock powers, instructions and/or other documents pertaining to any collateral intended to secure the indebtedness, (ii) assist in the cure of any defects in the execution, delivery or substance of the Note and related agreements, and in the creation and perfection of any liens, security interests or other collateral rights securing the Note, and (iii) pay Lender immediately upon demand the full amount of all charges, costs and expenses (to include fees paid to third parties) expended or incurred by Lender to monitor Lender's interest in any real or personal property pledged as collateral for the Note, including without limitation all costs of appraisals.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender, without notice and without the consent of the parties; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, without notice, and the parties waive any rights to privacy it may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender; and (e) to waive all notices of sale of the loan, as well as all notices of any repurchase, and all rights of offset or counterclaim that the parties have now or later against Lender or against any purchaser of the loan.

SECURITY INTEREST AND RIGHT OF SETOFF. In addition to all liens upon and rights of setoff arising by law, Guarantor pledges and grants to Lender as security for Guarantor's obligations to Lender (excluding any consumer obligations subject to the Federal Truth In Lending Act), a security interest and lien upon all monies, securities, securities accounts, brokerage accounts, deposit accounts and other property of Guarantor now or hereafter in the possession of or on deposit with Lender or any Wells Fargo affiliate, whether held in a general or special account or deposit or for safekeeping or otherwise, excluding however all IRA and Keogh accounts. No security interest, lien or right of setoff will be deemed to have been waived by any act or conduct on the part of Lender, or by any neglect to exercise such right, or by any delay in so doing, and every right of setoff, lien and security interest will continue in full force and effect until specifically waived or released by Lender in writing. Guarantor agrees to sign additional documentation at any time at Lender's request to perfect and enforce Lender's security interests.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

DOCUMENT DELIVERY AND ELECTRONIC TRANSMISSION OF DOCUMENTS. Each party or person signing this agreement (referred to in this paragraph as "you") agrees that Lender may, in its sole discretion, rely upon any document, report, financial statement, tax return, agreement or other communication ("Document") physically delivered to Lender by mail, hand delivery or delivery service which Lender in good faith believed was sent by you or any of your representatives or employees. Similarly, Lender may, in its sole discretion, rely upon any Document sent by email, facsimile or other electronic means to Lender which Lender in good faith believed was sent by you or any of your representatives or employees. Lender may treat the Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by you. Lender may from time to time in its sole discretion reject any such Document and require a signed original, or require you to provide acceptable authentication of any such Document before accepting or

relying on same. You understand and acknowledge that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons, and you agree that by sending Documents by electronic means, you shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure.

COMMUNITY AND OTHER PROPERTY. In addition to the rights of Lender under any applicable community property laws, Borrower, Guarantor or Grantor who is a Married Person and who has an interest in marital or community property under applicable law acknowledges and agrees that his/her obligation as a Borrower, Guarantor or Grantor is incurred in the interest of and to benefit the marital community (or domestic partnership, if applicable), and expressly agrees that recourse may be had against his or her separate property and his or her rights in community property and community assets for all of his or her obligations to Lender, in addition to any other property that may be subject to rights of Lender. Borrower and Guarantor also agree not to, without Lender's prior written consent, enter into any community property agreement which alters the separate or community property character of any of such party's property. For the purpose of this provision, "Married Person" means a person in a spousal relationship and shall include parties to a duly registered and/or legally recognized same-sex civil union, domestic partnership, and other terms, whether or not gender-specific in a spousal relationship, that denote spousal relationship, as those terms are used throughout the laws, codes and regulations of states, and/or jurisdictions that recognize legally married same-sex couples, civil unions and/or domestic partnerships, and any references herein to a married person or marital status shall be deemed to also include the applicable corresponding term, or other reference relating to a party to a civil union or domestic partnership. With respect to the Guaranty only, to the extent this provision may conflict with another provision contained in the Guaranty, that other provision of the Guaranty shall control.

EXECUTION OF DOCUMENTS, CONSULTATION WITH COUNSEL. Each party hereto acknowledges and agrees that he/she/it has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her/its choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her/its execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

SUPPLEMENT TO DEFINITION OF INDEBTEDNESS. The definition of "Indebtedness" herein includes, without limitation, all liability of Borrower whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, including but not limited to: (i) those obligations arising under or in connection with any "swap agreement" (as defined in 11 U.S.C. Section 101) between Borrower and Lender, or any affiliate of Lender; and (ii) those obligations, arising under any commercial card or other similar transaction or arrangement (howsoever described or defined), and whether Borrower or such other party may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, or any request for additional credit. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a

**COMMERCIAL GUARANTY
(Continued)**

provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

G. Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property and the Dispute is governed by the laws of California, Connecticut, Idaho, Kansas, Montana, Nevada, South Dakota, Virginia or Utah, unless any conditions for arbitration that may be set forth in the mortgage or deed of trust are satisfied; if any such Disputes are not referred to arbitration, then any provision in such mortgage or deed of trust providing for referral of Disputes to a referee or master under the laws of California, Connecticut, Idaho, Kansas, Montana, Nevada, South Dakota, Virginia or Utah shall be applicable to such Disputes.

H. State Specific Provisions:

If Delaware, Pennsylvania or Virginia law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment pursuant to a warrant of attorney provision set forth in any note, guaranty or other Documents. No party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to (i) strike-off or open a judgment obtained by confession pursuant to a warrant of attorney contained in any note, guaranty or other Documents, or (ii) challenge the waiver of a right to prior notice and a hearing before judgment is entered, or after judgment is entered, but before execution upon the judgment. Any claims, disputes or controversies challenging the confession of judgment shall be commenced and prosecuted in accordance with the procedures set forth, and in the forum specified by the applicable state rules of civil procedure or other applicable law.

If Maryland law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment, and no party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to open a judgment obtained by confession. Nothing herein, including the arbitration requirement, shall limit the right of any party to foreclose judicially or non-judicially against any real or personal property collateral, or exercise judicial or non-judicial power of sale rights. No provision regarding submission to a jurisdiction and/or venue in any court or the waiver of any right to trial by jury is intended or shall be construed to be in derogation of the provisions for arbitration of any dispute. Any claim or counterclaim or defense raised in connection with Lender's exercise of any rights set forth in any note, guaranty or other Documents subject to this Arbitration Program shall be subject to the arbitration requirement.

If South Carolina law governs the Dispute, the following provision is included: WAIVER OF JURY TRIAL. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO ARBITRATE ANY DISPUTE AS SET FORTH IN THIS AGREEMENT, TO THE EXTENT ANY DISPUTE IS NOT SUBMITTED TO ARBITRATION OR IS DEEMED BY THE ARBITRATOR OR BY ANY COURT WITH JURISDICTION TO BE NOT ARBITRABLE OR NOT REQUIRED TO BE ARBITRATED, LENDER AND EACH PARTY TO THIS AGREEMENT WAIVE TRIAL BY JURY IN RESPECT OF ANY SUCH DISPUTE AND ANY ACTION ON SUCH DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY LENDER AND EACH PARTY, AND LENDER AND EACH PARTY HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. LENDER AND EACH PARTY TO THIS AGREEMENT ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

I. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the Documents or any relationship between the parties.

Small Business Administration (SBA). When SBA is the holder, the Note and this Guarantee will be construed and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax or liability. As to this Guarantee, Guarantor may not claim or assert any local or state law against SBA to deny any obligation, defeat any claims of SBA, or preempt federal law.

SBA Arbitration. The parties specifically agree that the provisions of this Arbitration Program are not applicable to any dispute between any party and the U.S. Small Business Administration (the "SBA"), including but not limited to, any dispute with the SBA after purchase of the loan by the SBA.

MONEY LAUNDERING, SANCTIONS, CORRUPT PRACTICES, AND COMPLIANCE WITH ALL LAWS. Guarantor represents, warrants and agrees that Guarantor (1) is not now and will not become the target of any trade or economic sanctions promulgated by the United Nations or the governments of the United States, the United Kingdom, the European Union, or any other jurisdiction in which Guarantor is located or operates (collectively, "Sanctions"), (2) complies now and will at all times comply with the requirements of all laws, rules, regulations and orders of any jurisdiction in which Guarantor is located or doing business, or otherwise is applicable to Guarantor, including, without limitation, (a) all Sanctions, (b) all laws and regulations that relate to money laundering, any predicate crime to money laundering, or any

**COMMERCIAL GUARANTY
(Continued)**

financial record keeping and reporting requirements related thereto, (c) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (d) the U.K. Bribery Act of 2010, as amended, and (e) any other anti-bribery or anti-corruption laws and regulations, and (3) will not at any time directly or indirectly use any proceeds of any credit extended by Lender for the purpose of (a) providing financing or otherwise funding any targets of Sanctions; or (b) providing financing or otherwise funding any transaction which would be prohibited by Sanctions or would otherwise cause Lender or any of Lender's affiliates to be in breach of any Sanctions.

GUARANTOR CONSENT. GUARANTOR CONSENTS, BY EXECUTING THIS GUARANTY, TO ANY SALE OF THE COLLATERAL, THE APPLICATION OF PROCEEDS FROM THE SALE OF THE COLLATERAL AND THE RELEASE OF ANY PROCEEDS OR COLLATERAL TO THE BORROWER WITHOUT FURTHER WRITTEN CONSENT OF THE GUARANTOR.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY-AT-LAW, AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT, TO APPEAR IN ANY COURT OF RECORD AND TO CONFESS JUDGMENT AGAINST BORROWER FOR THE UNPAID AMOUNT OF THIS AGREEMENT, REASONABLE ATTORNEYS' FEES EQUAL TO TWENTY PERCENT (20%) OF THE PRINCIPAL AND INTEREST DUE UNDER THIS NOTE, PLUS COSTS OF SUIT, AND TO RELEASE ALL ERRORS, AND WAIVE ALL RIGHTS OF APPEAL. IF A COPY OF THIS AGREEMENT, VERIFIED BY AN AFFIDAVIT, SHALL HAVE BEEN FILED IN THE PROCEEDING, IT WILL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY. BORROWER WAIVES THE RIGHT TO ANY STAY OF EXECUTION AND THE BENEFIT OF ALL EXEMPTION LAWS NOW OR HEREAFTER IN EFFECT. NO SINGLE EXERCISE OF THE FOREGOING WARRANT AND POWER TO CONFESS JUDGMENT WILL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE INVALID, VOIDABLE, OR VOID; BUT THE POWER WILL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS LENDER MAY ELECT UNTIL ALL AMOUNTS OWING ON THIS AGREEMENT HAVE BEEN PAID IN FULL.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means _____ and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation _____ and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means Wells Fargo Bank, National Association, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED _____

GUARANTOR:

X _____

DRAFT



200216865168800170

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Coll / Coll	Account	Officer	Initials
\$							

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Grantor:

DRAFT

Lender:

Wells Fargo Bank, National Association
SBA Lending
600 S. 4th Street, 13th Floor
Minneapolis, MN 55415-1526

THIS COMMERCIAL SECURITY AGREEMENT dated December 16, 2016, is made and executed between ("Grantor") and Wells Fargo Bank, National Association ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles and Fixtures

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Some or all of the Collateral may be located on the following described real estate:

FUTURE ADVANCES. In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above for such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Delaware, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty.

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Page 3

All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. Grantor will promptly notify Lender of any change to Grantor's name or the name of any individual Grantor, any individual who is a partner for a Grantor, and any individual who is a trustee or settlor or trustor for a Grantor under this Agreement. Grantor will also promptly notify Lender of any change to the name that appears on the most recently issued, unexpired driver's license or state-issued identification card, any expiration of the most recently issued driver's license or state-issued identification card for Grantor or any individual for whom Grantor is required to provide notice regarding name changes.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help,

COMMERCIAL SECURITY AGREEMENT (Continued)

repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Delaware Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

FURTHER ASSURANCES. The undersigned agrees to (i) do all things deemed necessary by Lender in order to fully document the loan evidenced by the Note and any related agreements, and will fully cooperate concerning the execution and delivery of security agreements, stock powers, instructions and/or other documents pertaining to any collateral intended to secure the Indebtedness, (ii) assist in the cure of any defects in the execution, delivery or substance of the Note and related agreements, and in the creation and perfection of any liens, security interests or other collateral rights securing the Note, and (iii) pay Lender immediately upon demand the full amount of all charges, costs and expenses (to include fees paid to third parties) expended or incurred by Lender to monitor Lender's interest in any real or personal property pledged as collateral for the Note, including without limitation all costs of appraisals.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender, without notice and without the consent of the parties; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, without notice, and the parties waive any rights to privacy it may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender; and (e) to waive all notices of sale of the loan, as well as all notices of any repurchase, and all rights of offset or counterclaim that the parties have now or later against

Lender or against any purchaser of the loan.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

COMMUNITY AND OTHER PROPERTY. In addition to the rights of Lender under any applicable community property laws, Borrower, Guarantor or Grantor who is a Married Person and who has an interest in marital or community property under applicable law acknowledges and agrees that his/her obligation as a Borrower, Guarantor or Grantor is incurred in the interest of and to benefit the marital community (or domestic partnership, if applicable), and expressly agrees that recourse may be had against his or her separate property and his or her rights in community property and community assets for all of his or her obligations to Lender, in addition to any other property that may be subject to rights of Lender. Borrower and Guarantor also agree not to, without Lender's prior written consent, enter into any community property agreement which alters the separate or community property character of any of such party's property. For the purpose of this provision, "Married Person" means a person in a spousal relationship and shall include parties to a duly registered and/or legally recognized same-sex civil union, domestic partnership, and other terms, whether or not gender-specific in a spousal relationship, that denote spousal relationship, as those terms are used throughout the laws, codes and regulations of states and/or jurisdictions that recognize legally married same-sex couples, civil unions and/or domestic partnerships, and any references herein to a married person or marital status shall be deemed to also include the applicable corresponding term, or other reference relating to a party to a civil union or domestic partnership. With respect to the Guaranty only, to the extent this provision may conflict with another provision contained in the Guaranty, that other provision of the Guaranty shall control.

GRANTOR IDENTIFICATION REPRESENTATION AND WARRANTY. If Grantor is an individual, Grantor will maintain the current and valid status of Grantor's driver's license or other state issued identification, and will not change Grantor's name as reflected on such driver's license or other state issued identification without giving Lender 30 days advance specific written notice of such change by delivering such notice to Lender at the address provided herein.

EXECUTION OF DOCUMENTS, CONSULTATION WITH COUNSEL. Each party hereto acknowledges and agrees that he/she/it has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her/its choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her/its execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

SUPPLEMENT TO DEFINITION OF INDEBTEDNESS. The definition of "indebtedness" herein includes, without limitation, all liability of Borrower whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, including but not limited to: (i) those obligations arising under or in connection with any "swap agreement" (as defined in 11 U.S.C. Section 101) between Borrower and Lender, or any affiliate of Lender; and (ii) those obligations, arising under any commercial card or other similar transaction or arrangement (howsoever described or defined), and whether Borrower or such other party may be liable individually or jointly with others, or whether recovery upon such indebtedness may be or hereafter becomes unenforceable.

ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, or any request for additional credit. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

G. Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property and the Dispute is governed by the laws of California, Connecticut, Idaho, Kansas, Montana, Nevada, South Dakota, Virginia or Utah, unless any conditions for arbitration that may be set forth in the mortgage or deed of trust are satisfied; if any such Disputes are not referred to arbitration, then any provision in such mortgage or deed of trust providing for referral of Disputes to a referee or master under the laws of California, Connecticut, Idaho, Kansas, Montana, Nevada, South Dakota, Virginia or Utah shall be applicable to such Disputes.

H. State Specific Provisions:

If Delaware, Pennsylvania or Virginia law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment pursuant to a warrant of attorney provision set forth in any note, guaranty or other Documents. No party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to (i) strike-off or open a judgment obtained by confession pursuant to a warrant of attorney contained in any note, guaranty or other Documents, or (ii) challenge the waiver of a right to prior notice and a hearing before judgment is entered, or after judgment is entered, but before execution upon the judgment. Any claims, disputes or controversies challenging the confession of judgment shall be commenced and prosecuted in accordance with the procedures set forth, and in the forum specified by the applicable state rules of civil procedure or other applicable law.

If Maryland law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment, and no party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to open a judgment obtained by confession. Nothing herein, including the arbitration requirement, shall limit the right of any party to foreclose judicially or non-judicially against any real or personal property collateral, or exercise judicial or non-judicial power of sale rights. No provision regarding submission to a jurisdiction and/or venue in any court or the waiver of any right to trial by jury is intended or shall be construed to be in derogation of the provisions for arbitration of any dispute. Any claim or counterclaim or defense raised in connection with Lender's exercise of any rights set forth in any note, guaranty or other Documents subject to this Arbitration Program shall be subject to the arbitration requirement.

If South Carolina law governs the Dispute, the following provision is included: WAIVER OF JURY TRIAL. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO ARBITRATE ANY DISPUTE AS SET FORTH IN THIS AGREEMENT, TO THE EXTENT ANY DISPUTE IS NOT SUBMITTED TO ARBITRATION OR IS DEEMED BY THE ARBITRATOR OR BY ANY COURT WITH JURISDICTION TO BE NOT ARBITRABLE OR NOT REQUIRED TO BE ARBITRATED, LENDER AND EACH PARTY TO THIS AGREEMENT WAIVE TRIAL BY JURY IN RESPECT OF ANY SUCH DISPUTE AND ANY ACTION ON SUCH DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY LENDER AND EACH PARTY, AND LENDER AND EACH PARTY HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. LENDER AND EACH PARTY TO THIS AGREEMENT ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

I. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the Documents or any relationship between the parties.

SBA NATIONWIDE PROGRAM. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

SBA ARBITRATION. The parties specifically agree that the provisions of this Arbitration Program are not applicable to any dispute between any party and the U.S. Small Business Administration (the "SBA"), including but not limited to, any dispute with the SBA after purchase of the loan

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Page 7

by the SBA.

MONEY LAUNDERING, SANCTIONS, CORRUPT PRACTICES, AND COMPLIANCE WITH ALL LAWS. Grantor represents, warrants and agrees that Grantor (1) is not now and will not become the target of any trade or economic sanctions promulgated by the United Nations or the governments of the United States, the United Kingdom, the European Union, or any other jurisdiction in which Grantor is located or operates (collectively, "Sanctions"), (2) complies now and will at all times comply with the requirements of all laws, rules, regulations and orders of any jurisdiction in which Grantor is located or doing business, or otherwise is applicable to Grantor, including, without limitation, (a) all Sanctions, (b) all laws and regulations that relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto, (c) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (d) the U.K. Bribery Act of 2010, as amended, and (e) any other anti-bribery or anti-corruption laws and regulations, and (3) will not at any time directly or indirectly use any proceeds of any credit extended by Lender for the purpose of (a) providing financing or otherwise funding any targets of Sanctions; or (b) providing financing or otherwise funding any transaction which would be prohibited by Sanctions or would otherwise cause Lender or any of Lender's affiliates to be in breach of any Sanctions.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Lender may also recover from Grantor all court, alternative dispute resolution or other collection costs (including, without limitation, fees and charges of collection agencies) actually incurred by Lender.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Collateral, this Agreement will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Minnesota. In all other respects, this Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Agreement is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Agreement has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Minnesota.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means _____ and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means:

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Agreement together with all interest thereon.

Lender. The word "Lender" means Wells Fargo Bank, National Association, its successors and assigns.

Note. The word "Note" means the Note dated _____ and executed by _____ in the principal amount of _____, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the _____ agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED

THIS AGREEMENT IS DELIVERED UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

By: _____

(Seal)

By: _____

(Seal)

DRAFT

DRAFT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Wells Fargo Bank, National Association SBA - BBG Loan Ops - Recorded Docs P.O. Box 659713 San Antonio, TX 78265-9827

CUSTOMER COPY
For Your Files

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME						
Wells Fargo Bank, National Association						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
600 S. 4th Street, 13th Floor			Minneapolis	MN	55415-1526	USA

4. COLLATERAL: This financing statement covers the following collateral:

All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles and Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

DISBURSEMENT GUIDELINES

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower:

Lender:

Wells Fargo Bank, National Association
SBA Lending
600 S. 4th Street, 13th Floor
Minneapolis, MN 55415-1526

 DRAFT

Congratulations on your new SBA loan. This memo was developed to guide you through the disbursement process of your loan.

The SBA requires the Lender to disburse the loan proceeds in accordance with the amounts approved by category as outlined in the SBA Loan Authorization. Please review the SBA Authorization for specifics relating to your loan.

We want to make sure funds are available to you when you need them. To accomplish this, we will require your assistance by asking you to follow the process described below.

Disbursement Process:

- On the Loan Disbursement Worksheet enclosed, insert the amount requested under the appropriate category and total the amount requested. (Additional disbursement request forms are enclosed for your use).
- Include copies of the appropriate documents that correspond with the amount requested on the Loan Disbursement Worksheet. Please refer to the guidelines below for detailed instructions based upon the use of proceeds.
- All of the required receipts are to be separated by categories accompanied by a detailed spreadsheet.
- Working capital may be requested without receipts.
- E-MAIL or FAX all requests to the Disbursements Team listed on the enclosed SBA Lending Team Directory.
- Upon receipt of the above, monies will be disbursed according to the attached instructions.

Points to Remember:

- Two (2) disbursements are allowed per month. Please budget your need for funds in advance.
- No cashier's checks will be issued for less than \$500.00.
- All disbursements are handled on a first come, first served basis and will be processed within 72 hours following receipt of a complete request.
- No disbursements will be processed if the loan payment is past due.
- Receipts submitted for funding must not be part of your capital equity injection, must not have been paid prior to SBA approval and cannot have been previously presented and reimbursed to you.

Below are the guidelines for requesting your loan funds. Please have your SBA Loan Authorization available, and reference the "Use of Proceeds" section for the various categories and amounts approved for disbursement.

IF YOU HAVE A PENDING INVOICE AND ARE REQUESTING VENDOR PAYMENT:

1. Please submit a copy of your Purchase Order(s), Invoice(s) or signed Quote(s) for the items to be purchased.
2. A cashier's check will be made payable to the Vendor in the amount of the Invoice(s), Purchase Order(s) or signed Quote(s) submitted and will be sent directly to the Borrower.
3. Cashier's checks will not be issued if the requested amount to one payee is less than \$500.00. Small amounts are to be paid directly by Borrower to vendor. Borrower can then submit to Lender for reimbursement of these small amounts by providing invoice copies and cancelled checks.

IF YOU HAVE ALREADY PURCHASED AND ARE REQUESTING REIMBURSEMENT:

1. Please submit invoice(s) and corresponding proof of payment which verifies that the invoice(s) have been paid. Sufficient proof of payment can be a copy of a canceled check, cashier's check, or credit card statement verifying purchase. Please note the following additional requirements when requesting reimbursement for credit card charges. a) If you have made a payment to the credit card company and are requesting that we reimburse you directly, please include a copy of the credit card statement postdating your purchase date that shows a payment equal to or greater than the amount of reimbursement you are requesting along with a copy of the cancelled check used to make the credit card payment. b) If you have not made a payment to the credit card company in an amount equal to or greater than the amount of reimbursement you are requesting, we will cut a check payable to the credit card company and send to you. You will then need to forward the check with your payment coupon to make the credit card payment.
2. Reimbursements will only be accepted on items purchased on or after SBA Approval.
3. Funds will be directly deposited to your designated Wells Fargo Bank account or a cashier's check will be issued.

Note: All invoices submitted should be consistent with the requested disbursement amount listed under the applicable categories on the Loan Disbursement Worksheet. Please group together all invoices for these items and indicate the appropriate category in the top right hand corner to ensure they are accounted for properly.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

DISBURSEMENT GUIDELINES
(Continued)

BORROWER:

By: _____

 DRAFT

By: _____

 DRAFT

LOAN DISBURSEMENT WORKSHEET

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
references in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower:

Lender:

Wells Fargo Bank, National Association
 SBA Lending
 600 S. 4th Street, 13th Floor
 Minneapolis, MN 55415-1526



Borrower Name:

Account #:

Borrower Address:

Telephone:

Wells Fargo DDA Account #

(for direct deposit - must in name of Borrower)

Use of Proceeds:

Amount Requested:

- Equipment _____
- Furniture _____
- Fixtures _____
- Inventory _____
- Tenant Improvements _____
- Startup Costs _____
- Working Capital _____
- Other: _____
- Other: _____
- Other: _____
- Total Amount Requested: _____

The above item(s) are approved by Borrower for disbursement.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

Bv:

Bv:

Date: _____



U.S. SMALL BUSINESS ADMINISTRATION - SETTLEMENT SHEET - USE OF PROCEEDS
CERTIFICATION
(Continued)

BORROWER:

By: _____

By: _____

 DRAFT

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

Authorized Signer

 DRAFT

BORROWER'S CERTIFICATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
References in the boxes above are for Lenders use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower:

Lender:

Wells Fargo Bank, National Association
 SBA Lending
 600 S. 4th Street, 13th Floor
 Minneapolis, MN 55415-1526

INSTRUCTIONS: INDICATE THE PARAGRAPHS BEING CERTIFIED TO BY HAVING THE BORROWER INITIAL IN THE [] NEXT TO THE APPROPRIATE PARAGRAPHS, PRIOR TO SIGNING.

In order to induce WELLS FARGO BANK NATIONAL ASSOCIATION ("Lender") to make a U.S. Small Business Administration ("SBA") guaranteed Loan, SBA Loan Number _____ ("Loan") to _____ ("Borrower"),

A. BORROWER AND OPERATING COMPANY (if applicable) CERTIFY THAT:

[] 1. **Receipt of Authorization (MANDATORY)** - Borrower and Operating Company have received a copy of the Authorization for this Loan from Lender, and acknowledge that:

- a. The Authorization is not a commitment by Lender to make a loan to Borrower;
- b. The Authorization is between Lender and SBA and creates no third party rights or benefits to Borrower;
- c. The Note will require Borrower to give Lender prior notice of intent to prepay.
- d. If Borrower defaults on Loan, SBA may be required to pay Lender under the SBA guarantee. SBA may then seek recovery of these funds from Borrower. Under SBA regulations, 13 CFR Part 101, Borrower may not claim or assert against SBA any immunities or defenses available under local law to defeat, modify or otherwise limit Borrower's obligation to repay to SBA any funds advanced by Lender to Borrower.
- e. Payments by SBA to Lender under SBA's guarantee will not apply to the Loan account of Borrower, or diminish the indebtedness of Borrower under the Note or the obligations of any personal guarantor of the Note.

[] 2. **Adverse Change (MANDATORY)** - That there has been no adverse change in Borrower's (and Operating Company) financial condition, organization, operations or fixed assets since the date the Loan application was signed.

[] 3. **Child Support (MANDATORY)** - No principal who owns at least 50% of the ownership or voting interest of the company is delinquent more than 60 days under the terms of any (1) administrative order, (2) court order, or (3) repayment agreement requiring payment of child support.

[] 4. **Current Taxes (MANDATORY)** - Borrower and Operating Company are current (or will be current with any loan proceeds specified for eligible tax payments) on all federal, state, and local taxes, including but not limited to income taxes, payroll taxes, real estate taxes, and sales taxes.

[] 5. **Environmental (MANDATORY)** - For any real estate pledged as collateral for the Loan or where the Borrower or Operating Company is conducting business operations (collectively "the Property"):

(a) At the time Borrower and Operating Company submitted the Loan application, Borrower was in compliance with all local, state, and federal environmental laws and regulations pertaining to reporting or clean-up of any hazardous substance, hazardous waste, petroleum product, or any other pollutant regulated by state or federal law as hazardous to the environment (Contaminant), and regarding any permits needed for the creation, storage, transportation or disposal of any Contaminant;

(b) Borrower and Operating Company will continue to comply with these laws and regulations;

(c) Borrower and Operating Company, and all of its principals, have no knowledge of the actual or potential existence of any Contaminant that exists on, at, or under the Property, including groundwater under such Property other than what was disclosed in connection with the Environmental Investigation of the Property;

(d) Until full repayment of Loan, Borrower and Operating Company will promptly notify Lender if it knows or suspects that there has been, or may have been, a release of a Contaminant, in, at or under the Property, including groundwater, or if Borrower or Operating Company or such property are subject to any investigation or enforcement action by any federal, state or local environmental agency (Agency) pertaining to any Contaminant on, at, or under such Property, including groundwater.

(e) As to any Property owned by Borrower or Operating Company, Borrower or Operating Company indemnifies, and agrees to defend and hold harmless Lender and SBA, and any assigns or successors in interest which take title to the Property, from and against all liabilities, damages, fees, penalties or losses arising out of any demand, claim or suit by any Agency or any other party relating to any Contaminant found on, at or under the Property, including groundwater, regardless of whether such Contaminant resulted from Borrower's or Operating Company's operations. (Lender or SBA may require Borrower or Operating Company to execute a separate indemnification agreement).

[] 6. **Credit Card Debt (Mandatory for Refinancing Credit Card Debt)** - The total of the payments by this loan on Borrower's credit card obligation(s) is not greater than the total of Borrower's specific business-related purchases charged to the credit card(s).

B. BORROWER AND OPERATING COMPANY CERTIFY THAT THEY WILL:

[] 1. **Reimbursable Expenses (MANDATORY)** - Reimburse Lender for expenses incurred in the making and administration of the Loan.

[] 2. **Books, Records and Reports (MANDATORY)**

- a. Keep proper books of account in a manner satisfactory to Lender;
- b. Furnish year-end statements to Lender within 180 days of fiscal year end;
- c. Furnish additional financial statements or reports whenever Lender requests them;
- d. Allow Lender or SBA, at Borrower's or Operating Company's expense, to:
 - 1) Inspect and audit books, records and papers relating to Borrower's and Operating Company's financial or business condition; and

**BORROWER'S CERTIFICATION
(Continued)**

- 2) Inspect and appraise any of Borrower's and Operating Company's assets; and
- 3) Allow all government authorities to furnish reports of examinations, or any records pertaining to Borrower and Operating Company, upon request by Lender or SBA.
- [_____] 3. **Equal Opportunity (MANDATORY)** - Post SBA Form 722, Equal Opportunity Poster, where it is clearly visible to employees, applicants for employment and the general public.
- [_____] 4. **American-made Products (MANDATORY)** - To the extent practicable, purchase only American-made equipment and products with the proceeds of the Loan.
- [_____] 5. **Taxes (MANDATORY)** - Pay all federal, state, and local taxes, including income, payroll, real estate and sales taxes of the business when they come due.
- [_____] 6. **Occupancy (MANDATORY)** - Occupy at least 51% of the total Rentable Property and may lease up to 49% for business or residential use. Borrower will not use Loan proceeds to improve or renovate any of the Rentable Property leased to third parties. Borrower may provide up to 49% of the Rentable Property to be occupied by Borrower for use by a resident owner or manager only if the nature of the business demands it.

C. BORROWER AND OPERATING COMPANY CERTIFY THAT THEY WILL NOT, WITHOUT LENDER'S PRIOR WRITTEN CONSENT:

- [_____] 1. **Distributions (MANDATORY)** - Make any distribution of company assets that will adversely affect the financial condition of Borrower and/or Operating Company.
- [_____] 2. **Ownership Changes (MANDATORY)** - Change the ownership structure or interests in the business during the term of the Loan.
- [_____] 3. **Transfer of Assets (MANDATORY)** - Sell, lease, pledge, encumber (except by purchase money liens on property acquired after the date of the Note), or otherwise dispose of any of Borrower's property or assets, except in the ordinary course of business.

Date: |

BORROWER:

By: _____

By:

A large, diagonal stamp with the word "DRAFT" in bold, capital letters. To the left of the text is a small icon of a document with horizontal lines.

AUTO-DEBIT AUTHORIZATION FOR LOAN PAYMENTS

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower:

Lender:

Wells Fargo Bank, National Association
 SBA Lending
 600 S. 4th Street, 13th Floor
 Minneapolis, MN 55415-1526

DRAFT

The undersigned Borrower and Account Holder authorize Wells Fargo Bank, National Association ("Wells Fargo") to collect payments and other amounts due and owing in connection with the loan or line of credit described below (the "Loan Account") from the deposit account described below (the "Deposit Account") by means of ACH transfers or other debit entries to the Deposit Account.

Description of the Loan Account:

Borrower Name: _____
 Customer Number: _____
 Obligation Number: _____

Description of the Deposit Account:

Deposit Account Bank Name: _____
 Account Holder: _____
 Transit Routing Number: _____
 Account Number: _____

If the Deposit Account is not a Wells Fargo account, please attach a VOIDED CHECK along with this form for verification. This authorization shall remain in full force and effect until written revocation by Borrower or Account Holder has been mailed to the following Wells Fargo address, and such revocation has been received and processed:
 (Use Lender's address stated above.)

Facsimile and Counterpart. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

If this authorization is revoked, or if the account is not maintained in good standing, or if Wells Fargo is not able to collect such amounts from the account as they become due for any reason, then Lender may increase the pre-maturity interest rate applicable to this Note immediately and without notice by one quarter percent (1/4%).

In the event Wells Fargo is required to turn over, restore, or otherwise return loan payment amounts to Account Holder, a trustee-in-bankruptcy, or anyone else, due to a bankruptcy or for any other reason, Borrower promises to pay to Wells Fargo upon demand the amount of the Loan Account payments which were returned. The determination of whether any such amount must be returned may be made by Wells Fargo in its sole discretion.

ACCOUNT HOLDER :

Bv: _____

By: _____

DRAFT

BORROWER:

By: _____

By: _____

DRAFT

DRAFT

WELLS FARGO U.S. CONSUMER PRIVACY NOTICE

Principal	Loan Date	Maturity	Loan No	Call/Cell	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower:

Lender:

Wells Fargo Bank, National Association
SBA Lending
600 S. 4th Street, 13th Floor
Minneapolis, MN 55415-1526

DRAFT

BBG-MKT6784 (10-13)

FACTS: WHAT DOES WELLS FARGO DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- account balances and transaction history
- credit history and investment experience

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wells Fargo chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information

For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.

Does Wells Fargo share? Yes. Can you limit this sharing? No

For our marketing purposes - with service providers we use to offer our products and services to you (please see below to limit the ways in which we contact you).

Does Wells Fargo share? Yes. Can you limit this sharing? No

For joint marketing with other financial companies.

Does Wells Fargo share? No. Can you limit this sharing? We don't share

For our affiliates' everyday business purposes - information about your transactions and experiences.

Does Wells Fargo share? Yes. Can you limit this sharing? No

For our affiliates' everyday business purposes - information about your creditworthiness.

Does Wells Fargo share? Yes. Can you limit this sharing? Yes

For our affiliates to market to you.

Does Wells Fargo share? Yes. Can you limit this sharing? Yes

For nonaffiliates to market to you.

Does Wells Fargo share? No. Can you limit this sharing? We don't share

To limit our sharing

- Call 1-888-528-8460-our menu will prompt you through your choices
 - Online banking customers - log on to a secure session at wells Fargo.com, and choose "Change Privacy Preferences" under the "Account Services" tab. Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can continue to share your information as described in this notice.
- However, you can contact us at any time to limit our sharing.

To limit direct marketing

- To limit our direct marketing to you by mail or telephone, call 1-888-528-8460--our menu will prompt you through your choices
- Online banking customers - log on to a secure session at wells Fargo.com, and choose "Change Privacy Preferences" under the "Account Services" tab.

Please note: A Do Not Call election is effective for five years, or while you are an active consumer customer, if longer than five years. The Do Not Mail election is effective for three years. You may continue to receive marketing information in regular account mailings and statements, when you visit us online or at an ATM. You may also be contacted to service your account or participate in surveys. If you have an assigned client manager or team, they may continue to contact you to assist you in managing your portfolio or account relationship.

Questions? Call 1-800-TO-WELLS (1-800-869-3557) or go to wells Fargo.com/privacy_security

Who we are

Who is providing this notice? Wells Fargo U.S. companies that use Wells Fargo in their names and other companies listed in the Wells Fargo U.S. legal entities section.

What we do

How does Wells Fargo protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information visit wells Fargo.com/privacy_security

How does Wells Fargo collect my personal information? We collect your personal information, for example, when you:

- open an account or make deposits or withdrawals from your accounts
- apply for a loan or use your credit or debit card
- seek advice about your investments

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing? Federal law gives you the right to limit only:

- sharing for affiliates' everyday business purposes - information about your creditworthiness
- affiliates from using your information to market to you

CUSTOMER COPY
For Your Files

WELLS FARGO U.S. CONSUMER PRIVACY NOTICE (Continued)

Page 2

- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else? Your choices will apply individually unless you tell us otherwise. Any account holder may express a privacy preference on behalf of the other joint account holders.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and non-financial companies.

- Our affiliates include financial companies with Wells Fargo in their name such as Wells Fargo Bank, N.A., Wells Fargo Insurance, Inc., and Wells Fargo Advisors, LLC.

Nonaffiliates Companies not related by common ownership or control. They can be financial and non-financial companies.

- Wells Fargo does not share with nonaffiliates so they can market to you.

Joint marketing A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Wells Fargo does not jointly market.

Other important information

Important Notice about Credit Reporting: We may report information about your account(s) to credit bureaus and/or consumer reporting agencies. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report and/or consumer report.

Do Not Call Policy. This Privacy Policy constitutes Wells Fargo's Do Not Call Policy under the Telephone Consumer Protection Act for all consumers. Wells Fargo maintains an internal Do Not Call preference list. Do Not Call requests will be honored within 30 days and will be effective for at least five years from the date of request. No telemarketing calls will be made to residential or cellular phone numbers that appear on the Wells Fargo Do Not Call list.

Nevada residents: We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by following the directions in the To limit direct marketing section. For more information contact us at 1-800-869-3557; nevadanoticeinfo@wellsfargo.com, or Wells Fargo, P.O. Box 5277, Sioux Falls, SD 57117-5277. Or contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; 702-486-3132; BCPINFO@ag.state.nv.us.

Vermont: We automatically treat customers with a Vermont mailing address as having limited sharing with our affiliates as provided on page one.

Trust or fiduciary accounts for which Wells Fargo is the trustee or service provider, including employer-sponsored retirement accounts, are protected under special rules of confidentiality. Information on these accounts is not shared for marketing purposes without specific consent.

Wells Fargo Advisors Financial Advisors: If your financial advisor's affiliation with Wells Fargo Advisors ends and they join a non-affiliated securities broker-dealer, your financial advisor may be permitted to use limited information to contact you to join their new firm, as a usual means to continue to service and maintain your accounts. The information they may use is limited to your name, address, email address, phone number and account title.

Wells Fargo U.S. legal entities and businesses covered by this notice

Wells Fargo U.S. banks and companies with "Wells Fargo" in their names, including Wells Fargo Advisors, LLC; Wells Fargo Bank, N.A. doing business as Flatiron Capital; as well as American Mortgage Network, LLC, doing business as Vertice; and Abbot Downing, a Wells Fargo Business.

This Privacy Disclosure also describes the privacy practices of First Clearing, LLC ("First Clearing"), which is an affiliated clearing firm of Wells Fargo Advisors, LLC. First Clearing does not market to holders of accounts carried by First Clearing or provide information regarding such accounts or regarding your creditworthiness to other Wells Fargo companies for their own marketing or everyday business purposes, and the choices in this notice do not apply to First Clearing.

The following legal entities and businesses are not covered by this notice and have separate privacy notices:

- Wells Fargo Financial National Bank
- the Wells Fargo Advantage Funds
- Wells Fargo Advisors Financial Network, LLC
- any insurance company, insurance agency, or insurance brokerage or other company, which has its own privacy disclosures
- businesses which have provided a separate privacy notice governing specific accounts or relationships



200216865168800025

AGREEMENT TO PROVIDE INSURANCE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower:

Lender:

Wells Fargo Bank, National Association
SBA Lending
600 S. 4th Street, 13th Floor
Minneapolis, MN 55415-1526

Grantor:

DRAFT

INSURANCE REQUIREMENTS. Grantor, ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to ("Borrower") by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

Collateral:

Type: Fire and extended coverage.
Amount: Full Insurable Value.
Basis: Replacement value.
Endorsements: 2nd Mtg - Required Endorsements: Insurance coverage must contain a Second Mortgagee clause in favor of Lender named above. This clause must provide that any act or neglect of the debtor or owner of the insured property will not invalidate the interest of Lender. The policy or endorsements must provide for at least 30 days prior written notice to Lender of Policy Cancellation; and further stipulating that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender and without disclaimer of the insurer's liability for failure to give such notice.
Comments: Reference Job #
Deductibles: \$5,000.00.
Latest Delivery Date: By the loan closing date.

INSURANCE COMPANY. Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

FLOOD INSURANCE. Flood Insurance for the Collateral securing this loan is described as follows:

Real Estate at

The Collateral securing this loan is not currently located in an area identified as having special flood hazards. Therefore, no special flood hazard insurance is necessary at this time. Should the Collateral at any time be deemed to be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Collateral is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program or from private insurers.

INSURANCE MAILING ADDRESS. All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

Wells Fargo Bank, National Association
SBA BBSG - San Antonio Loan Ops, MAC T7422-012
4101 Wiseman Blvd, Bldg 307
San Antonio, TX 78251

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

CONDO/COOPERATIVE OWNERSHIP. If the Collateral is Real Property submitted to unit ownership law or similar law for the establishment of condominiums or cooperative, insurance coverage must include both interior/unit coverage and exterior coverage. A mortgagee's clause will only be required for the interior/unit coverage.

FAILURE TO PROVIDE INSURANCE. Grantor agrees to deliver to Lender on the latest delivery date stated above, evidence of the required insurance as provided above, with an effective date of or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL; HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

AUTHORIZATION. For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

**AGREEMENT TO PROVIDE INSURANCE
(Continued)**

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED

GRANTOR:

 DRAFT

 DRAFT

X _____ X _____

FOR LENDER USE ONLY INSURANCE VERIFICATION		PHONE _____
DATE: _____		
AGENT'S NAME: _____		
AGENCY: _____		
ADDRESS: _____		
INSURANCE COMPANY: _____		
POLICY NUMBER: _____		
EFFECTIVE DATES: _____		
COMMENTS: _____		



200216865168800025

AGREEMENT TO PROVIDE INSURANCE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$ _____							

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Grantor:

Lender:

Wells Fargo Bank, National Association
 SBA Lending
 600 S. 4th Street, 13th Floor
 Minneapolis, MN 55415-1526

INSURANCE REQUIREMENTS. Grantor, ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

- Collateral: All Inventory, Equipment and Fixtures.
- Type: All risks, including fire, theft and liability.
- Amount: Full Insurable Value.
- Basis: Replacement value.
- Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender.
- Comments: Reference Job #
- Deductibles: \$5,000.00.
- Latest Delivery Date: By the loan closing date.

INSURANCE COMPANY. Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

INSURANCE MAILING ADDRESS. All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

Wells Fargo Bank, National Association
 SBA BBSG - San Antonio Loan Ops, MAC T7422-012
 4101 Wiseman Blvd, Bldg 307
 San Antonio, TX 78251

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

CONDO/COOPERATIVE OWNERSHIP. If the Collateral is Real Property submitted to unit ownership law or similar law for the establishment of condominiums or cooperative, insurance coverage must include both interior/unit coverage and exterior coverage. A mortgagee's clause will only be required for the interior/unit coverage.

FAILURE TO PROVIDE INSURANCE. Grantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of _____ or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL; HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

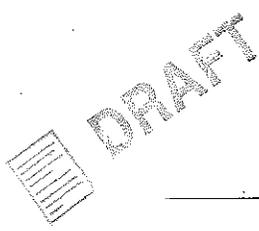
AUTHORIZATION. For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED _____

GRANTOR:

By: _____

By: _____



**AGREEMENT TO PROVIDE INSURANCE
(Continued)**

**FOR LENDER USE ONLY
INSURANCE VERIFICATION**

DATE: _____

PHONE _____

AGENT'S NAME: _____

AGENCY: _____

ADDRESS: _____

INSURANCE COMPANY: _____

POLICY NUMBER: _____

EFFECTIVE DATES: _____

COMMENTS: _____



200216866168800240

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan No	Call Coll	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.					

Borrower:

DRAFT

Lender:

Wells Fargo Bank, National Association
SBA Lending
600 S. 4th Street, 13th Floor
Minneapolis, MN 55415-1526

LOAN TYPE. This is a _____ Non-disclosable Loan to a Limited Liability Company for _____ due on _____

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Maintenance of Borrower's Primary Residence.
- Personal, Family or Household Purposes or Personal Investment.
- Agricultural Purposes.
- Business Purposes.

SPECIFIC PURPOSE. The specific purpose of this loan is: Fixed Assets or Intangibles.

REAL ESTATE DOCUMENTS. If any party to this transaction is granting a security interest in any real property to Lender and is not also a party to the real estate document or documents (the "Real Estate Documents") granting such security interest, Borrower agrees to perform and comply with the Real Estate Documents just as if Borrower has signed as a direct and original party to the Real Estate Documents. This means Borrower agrees to all the representations and warranties made in the Real Estate Documents. In addition, Borrower agrees to perform and comply strictly with all the terms, obligations and covenants to be performed by either Borrower or any Grantor or Trustor, or both, as those words are defined in the Real Estate Documents. Lender need not tell Borrower about any action or inaction Lender takes in connection with the Real Estate Documents. Borrower assumes the responsibility for being and keeping informed about the property. Borrower also waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the property, or any delay by Lender in realizing upon the property.

FLOOD INSURANCE. Some of the property that will secure the loan is not located in an area that has been identified by the Administrator of the Federal Emergency Management Agency as an area having special flood hazards. Therefore, although flood insurance may be available for the property, no special flood hazard insurance protecting property not located in an area having special flood hazards is required by law for this loan at this time.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$ _____ as follows:

Other Disbursements:

Other Charges Financed:

Note Principal:

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash: \$0.00

Other Charges Paid in Cash:

Total Charges Paid in Cash:

**DISBURSEMENT REQUEST AND AUTHORIZATION
(Continued)**

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

NOTICE OF RIGHT TO DISCONTINUE ESCROW. If Borrower's mortgage loan involves an escrow account for taxes and homeowner's insurance, Borrower may have the right in five years to discontinue the account and pay Borrower's own taxes and homeowner's insurance. IF Borrower is eligible to discontinue the escrow account, Borrower will be notified in five years.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED

BORROWER:

By: _____

By: _____

A large, light-colored stamp with the word "DRAFT" in a bold, sans-serif font, tilted at an angle. To the left of the text is a small icon of a document with horizontal lines.

A large, light-colored stamp with the word "DRAFT" in a bold, sans-serif font, tilted at an angle. To the left of the text is a small icon of a document with horizontal lines.

Wells Fargo SBA Lending

Contact Sheet and Authorization Form



DRAFT

Please complete the following required fields (please print legibly).

Loan Name _____

Please indicate the address where your billing and correspondence should be sent:
Name _____

Street Address	City	State	Zip Code

Who is the **Primary Contact** for this loan: (NOTE: The Primary Contact must be an individual who is an owner of the borrower or a guarantor of this loan.)
Name _____ Telephone number _____

Email address	Title

OPTIONAL: If you would like to elect an **Alternate Contact** (may be a non-borrower) to transact matters regarding the account, please complete the following fields.

Who is the **Alternate Contact** for this loan:
Name _____ Telephone number _____

Email address	Relationship to Borrower (specify by title or job description)

Alternate Contact will be required to provide responses to the two following questions (please fill in responses):
Name of high school Alternate Contact attended _____ City in which Alternate Contact was born _____

The Alternate Contact can request the following changes (check only those that apply):

- Telephone number Address Loan payment due date Increase or renewal of existing loan Release or substitute collateral

The Alternate Contact can request the following information (check only those that apply):

- Last payment made/transaction history Loan balance/Payoff Balance Loan payment due date Interest rate Delinquency status

The Alternate Contact can request a loan advance (check only those that apply). NOTE that Wells Fargo SBA Lending will **in all cases** require confirmation by the **Primary Contact** for all advances in excess of \$100,000.

- In an amount not to exceed \$ _____ for each request.
- The remaining available balance under the loan.

The undersigned Borrower hereby authorizes the above-named **Alternate Contact** to transact only the matters regarding the account as indicated above. The undersigned Borrower hereby understands and agrees that Wells Fargo SBA Lending shall be fully entitled and authorized to respond to and/or transact with the Alternate Contact with respect to the matters indicated above **if and only if** the Alternate Contact has provided the loan number (can be located on your billing statements) to Wells Fargo SBA Lending prior to each transaction, as well as the 2 pieces of personal information set forth above. Wells Fargo SBA Lending shall not be required to request additional information or make additional inquiry as to the identity or authority of the alternate contact.

Only the undersigned Borrower can change any contact information on this form.

Borrower _____

By	Date	Title

BLAST JOB ID# (for Bank use only): _____





SBA Lending Team Directory

CUSTOMER COPY
For Your Files

NAME / TITLE	PHONE	FUNCTION
Customer Service Lines		
SBA Loan Payments	(866) 731-8901	<p>Billing Questions, Loan Balance Inquiries, Loan History, 1099 Reporting, Service Charge Questions, Wells Fargo product information.</p> <p>Your monthly billing statement will be mailed approximately 10 days prior to the due date of the payment.</p> <p>If you mail your payment, please include your loan number and send to the following address:</p> <p style="text-align: center;">Wells Fargo BBSG MAC: D4004-03A P.O. Box 202902 Dallas, TX 75320-2902</p> <p>Overnight mail payment address: Lockbox Overnight, Attn: D4004 401 Research Pkwy, Winston-Salem, NC 27101</p>
Wells Fargo Customer Service (General Banking Questions)	(800) 869-3557	General Banking questions regarding your DDA Accounts, Savings Accounts or any other general banking questions.
Business Direct – SBA Credit Cards, SBA Advantage Loans	(800) 231-9244	Questions regarding your SBA Express Line of Credit/ SBA Credit Card account
National Business Banking Center	(800) 225-5935	Requests for a draw on your SBA Express Line of Credit / Non Credit Card account (refer to letter with specific instructions on requesting a draw)

SBA Lending

<p>Construction Group and CDC Liaison</p> <p>Debbie Osborn Loan Servicing Officer osbornd@wellsfargo.com</p>	Ph (408) 995-3674	<p style="text-align: center;">Questions</p> <p style="text-align: center;">Construction Loan Inquires</p> <p style="text-align: center;">&</p> <p style="text-align: center;">CDC Inquires</p>
<p>Portfolio Management Group</p>	<p>Ph (612) 667-8753 Or Ph (877) 731-8901 Fax (866) 241-8311</p>	<p>The Portfolio Management Group handles any requests from borrowers that would result in a change to the existing terms of their SBA loan. (i.e. collateral, guarantor, borrowing entity etc.)</p> <p>Requests for changes must be in writing and sent to:</p> <p style="text-align: center;">Wells Fargo Bank, N.A. SBA Lending – Attn: PMG 600 S. 4th St., 13th Floor Minneapolis, MN 55415-1526</p> <p style="text-align: center;">Email: mnportfoliomgt@wellsfargo.com</p>



This Statement of Policy is Posted
In Accordance with Regulations of the

Small Business Administration

This Organization Practices

CUSTOMER COPY
For Your Files

Equal Employment Opportunity

We do not discriminate on the ground of race, color, religion, sex, age, disability or national origin in the hiring, retention, or promotion of employees; nor in determining their rank, or the compensation or fringe benefits paid them.

This Organization Practices

Equal Treatment of Clients

We do not discriminate on the basis of race, color, religion, sex, marital status, disability, age or national origin in services or accommodations offered or provided to our employees, clients or guests.

**These policies and this notice comply with regulations
of the United States Government.**

Please report violations of this policy to :

**Administrator
Small Business Administration
Washington, D.C. 20416**

In order for the public and your employees to know their rights under 13 C.F.R Parts 112, 113, and 117, Small Business Administration Regulations, and to conform with the directions of the Administrator of SBA, this poster must be displayed where it is clearly visible to employees, applicants for employment, and the public.

Failure to display the poster as required in accordance with SBA Regulations may be considered evidence of noncompliance and subject you to the penalties contained in those Regulations.



**Esta Declaración De Principios Se Publica
De Acuerdo Con Los Reglamentos De La
Agencia Federal Para el Desarrollo de la Pequeña Empresa**

Esta Organización Practica

**CUSTOMER COPY
For Your Files**

Igual Oportunidad De Empleo

No discriminamos por razón de raza, color, religión, sexo, edad, discapacidad o nacionalidad en el empleo, retención o ascenso de personal ni en la determinación de sus posiciones, salarios o beneficios marginales.

Esta Organización Practica

Igualdad En El Trato A Su Clientela

No discriminamos por razón de raza, color, religión, sexo, estado civil, edad, discapacidad o nacionalidad en los servicios o facilidades provistos para nuestros empleados, clientes o visitantes.

Estos principios y este aviso cumplen con los reglamentos del Gobierno de los Estados Unidos de América.

Favor de informar violaciones a lo aquí indicado a:

**Administrador
Agencia Federal Para el Desarrollo de la
Pequeña Empresa
Washington, D.C. 20416**

A fin de que el público y sus empleados conozcan sus derechos según lo expresado en las Secciones 112, 113 y 117 del Código de Regulaciones Federales No. 13, de los Reglamentos de la Agencia Federal Para el Desarrollo de la Pequeña Empresa y de acuerdo con las instrucciones del Administrador de dicha agencia, esta notificación debe fijarse en un lugar claramente visible para los empleados, solicitantes de empleo y público en general. No fijar esta notificación según lo requerido por los reglamentos de la Agencia Federal Para el Desarrollo de la Pequeña Empresa, puede ser interpretado como evidencia de falta de cumplimiento de los mismos y conllevará la ejecución de los castigos impuestos en estos reglamentos.

EXHIBIT J-6

HITACHI CAPITAL AMERICA CORP. FINANCE DOCUMENTS

HITACHI

Hitachi Capital America Corp.
7808 Creekridge Circle, Suite 250
Edina, MN 55439
Phone: 877-996-0270

MASTER AGREEMENT NO. 0464801

USER INFORMATION

User Legal Name Sample Customer	Address 333 Elm Street 88 222		
City Bloomington	State MN	Zip 55439	Phone 555-555-5555

AGREEMENT: This is a Master Agreement dated as of August 27, 2019 between User and Hitachi Capital America Corp. ("Provider"), the terms of which shall be incorporated into each Schedule now or hereafter executed pursuant to the terms hereof. Each such Schedule shall constitute a separate and enforceable agreement. In the event of a conflict between the terms of the Agreement and any Schedule, the terms of the Schedule shall prevail. User agrees to utilize all of the equipment, software and services described on any Schedule or similar document (the "Equipment") according to the terms and conditions of this Master Agreement (these documents are collectively the "Agreement").

TERM: The Agreement term will commence on the first day of the month following Provider's receipt of written and/or verbal acceptance for all the Equipment (the "Commencement Date") and will continue for the number of months specified on any Schedule (the "Initial Term") and for any successive Renewal Periods. For each item of Equipment, there shall also be an interim term ("Interim Term") beginning on the earlier of (1) the date any advance monies are released by Provider or (2) on the date of User's written and/or verbal acceptance and continuing through the Commencement Date. The Interim Term and the Initial Term are collectively referred to as the "Term".

PAYMENTS: User agrees to make payments in accordance with the Term and payment schedule outlined on any Schedule ("Rent"). There shall also be an interim payment ("Interim Rent") computed for the Interim Term. The Interim Rent for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by the Monthly Rent Payment and divided by the total cost of all Equipment, prorated on a daily basis. Interim Rent will be due upon receipt of an invoice from Provider. Monthly Rent will be due on the first day of the month (or such other time period specified in any Schedule). In addition, if required by Provider, User agrees to pay a documentation fee, any applicable freight charges, a security deposit and any other fees assessed by Provider. **USER'S OBLIGATION TO PAY RENT AND ALL OTHER OBLIGATIONS HEREIN ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER.**

DELIVERY, INSTALLATION AND ACCEPTANCE: User is solely responsible for arranging the delivery and installation of the Equipment. Upon receipt, User agrees to inspect the Equipment to determine whether it is in good working order. After inspection, User agrees to sign and send Provider a Certificate of Acceptance. In any event, this Agreement will commence no later than 7 days after receipt of the Equipment.

EQUIPMENT LOCATION, USE AND REPAIR: User will maintain and use the Equipment only at the location shown on any Schedule. User agrees that the Equipment cannot be moved from that location without Provider's advance written approval. Notwithstanding the prohibition from removing the Equipment from that location, in the event that User contemplates any exporting of the Equipment (including any technology supplied as part of the Equipment), User shall follow all procedures as required by the U.S. Export Administration Regulations and any related export controls, laws and regulations promulgated and administered by the government of any country having jurisdiction over the parties hereto or the transactions contemplated herein. User is solely responsible for maintaining the Equipment in good repair and condition, and in proper working order. User is responsible for protecting the Equipment from damage of any kind whatsoever and will continue to make payments if any damage occurs, even if the Equipment is completely destroyed. User will not modify or alter the Equipment, attach anything to the Equipment or attach the Equipment to assets not owned by Provider, without Provider's prior written consent. Any such pre-approved modifications or alterations shall be made at User's sole expense. Any such modification or alteration shall not interfere with the normal operation of the Equipment. All such alterations and attachments shall become part of the Equipment and shall be owned by Provider. User acknowledges, warrants and agrees that Provider or its agents shall have the right to inspect the Equipment from time to time during reasonable business hours at its then current location.

INDEMNIFICATION: Provider is not responsible for any losses or damages caused by the installation or use of the Equipment, or from any other kind of loss while User is in possession of the Equipment. User agrees to indemnify and hold Provider harmless from any and all losses, claims, liabilities, demands and expenses whatsoever that may arise from User's use of the Equipment or from defects in the Equipment.

END OF TERM AND RENEWAL: Provider must receive notice from User in writing, certified mail, return receipt requested, at least 120 days prior to the expiration of the Initial Term or any Renewal Period of a Schedule, of User's intention to return the

Equipment to Provider or to exercise the purchase option indicated on the Schedule. User's obligation to pay Rent will continue until the Equipment is returned to Provider's designated return location. User is responsible for all expenses incurred in returning the Equipment to Provider and agrees to pay Provider a Restocking Fee in an amount equal to one additional Rent payment. Unless notice is received by Provider, this Agreement will automatically renew for an additional term of 12 months (a "Renewal Period") under the same terms and conditions on each Schedule. Such notice may only be given if User is not currently in Default. Upon the termination of this Agreement, User warrants that the Equipment shall be eligible for the manufacturer's standard maintenance agreement upon delivery to the Provider.

LATE FEES AND COLLECTION CHARGES: If any Rent payment or other amount payable to Provider is not paid within 10 days of its due date, User shall, to the extent permitted by law, pay on demand, as a late charge, an amount equal to the greater of \$25.00 or 5% of the amount then due for each 30 days or portion thereof that said overdue payments are not made (but in no event to exceed the highest late charge permitted by applicable law). User also agrees to pay any fees assessed for each check or ACH returned unpaid.

NO WARRANTY: User acknowledges that Provider does not manufacture the Equipment and that User has selected the Equipment and the vendor based on User's own judgment. **PROVIDER IS RENTING THE EQUIPMENT TO USER "AS IS," PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE EQUIPMENT. PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO USER OR TO ANY THIRD PERSON OR PROPERTY, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES CAUSED BY THE USE, OWNERSHIP OR POSSESSION OF THE EQUIPMENT. IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE VENDOR OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, USER WILL NOT MAKE ANY CLAIM AGAINST PROVIDER FOR DAMAGES.** User agrees to continue making payments to Provider under this Agreement, regardless of any claims User may have against the manufacturer or vendor. Provider transfers to User for the term of this Agreement any warranties made by the manufacturer or the vendor. No representation or warranty by the manufacturer or vendor is binding on Provider nor shall breach of such warranty relieve User of User's obligation to Provider as provided herein.

SOFTWARE: User agrees that any software included in the Equipment is subject to the following: (1) Provider disclaims all warranties and obligations in regard to the software other than Provider's obligation to pay the invoiced price of the software to the software vendor; (2) Provider will not be liable to User for (a) the inadequacy of the software for any purpose; (b) any deficiency or defect in the software; (c) the performance of the software; or (d) any interruption or loss of service, use or performance of the software; (3) User agrees to deal directly with the software vendor for any problems, deficiencies or inadequacies relating to the Software; (4) User shall remain responsible for all software maintenance and enhancement costs; (5) User acknowledges and agrees that any Default under this Agreement shall constitute a breach of the software license agreement and upon the occurrence of any Default, Provider may require the vendor, and vendor shall be authorized, to immediately terminate the software license agreement; (6) if Provider repossesses the Equipment under the terms of this Agreement, User agrees immediately to assign to Provider all of User's rights in the software and to take all such acts as are necessary to cause such an assignment.

INSURANCE: During the term of this Agreement, User will procure and maintain at User's expense, property insurance, naming Provider or its assigns as the sole loss payee, for the full replacement value of the Equipment, and general liability insurance, naming Provider or its assigns as additional insureds, in an amount acceptable to Provider, but in no event shall it be less than \$1,000,000, covering any personal injury, death or third-party property damage arising out of or relating to the use or operation of the Equipment. User will furnish Provider with evidence of such insurance when requested. If User does not furnish Provider such evidence, Provider may at its option purchase such insurance for the Equipment and add the cost of such insurance to the amounts due from User under this Agreement. If Provider purchases such insurance on User's behalf, it shall not relieve User of any of its obligations under this Agreement or release User from any

claims Provider may have against User. All such insurance shall provide for thirty (30) days' prior written notice to Provider of cancellation, restriction, or reduction of coverage. User hereby irrevocably appoints Provider as User's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts for loss or damage under any insurance policy insuring the Equipment.

OWNERSHIP, TAXES AND UCCs: Provider is the owner of the Equipment and holds title to the Equipment. User must keep the Equipment free and clear from any lien, levy, attachment or encumbrance, and User understands that the Equipment is not User's to pledge or grant security interests in, with the exception of the security interest granted Provider herein. In addition to the payment set forth on any Schedule, User shall be responsible for the timely payment, reporting and/or discharge of all license or registration fees, assessments, sales and use taxes, rental taxes, gross receipts taxes, personal property taxes and other taxes now or hereafter imposed by any federal, state or local government upon the Equipment, the Rent or the ownership, leasing, renting, purchase, possession or use of the Equipment (whether the same be assessed on Provider or User). User shall indemnify Provider to the extent of any such unpaid taxes or fees (including penalties and interest) and Provider's costs associated therewith. User further grants to Provider a security interest in the Equipment and authorizes Provider to record UCC financing statements to indicate its interest in the Equipment.

DEFAULT: Each of the following is a "Default" under this Agreement: (a) User does not pay its monthly Rent payment or any other amount payable to Provider within 10 days of its due date; (b) User fails to perform any of User's non-monetary obligations under this Agreement and such failure is not cured within 10 days after Provider's notice of that failure to User; (c) any representation or warranty User makes to Provider in, or in connection with, this Agreement shall prove to have been false in any material respect; (d) any execution or writ of process is issued in any action to seize or detain the Equipment; (e) User defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debenture; or User defaults under any other agreement now existing or hereafter made with Provider; (f) User's financial condition changes, or the financial condition of any guarantor of the Agreement changes, to the point where it reasonably causes Provider to be insecure about User's ability to perform User's obligations under this Agreement or any other agreement with Provider; or (g) any guarantor of the Agreement dies, or User or any such guarantor: becomes insolvent or unable to pay debts when they become due; files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation; stops doing business as a going concern; merges, has a change of control through a sale or transfer of all or substantially all of its equity; transfers or sells all or substantially all of its assets; makes an assignment for the benefit of creditors; or has a trustee or receiver appointed for it.

PROVIDER'S REMEDIES: If a Default occurs, Provider may, but shall not be obligated to, do one or any combination of all of the following: (1) require User to immediately pay all sums already due under this Agreement plus any and all other sums becoming due (including an acceleration of remaining Rent payments), plus the value of the Equipment, if any, as determined by Provider in Provider's sole discretion; (2) cancel all of User's rights, but not User's obligations, under this Agreement; (3) require User to promptly return all of the Equipment; and/or (4) repossess, re-lease and/or dispose of the Equipment. In addition, Provider is permitted to use any and all remedies available to Provider under the Uniform Commercial Code or any other applicable law. Provider may accept past due payments without modifying the terms of this Agreement and without waiving any of Provider's rights under this Agreement. **USER AGREES TO PAY ALL OF PROVIDER'S COSTS OF ENFORCING PROVIDER'S RIGHTS AGAINST USER, INCLUDING ATTORNEYS' FEES.** If it is necessary for Provider to take possession of the Equipment, User agrees to pay the cost of repossession, re-leasing and/or disposing of the Equipment. Additionally, if there is a Default, Provider may retain any security deposits to insure User's performance under this Agreement.

ASSIGNMENT: USER HAS NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLET THE EQUIPMENT OR THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF PROVIDER. Provider may sell, assign or transfer this Agreement or its rights in the Equipment without notice to User. If Provider sells, assigns

or transfers this Agreement, the new owner will have the same rights or benefits Provider has now. User agrees that the rights of the new owner will not be subject to any claim, defense or setoff that User may have against Provider. In connection therewith, User agrees to acknowledge in writing any such assignment upon receipt of written notice thereof.

ARTICLE 2A RIGHTS AND REMEDIES: User agrees that this Agreement is a "finance lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). User acknowledges that either (i) User has reviewed and approved any written contract covering the Equipment, or (ii) Provider has advised User of the identity of the vendor, that User may have rights under the supply contract, and that User may contact the vendor for a description of any rights User may have. **USER HEREBY AGREES TO WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED TO USER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UCC.**

CHOICE OF LAW: THIS AGREEMENT WILL BE GOVERNED BY, ENFORCED IN AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF MINNESOTA. USER CONSENTS TO EXCLUSIVE JURISDICTION IN THE STATE OR FEDERAL COURTS OF MINNESOTA. USER EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY.

FURTHER ASSURANCES: User shall, at User's expense, from time to time execute and deliver such further documents and assurances and take such further actions as Provider may reasonably request (a) in order to carry out the intent and purposes of this Agreement and each Schedule or (b) to establish and protect Provider's title to the Equipment or the rights and remedies granted or intended to be granted in favor of Provider under the terms of this Agreement or any Schedule.

SUCCESSORS; SURVIVAL: Each Schedule and this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties hereto. User's representations, warranties, indemnities and reimbursement obligations shall survive the termination, cancellation or expiration of each Schedule and this Agreement.

MISCELLANEOUS: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and incorporates all representations made in connection with negotiation of the same. The terms hereof may not be terminated, amended, supplemented or modified orally, but only by a written instrument.

In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

From time to time additional parties may become obligated under this Agreement as a User by signing a Joinder Agreement or similar document referring to this Agreement. The addition of any party pursuant to a Joinder Agreement shall not release or limit the obligations of any party to this Agreement.

Upon request, User agrees to provide Provider, and any assignee or potential assignee of Provider, with such documentation as Provider may request to evidence User's compliance with its obligations hereunder, including evidence of payment of all applicable taxes, and User's most recent annual financial statement (audited, if available) and its most current interim financial statements.

User agrees that any delay or failure to enforce Provider's rights under this Agreement does not prevent Provider from enforcing any such rights at a later time.

FAXED AND COPIED DOCUMENTS: A facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement between the parties.

THIS AGREEMENT IS EFFECTIVE ONLY WHEN SIGNED BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELLABLE. USER REPRESENTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON ITS BEHALF HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY USER IN REGARDS TO THIS AGREEMENT.

USER/PROVIDER SIGNATURE		USER/PROVIDER SIGNATURE	
User Legal Name Sample Customer		Provider Name Hitachi Capital America Corp.	
By		By	
Print Name		Print Name	
Title	Date	Title	Date

© Hitachi Capital America Corp.

HITACHI

7808 Creekridge Circle, Suite 250, Edina, MN 55439
 Phone: 877-996-0270

SCHEDULE NO.

This Schedule is issued pursuant to the Master Agreement No. _____ by and between _____ ("User") and Hitachi Capital America Corp. ("Provider"). All terms and conditions of the Master Agreement are incorporated herein and made part hereof as if such terms and conditions were set forth in this Schedule. Capitalized terms used herein shall have the same meaning as in the Master Agreement.

EQUIPMENT DESCRIPTION AND LOCATION

See Attached Exhibit A

TERM AND PAYMENT SCHEDULE

Initial Term in Months:

User Tax Exempt Number _____

Monthly Rent Payments:

If prior to the Commencement Date there shall be any material adverse change in the User's or Guarantor's financial condition, or any material change in the Equipment configuration or any material delay in the delivery and acceptance of any material portion of the Equipment, Provider may, at its option, (i) discontinue funding on this Schedule and/or (ii) require User to purchase the Equipment delivered to that point and/or repay Provider a price equal to the full amount funded by Provider to that point, together with any unpaid Interim Rent. User's obligation to purchase is subject to the manufacturers / supplier's standard terms and conditions of sale.

Upon receipt of evidence of acceptance for all of the items of Equipment described herein, Provider shall update this Schedule to identify the actual Equipment and the actual Monthly Rent Payments. At Provider's option, Provider may also adjust the actual payment by the percentage increase or decrease occurring between the date hereof and the Commencement Date in the like-term London Interbank Offered Rate ("LIBOR") Swaps as stated in the *Wall Street Journal* and any change in Provider's cost of borrowing over LIBOR Swaps.

For each item of Equipment, there shall also be an interim rent payment ("Interim Rent") computed for the period beginning on the earlier of (1) the date any advance monies are released by Provider or (2) on the date of User's written and/or verbal acceptance through the Commencement Date. The Interim Rent for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by the Monthly Rent Payment and divided by the total cost of all Equipment, prorated on a daily basis for periods less than one full month.

Purchase Option: At the expiration of the Initial Term or any Renewal Period of this Schedule, User will have the option to purchase all, but not less than all of the Equipment for one dollar (\$1.00).

THE SIGNER ASSERTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS SCHEDULE ON BEHALF OF THE USER HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY PROVIDER IN REGARDS TO THIS AGREEMENT.

USER/PROVIDER SIGNATURE

User Legal Name	Provider Name Hitachi Capital America Corp.
By	By
Print Name	Print Name
Title	Title
Date	Date

HITACHI

Hitachi Capital America Corp.
 7808 CreekrIDGE Circle, Suite 250
 Edina, MN 55439
 Phone: 877-996-0270

MASTER INSTALLMENT PAYMENT AGREEMENT NO.

Debtor/Customer – Use EXACT registered name if a Corp, LLC or LP		Customer's Chief Executive Office – Street		City
Debtor/Customer's "d/b/a" (doing-business-as name), if any:		State	Zip Code	Customer's Telephone
Supplier Name & Address:				

Recitals: The Supplier has agreed to supply, from time to time, equipment (the "**Equipment**") to Customer as described in each separate Schedule to this Master Installment Payment Agreement (the "**Agreement**"). The Supplier has also offered to provide to the Customer, through Hitachi Capital America Corp. ("**HCAC**") financing over a certain period (as set forth in each Schedule) under an arrangement between Supplier and HCAC. Customer has chosen to accept such financing in lieu of paying cash presently. Customer and HCAC now desire to set forth their agreements relating to the above-described loan arrangement (this "**Loan**") in this Agreement. Now, therefore, in consideration of the mutual promises and undertakings of HCAC and Customer as set forth below, and for other good and valuable consideration, Customer and HCAC hereby agree as follows:

Agreement: Customer hereby requests HCAC to pay to the Supplier, and, in consideration of Customer's unconditional agreement to the terms and conditions set forth herein, HCAC hereby agrees to do so promptly following Customer's execution and delivery to HCAC of this Agreement and the related Schedule for each acquisition of Equipment and the satisfaction of other conditions precedent, if any, established by HCAC. Subject only to HCAC's payment to the Supplier, Customer hereby agrees to pay to the order of HCAC at its office in Edina, MN, or at such other place as may be designated by HCAC from time to time, the periodic payment set forth in each in each Schedule hereto. In addition, Customer shall pay to HCAC, as invoiced by HCAC, a one-time fee, as set forth below, for the HCAC origination, credit review, processing and documentation of this Loan (the "**Processing Fee**"). The term of each Schedule will commence on the first day of the month following HCAC's receipt of written and/or verbal acceptance for all the Equipment itemized on the related Schedule unless otherwise specified on the Schedule (the "**Commencement Date**") and will continue for the number of months specified in the Schedule (the "**Initial Term**" of such Schedule). There shall also be an interim term beginning on the earlier of (1) the date any advance monies are released by HCAC to Supplier with regard to any Schedule or (2) on the date of Customer's written and/or verbal acceptance and continuing up to the first payment due date set forth therein. The interim payment for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by one percent (1%), per month, prorated on a daily basis for periods less than one full month. In the event of any conflict between the terms of this Agreement and any Schedule hereto, the terms of such Schedule shall be controlling.

To secure Customer's payment and performance of its obligations hereunder and each Schedule, **Customer hereby grants to HCAC a continuing lien and security interest in the Equipment identified in each Schedule.** Customer hereby authorizes HCAC to file any and all financing statements and take all other steps necessary to perfect the grant of such security interest and to maintain perfection thereof under the Uniform Commercial Code and other applicable laws. Customer may prepay any or all amounts owed to HCAC under this Agreement at any time and from time to time, provided, however, that Customer agrees to pay a prepayment penalty in the amount of four percent (4%) of the principal balance for the first year, three percent (3%) for the second year, two percent (2%) for the third year and one percent (1%) thereafter.

Time is of the essence in the payment of installments due under the terms of any Schedule. If any payment is not paid when due therein, then in addition to any other remedy HCAC may have hereunder, HCAC may impose and, if imposed, the Customer shall pay, immediately upon demand, (i) a late fee equal to the greater of twenty five dollars (\$25.00) or five percent (5%) of the amount then due but not paid in each Schedule for each thirty (30) days or portion thereof that said overdue payments are not made (but in no event to exceed the highest late charge permitted by applicable law). Customer agrees to pay HCAC any fees assessed for each return check or ACH return for insufficient funds.

Each of the following shall constitute a default (each an "**Event of Default**") hereunder and collectively each Schedule: (a) the Customer's failure to make any payment or other amount due when due; (b) the occurrence of an event of default as defined in any other note or agreement (whether now existing or hereafter entered into) between Customer and HCAC; (c) Customer or any guarantor or surety of Customer's obligations under this Agreement or any Schedule (each, a "**Guarantor**") shall cease doing business as a going concern or become insolvent or make an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer or any Guarantor or for a substantial part of Customer's or any Guarantor's

assets, or bankruptcy, reorganization or insolvency proceedings are instituted by or against Customer or any Guarantor; and/or (d) any representation or warranty made by Customer or any Guarantor proves to be false or misleading in any material respect when made. Upon the occurrence of an Event of Default, HCAC may do any one or more of the following as it may elect: (A) require Customer to pay to HCAC, on demand, an amount equal to the Balance Remaining on each Schedule, (B) terminate Customer's right to use the Equipment listed in each Schedule and to receive any related support services from the Supplier, (C) take possession of the Equipment in each Schedule, (D) require Customer to assemble the Equipment and make it available to HCAC at a place to be designated by HCAC which is reasonably convenient to HCAC and Customer, and/or (E) exercise any other remedy available to HCAC at law or in equity. In addition, Customer hereby stipulates that, upon the occurrence of an Event of Default, money damages are not and will not be an adequate remedy, and that the terms hereof may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise. Customer agrees to pay all costs of collection and enforcement of this Agreement and each Schedule, including, without limitation, reasonable attorneys' fees, court costs and other reasonable expenses relating directly or indirectly to collection and enforcement.

Customer hereby represents and warrants to HCAC that: (i) the statements set forth in the "Recitals" section on page one of this Agreement are true and correct; (ii) this Agreement and any future Schedule have been duly authorized in accordance with Customer's by-laws or other organizational requirements and constitutes a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms, except as enforcement may be limited by bankruptcy or other insolvency-related laws; (iii) the execution, delivery and performance of this Agreement and any Schedule will not violate or create a default under any law, regulation, judgment, order, instrument, agreement or organizational document binding on Customer; (iv) any and all information furnished to HCAC by or on behalf of Customer is and will be true and correct in all material respects; and (v) **Customer has requested this Loan solely for commercial purposes in the conduct of Customer's business and not for personal, family or household purposes.**

Customer shall not assign or delegate its obligations under this Agreement and any Schedule, and any such assignment or delegation shall be invalid and of no effect. HCAC may, without notice to Customer, sell, assign or otherwise transfer its interests in this Agreement and the Schedules, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such sale, assignment or transfer, have all of HCAC's rights and benefits hereunder but will not have to perform any of HCAC's obligations (if any). Customer agrees not to assert against the New Owner any claim, defense or offset that Customer may have against HCAC or any predecessor in interest.

Customer hereby acknowledges and agrees that: (a) HCAC is a separate and independent company from the Supplier, and the Supplier is NOT HCAC's agent; (b) HCAC shall NOT be responsible for any of Supplier's obligations, and no breach by the Supplier shall relieve Customer of its obligations to HCAC under this Agreement and the Schedules; (c) no statement, representation or warranty by the Supplier is binding on HCAC; (d) the Supplier has no authority to waive or alter any term of this Agreement; (e) Customer selected the Supplier and any Equipment now or hereinafter acquired based on Customer's own judgment and without any involvement of or advice from HCAC; (f) Customer's duty to perform its obligations hereunder and in each Schedule is unconditional and irrevocable despite any failure of, or Customer's dissatisfaction with, the Equipment or any services to be provided by Supplier to Customer; and (g) Customer agrees not to assert against HCAC any claims or defenses that Customer may have against the Supplier.

IF ANY AMOUNT CHARGED OR COLLECTED UNDER THIS AGREEMENT OR ANY SCHEDULE IS GREATER THAN THE AMOUNT ALLOWED BY LAW (AN "EXCESS AMOUNT"), THEN (I) ANY EXCESS AMOUNT CHARGED BUT NOT YET PAID WILL BE WAIVED BY HCAC AND (II) ANY EXCESS AMOUNT COLLECTED WILL BE REFUNDED TO CUSTOMER OR APPLIED TO ANY OTHER AMOUNT THEN DUE HEREUNDER.

This Agreement shall be governed by the laws of the State of Minnesota, but without regard to Minnesota's choice-of-law laws. All legal actions arising out of or relating to this Agreement and each Schedule shall be venued (filed and adjudicated) exclusively in a state or federal court located in Hennepin County, Minnesota, which is the place of HCAC's chief executive office and the place at which this Loan will be serviced. Customer hereby agrees not to object to such venue, and Customer hereby consents to personal jurisdiction in such courts. CUSTOMER AND HCAC EACH HEREBY WAIVE ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION to the extent permitted by law.

This Agreement and Schedules(s) constitute the entire agreement regarding the subject matter of the loan described herein between Customer and HCAC and shall supersede any inconsistent terms set forth in any other agreement and all prior oral and written understandings. No term of this Agreement and each Schedule may be amended, waived, discharged or terminated except by a written instrument signed by Customer and an executive officer of HCAC. This Agreement may be signed separately in counterparts, all of which, together, shall be considered one and the same agreement. Customer and HCAC agree that a photocopy, carbon copy, facsimile or other reproduction of this Agreement and each Schedule with their

reproduced signatures thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes.

Accepted by Hitachi Capital America Corp.		Customer:	
By: _____		By: X _____	
Print Name: _____		Print Name: _____	
Title: _____	Date: _____	Title: _____	Date: _____
<p>The undersigned unconditionally guarantees all amounts owed by the Customer under this Agreement and any Schedule hereto and agrees that HCAC may extend, transfer and amend the Agreement and agrees to be bound by all such changes. Guarantor waives all notices, including notices of demand and default. Guarantor agrees that HCAC may proceed against Guarantor separately from the Customer. Guarantor consents to exclusive jurisdiction of courts in Minnesota and waives trial by jury.</p>			
Guarantor:			
By: _____			
Name: _____			
Title: _____			
(if signing in corporate capacity)			
Guarantor:			
By: _____			
Name: _____			
Title: _____			
(if signing in corporate capacity)			

HITACHI

7808 Creekridge Circle, Edina, MN 55439
 Phone: 952-996-0270

SCHEDULE NO. _____

This Schedule is issued pursuant to the Master Installment Payment Agreement No. _____ by and between ("Customer") and Hitachi Capital America Corp. ("HCA"). All terms and conditions of the Master Installment Payment Agreement are incorporated herein and made part hereof as if such terms and conditions were set forth in this Schedule. Capitalized terms used herein shall have the same meaning as in the Master Installment Payment Agreement.

TRANSACTION DETAILS AND PAYMENT SCHEDULE:

Processing Fee: \$	Date first payment is due:
Term of Loan (the "Term"):	Amount of each payment (a "Periodic Payment"):
Total of payments:	Remit to Address:
Date term begins:	Hitachi Capital America Corp. PO Box 1150-10 Minneapolis, MN 55480-1150

THE SIGNER ASSERTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS SCHEDULE ON BEHALF OF THE CUSTOMER HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY HCA IN REGARDS TO THIS AGREEMENT.

Accepted by Hitachi Capital America Corp.	Customer: _____
By: _____ / / (Date)	By: X _____
	Print Name: _____ Title: _____

**ABSOLUTE AND CONTINUING
PERSONAL GUARANTY AGREEMENT**

This ABSOLUTE AND CONTINUING GUARANTY AGREEMENT ("Guaranty") is made and entered into as of _____, 20____, by ("Guarantor"), in favor of Hitachi Capital America Corp. ("Provider").

R E C I T A L S:

WHEREAS, ("User") and Provider have entered or will enter into a Master Agreement No. _____ dated as of the _____ day of _____, 20____ pursuant to which Provider will provide and may provide from time to time in the future certain equipment, software and/or related services (collectively, the "Equipment") to be provided by Provider to User pursuant to the terms of a Master Agreement, together with all Schedules, attachments and riders attached or to be attached thereto (collectively, the "Agreement"); and

WHEREAS, Provider, as a condition precedent to entering into said Agreement, has requested Guarantor provide security by unconditionally guaranteeing payment to Provider of all rental, charges and other moneys due and to become due to Provider from User under the Agreement together with all of the obligations and liabilities of User under the Agreement (collectively, the "Obligations"); and

WHEREAS, Guarantor, in furtherance of his business and/or investment objectives and in order to induce Provider to proceed with the Agreement, desires to provide an absolute and continuing guaranty as hereinafter set forth;

NOW, THEREFORE, in order to induce Provider to enter into the Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guaranty. Guarantor absolutely and unconditionally guarantees to Provider the payment of all of the Obligations, and shall continue to so guaranty all such Obligations, whether or not all Obligations are paid in full, until all of such Obligations have been fully satisfied. If the User shall fail to pay all or any part of the Obligations when due, whether by acceleration or otherwise, Guarantor shall pay Provider, upon Provider's written demand, the amount due and unpaid by the User in a like manner as if such amount constituted the direct obligation of Guarantor. Provider's failure to provide Guarantor with a written demand for payment shall not be construed as a waiver of Provider's rights against Guarantor under this Guaranty. Prior to any demand upon Guarantor, Provider shall not be required to make any demand upon or pursue or exhaust any of its rights or remedies against the User. This Guaranty shall be effective immediately and shall remain in full force and effect until all of the Obligations are paid, performed and observed in full. This Guaranty shall be enforceable against each person signing this Guaranty, even if only one person signs and regardless of any failure of other persons to sign this Guaranty. If there is more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all of the signers.

2. Strict Observance. Guarantor agrees that the Obligations will be paid, performed, and observed strictly in accordance with their terms, regardless of any rights of User against Provider. The obligations of Guarantor hereunder are without regard to the obligations of any other person or entity, and shall not be affected by any circumstances, including without limitation: (i) any act or omission by Provider, which act or omission is hereby agreed to; (ii) any lack of enforcement or retention of rights against User, Guarantor or any other person or entity or any property; (iii) partial or complete illegality, unenforceability or invalidity of the Obligations, or any other guaranty, surety, pledge, assignment or other security for any Obligations; (iv) any termination or amendment of or change in the Agreement or any other instrument, or the Equipment or any part thereof, or any leasing, assignment, mortgage or transfer of any thereof or of any interest therein, or any furnishing, acceptance, failure or release of any interest in any such security; (v) any failure, omission or delay on the part of User or any other person or entity to comply with any term of the Agreement; (vi) any waiver of the payment, performance or observance of any of the Obligations, or any other waiver, consent, extension, indulgence, compromise, settlement or release in respect of the Agreement or any obligation or liability of User or Provider or any exercise or non-exercise of any right, remedy, power or privilege in respect of the Agreement or any Obligation; (vii) any voluntary or involuntary bankruptcy, insolvency, reorganization, composition, receivership or similar proceedings with respect to User, Guarantor, or any other person or entity or any properties or creditors, or any taken by any court, trustee or receiver in any such proceeding; (viii) any limitation on the liability or obligations of User or any other person or entity under the Agreement or any discharge termination, cancellation or frustration, in whole or in part, of the Agreement; (ix) any defect in the title or condition of, or any damage to or loss or destruction of the Equipment, or any portion thereof; (x) any merger or consolidation of User or Guarantor into or with any other corporation or entity, or any sale, lease or transfer of any of the assets of User or Guarantor to any other person or entity; (xi) any change in the ownership of User, or any change in or termination of any relationship between User and Guarantor; or (xii) any other condition circumstances which might otherwise constitute a legal or equitable discharge, release or defense of a surety or Guarantor. No delay in making demand on Guarantor for satisfaction of the obligations of Guarantor hereunder shall prejudice the right of Provider to enforce the obligations of Guarantor hereunder.

3. Waivers of Notice, Etc. Guarantor waives diligence, presentment, demand, protest or notice of any kind whatsoever with respect to this Guaranty or the Obligations, including without limitation (i) notice of acceptance of this Guaranty, notice of nonpayment or nonperformance of any of the Obligations, notice of an Event of Default (as defined in the Agreement) or other default and notice of any of the matters described in Paragraph 2 hereof, (ii) any right to the enforcement, assertion or exercise of any right, power, privilege or remedy conferred in the Agreement or otherwise, (iii) any requirement to exhaust any remedies or to mitigate damages resulting from a default under the Agreement, (iv) any notice of any sale, transfer or other disposition of any right, title to or interest in the Agreement, the equipment or any collateral security, or any part thereof, or (v) any requirement of promptness in commencing suit, action or other proceeding and the giving to or making any claim or demand on Guarantor, User or any other person or entity. Guarantor agrees that it shall not be required or have the right to consent to, or to receive any notice of, any supplement to or amendment of, or waiver or modification of, the terms of the Agreement. No notice to or demand on Guarantor shall entitle Guarantor to any other or further notice or demand in the same, similar or other circumstances.

4. Extensions, Etc. Provider may in its sole discretion, at any time or from time to time, (i) renew, extend, change or modify the time, manner, place or terms of payment, performance or observance of any or all of the Obligations, (ii) apply payments by User or Guarantor to any Obligations or any other Obligations or liability of User or Guarantor to Provider, (iii) exchange, release or surrender any security or property which may at any time be held by it, (iv) release any surety or guarantor for or of any of the Obligations (v) settle or compromise any or all of the Obligations with User or any other person or entity liable thereon, or (vi) subordinate the payment, performance or observance of any other debts or obligations which may be due or owing to Provider or any other person or entity, all in such manner and upon such terms as Provider may deem proper, without notice to or further assent from Guarantor.

5. No Waiver. No failure by Provider to exercise, and no delay in exercising, this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy of Provider.

6. Guaranty of Performance. This Guaranty is a guaranty of payment and performance and not of collection. Guarantor shall pay to Provider all reasonable attorneys' fees and other reasonable expenses incurred by Provider in protecting its interests hereunder or in exercising its rights and remedies provided hereunder, together with interest on such sums at the lesser of .05% per day or the maximum rate permitted by law, from the date which such expenses are also incurred.

7. Bankruptcy. If at any time all or any part of any payment or performance theretofore applied by Provider to any of the obligations is or must be rescinded or returned by Provider for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of User) then such Obligations shall, for the purposes of this Guaranty, be deemed to have continued to be effective or be reinstated, as the case may be, all as though such application by Provider had not been made. If an event permitting the declaration of default under the Agreement occurs and such declaration of default is prevented by reason of any case or proceeding under a bankruptcy or insolvency law, for purposes of this Guaranty and its Obligations hereunder, the Agreement shall be deemed to have been declared in default; and Guarantor shall pay the amounts specified by Provider to be paid under this Guaranty without further notice or demand.

8. Assignment. Provider may at any time sell, assign, transfer or otherwise dispose of all or any part of its interest in this Guaranty and, in such event, this Guaranty shall inure to the benefit of, and be enforceable by, the successors and assigns of Provider, assign any interest hereunder or related hereto (including without limitation any claim arising by subrogation).

9. Guarantor's Obligation; No Set-off. Guarantor's obligation hereunder shall be absolute and unconditional and shall not be subject to any right of set-off, recoupment, deduction or other defense which Guarantor or any other person or entity may now or hereafter have against Provider. All such payments made shall be final, and Guarantor will not seek to recover for any reason whatsoever any such payments made.

10. Limitations on Subrogation. Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever, and no right of recourse to or with respect to any assets or property of User and waives any right to enforce any remedy which Provider now has or may hereinafter have against User until all of the Obligations have been paid in full, performed and observed. Any subrogation right to which Guarantor becomes entitled and any other obligation of any kind owing from User to Guarantor shall be subject and subordinate to the rights of Provider against User under the Agreement. No payment or performance hereunder by Guarantor shall give rise to any claim of Guarantor against Provider.

11.

12. Acceleration. Guarantor agrees that if any Event of Default as defined in the Agreement occurs, then any and all Obligations of the undersigned under this Guaranty or otherwise shall, at the Provider's option and without notice, forthwith become immediately due and payable by Guarantor.

13. Miscellaneous. This Guaranty shall be governed by the laws of the State of Minnesota. The Guarantor and Provider hereby consent to the jurisdiction of and venue in the Supreme Court of the State of Minnesota and of any Federal or State Court located in Hennepin County, Minnesota for a determination of any dispute, outside of those that are resolved in arbitration, as to any matters whatsoever arising out of or in any way connected with this Guaranty and authorize service of process on the Guarantor by certified mail sent to the Guarantor at the address for the Guarantor as set forth herein below.

14. Severability. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceable provision without invalidating the remaining provisions hereof. Guarantor and Provider hereby waive any provisions of law which renders any provision hereof prohibited or unenforceable in any respect.

15. Entire Agreement. This Guaranty constitutes the entire agreement of Guarantor and Provider with respect to the subject matter hereof. All prior or contemporaneous understanding or agreements, written or oral, between Guarantor and Provider with respect to the subject matter hereof are hereby entirely superseded.

IN WITNESS WHEREOF, the Guarantor, intending to be legally bound hereby, has duly executed this Guaranty Agreement as of the date indicated below.

INDIVIDUAL GUARANTOR:

Name: _____
SS: _____
Home Address: _____

Date: _____

EXHIBIT J-7

TENANT IMPROVEMENT FINANCING DOCUMENTS

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") is made as of this ____ day of _____, 20____, by and between _____ (collectively, "Borrower"), whose address is _____, and Anytime Fitness, LLC, a Minnesota limited liability company ("Lender"), with offices at 111 Weir Drive, Woodbury, MN 55125.

A. Borrower is the tenant of certain property located at _____ (the "Property"), pursuant to the certain Lease Agreement between Borrower as tenant and the landlord thereunder (the "Lease").

B. Borrower [jointly and severally] wishes to borrow from Lender and Lender wishes to lend to Borrower certain funds to pay costs in connection with the financing of tenant construction improvements to the Property (the "Tenant Improvements") pursuant to this Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, and in consideration of the mutual covenants and obligations contained in this Agreement, Lender and Borrower agree as follows:

1. **Loan.** The funds to be advanced ("Advances") by Lender to Borrower under the terms and conditions of this Agreement (the "Loan") will be advanced by Lender to Borrower, from time to time, for the payment of Tenant Improvement costs or for such other purposes as may be approved by Lender, in its sole discretion. The Borrower understands and agrees that all funds disbursed by Lender to the Borrower will be via multi-party checks made payable to the undersigned and the approved general contractor responsible for the Tenant Improvement costs (the "Contractor").

2. **Note and Security Agreement.** The Advance of the Loan by Lender shall be evidenced by and payable in accordance with the terms and conditions of a secured promissory note in the amount of _____ (\$ _____), dated the same date as this Agreement, made and executed by Borrower and payable to the order of Lender (the "Note"). The Note will mature as provided in the Note ("Maturity Date"). The payment of the Advance under the Note shall be secured, among other things, by a Security Agreement executed and delivered by Borrower, to Lender (the "Security Agreement") and UCC Financing statement.

3. **Documents.** Except as otherwise provided for herein, as a condition precedent to Lender's obligation to make any Advance, Borrower shall execute and/or deliver the following documents to Lender in form and substance satisfactory to Lender (collectively, the "Loan Documents"):

3.1 The Note;

3.2 The Security Agreement; and

3.3 UCC-1 Financing Statement covering the property described in the Security Agreement.

4. **Additional Conditions for Advances.** Lender's obligations to make any Advance shall be subject to all of the following additional conditions precedent:

4.1 Borrower shall deliver, without expense to Lender, the Loan Documents, each to be duly executed to the extent required by Lender and approved by Lender's legal counsel and if applicable, recorded with the appropriate public recording office. All filing fees, charges, expenses and taxes shall have been paid by Borrower.

4.2 Lender shall have approved the Contractor(s) proposed by Borrower to construct the Tenant Improvements, in Lender's sole and absolute discretion.

4.3 Borrower shall have provided copies of paid checks and invoices or such other reasonable evidence requested by Lender evidencing that Borrower has paid all of its agreed upon share of the costs of the Tenant Improvements.

4.4 Borrower shall have provided to Lender:

- (a) Application and Certificate for Payment from Contractor;
- (b) Borrower's General Contractor's Affidavit;
- (c) General Contractor Final, Unconditional Affidavit & Waiver of Lien;
- (d) Subcontractor(s) Final, Unconditional Affidavit & Waiver of Lien; and
- (e) Copies of invoices and such other documentation as requested by Lender substantiating the amount of the Advance requested and the relevant portion of the Tenant Improvements completed.

4.5 There shall be no default under that certain Franchise Agreement for the Anytime Fitness club to be located at the Property (the "Franchise Agreement"), the Lease or under any of the Loan Documents.

4.6 In Lender's reasonable opinion, there shall have been no material adverse change in the financial condition of Borrower prior to any advance.

4.7 Borrower shall have paid Lender a non-refundable loan facilitation fee of 6% of the entire principal amount of Note, as an origination fee for the Loan. Lender has earned such origination fee upon Lender's and Borrower's execution of this Agreement and the same is nonrefundable notwithstanding the reduction or termination of the liability of Lender. In addition, Borrower shall have paid Lender an escrow payment of _____ Dollars (\$_____) (the "Escrow Payment"), which Lender shall hold in escrow on Borrower's account to cover any variations or modifications to the Contractor's bid for the cost of the tenant improvements. Lender shall release the Escrow Payment upon any of the following events: (i) upon such time as the Loan is repaid in full, Lender will release the Escrow Payment to the Borrower; (ii) if the Borrower defaults under any of the Loan Documents, Lender will release the Escrow Payment to its own account with no further recourse to Borrower; or (iii) upon a request from the Contractor that exceeds the amount of the Loan, which request has been approved by Borrower, Lender will release all or a portion of the Escrow Payment to the Contractor. Borrower and Lender hereby agree that Lender shall have no obligation to place the Escrow Payment in an interest bearing account, or a segregated account, and Borrower shall not be entitled to any interest on the Escrow Payment. Borrower acknowledges that the Escrow Payment is a condition of the making of the Loan by Lender, and Lender shall not be responsible or liable for any act or omission with respect to the Escrow Payment.

4.8 The warranties and representations made by Borrower in this Agreement and in the Loan Documents are true and correct as if made on the date of such Advance.

5. Borrower's Covenants, Warranties, and Representations.

5.1 Borrower [jointly and severally] warrants and represents to Lender as follows:

5.1.1 That this Agreement, the Lease, and the Loan Documents are the legal, valid and binding obligations of [each] Borrower enforceable against Borrower in accordance with their respective terms.

5.1.2 That the Note, when duly executed and delivered for value, will constitute the legal, valid and binding obligation of Borrower enforceable in accordance with its terms.

5.2 The Borrower covenants and agrees:

5.2.1 To keep, perform, enforce and maintain in full force and effect all of the terms, covenants, conditions and requirements of this Agreement, the Lease, and the Loan Documents; not to amend, cancel, change, terminate, supplement or waive any of the terms, covenants or conditions of the Loan Documents without the consent of Lender.

5.2.2 Not to create, permit to be created, or allow to exist any liens, charges or encumbrances on the Property.

5.2.3 To pay to Lender, upon demand, all out-of-pocket expenses, including reasonable attorneys' fees, incurred in exercising any of the rights granted to Lender herein or in any document herein referred to, whether suit be brought or not.

5.2.4 Not to, sell, assign, mortgage, encumber or convey, or otherwise transfer, all or any part of this Agreement, any Advance, or the interest of Borrower in all the Property (regardless of whether the buyer, assignee or transferee assumes the obligations of the Borrower hereunder or takes the Property subject to said obligations) without obtaining, in each instance, the prior written approval of Lender which approval can be withheld for any reason.

5.3 The warranties, agreements, covenants and representations in this Section 5 shall be deemed to have been renewed and restated by Borrower at the time of each advance under the Loan after the date hereof, unless Borrower notifies Lender in writing of any change therein prior to the time of such advance.

6. **Default.** The occurrence of any of the following events shall constitute a default under this Agreement:

6.1 If Borrower shall fail to pay principal or interest when due under the Note.

6.2 If Borrower shall fail to keep, enforce, perform and maintain in full force and effect any provision of this Agreement or any of the Loan Documents or any other agreement between [either] Borrower and Lender, provided if such failure is for other than the nonpayment of money when due, then such failure shall continue for a period of twenty (20) days after notice of such failure is given to Borrower by Lender.

6.3 If the improvements on the Property are materially damaged or destroyed by fire or other casualty and the loss is not adequately covered by equity funds of Borrower or insurance proceeds actually collected or in the process of collection.

6.4 If Borrower shall default in any of its obligation under the Lease.

7. **Remedies.** In the event of a default as defined in Section 6 hereof, Lender, at its option, in addition to any other remedies to which it might by law be entitled, shall have the right to do one or more of the following:

7.1 To refrain from making any further advance under this Agreement, but Lender may make advances after the happening of any such event without hereby waiving the right to refrain from making other or further advances or to exercise any of the other rights Lender may have.

7.2 To perform such other acts or deeds which may be necessary to cure any default existing under this Agreement, the Lease, the Franchise Agreement or under the Loan Documents.

7.3 To bring appropriate action to enforce such performance and the correction of such failure or default.

7.4 To declare the entire unpaid principal of the Note and all accrued interest thereon immediately due and payable without notice.

7.5 To foreclose any security now or hereafter securing the Note.

7.6 To exercise all of Lender's rights and remedies set forth in the Security Agreement, the Lease or the Franchise Agreement.

7.7 Terminate Lender's obligations under this Agreement without notice to Borrower.

7.8 Commence an action to enforce specifically Borrower's performance of its obligations under the Loan Documents, the Lease or the Franchise Agreement.

7.9 Exercise any and all other rights and remedies available at law or in equity.

No right or remedy by this Agreement, or by any document or instrument delivered by Borrower pursuant hereto, conferred upon or reserved to Lender shall be or is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy now or hereafter existing at law or in equity or by statute. Upon the occurrence of an Event of Default, Borrower agrees to pay all reasonable expenses and costs of collection incurred by Lender under this Agreement, including, without limitation, reasonable attorneys' fees, whether or not in connection with a judicial proceeding and whether or not in connection with an original or appellate proceeding.

Except as Lender may hereafter or otherwise agree in writing, no waiver by Lender of any breach by or default of Borrower, in any of its obligations, agreements or covenants under this Agreement shall be deemed to be a waiver of any subsequent breach of the same, or any

other obligation, agreement or covenant, nor shall any forbearance by Lender to seek a remedy for such breach be deemed a waiver of its rights and remedies with respect to such breach, nor shall Lender be deemed to have waived any of its rights and remedies unless it be in writing and executed with the same formality as this Agreement. Any waiver by Lender of any covenants, requirements, duties or conditions of this Agreement to be performed by any person or entity other than Lender included herein for the benefit of Lender shall be binding on Title and shall not relieve Title from any of its obligations to provide insurance and make disbursements as set forth herein.

8. Miscellaneous.

8.1 All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally or three (3) business days after deposited in the United States mail, registered or certified mail, postage prepaid, and addressed to the locations set forth on page 1 hereof, or addressed to any such party at such other address as such party shall hereafter furnish by such notice to the other parties.

8.2 This Agreement shall be construed according to the laws of the State of Minnesota.

8.3 If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such term, provision, and condition to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law. No change in the provisions hereof shall be valid unless in writing and signed by Borrower and Lender.

8.4 Lender shall have the right to inspect the Property upon reasonable advance written notice to Borrower.

8.5 If the interest provided for by the Note and this Agreement shall become in conflict with the applicable statutory interest rate limitations now or hereafter in effect, Borrower shall pay only such interest as would legally be permitted; provided, however, that if the defense of usury is unavailable to Borrower, Borrower shall pay interest as provided for in the Note. If for any reason interest in excess of the amount as limited in the foregoing sentence shall have been paid under the Note, whether by reason of acceleration or otherwise, then any such excess interest shall constitute and be treated as a payment of principal thereunder and shall operate to reduce such principal by the amount of such excess, or if more than the then principal indebtedness, such excess shall be refunded.

8.6 Borrower hereby consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related in any way to this Agreement, the Note, the Lease, the Franchise Agreement any other Loan Documents or any security or guaranty for the Note, waives any argument that venue in such forums is not convenient and further waives the right to trial by jury.

8.7 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and assigns in interest.

8.8 THE BORROWER ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED AND THAT THE TIME AND EXPENSE REQUIRED FOR TRIAL BY A JURY MAY EXCEED THE TIME AND EXPENSE REQUIRED FOR TRIAL WITHOUT A JURY. THE BORROWER, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF BORROWER'S CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF LENDER AND BORROWER, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT, THE NOTE, ANY RELATED AGREEMENTS OR OBLIGATIONS THEREUNDER. THE BORROWER HAS READ ALL OF THIS AGREEMENT AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT. THE BORROWER ALSO AGREES THAT COMPLIANCE BY THE LENDER WITH THE EXPRESS PROVISIONS OF THIS AGREEMENT SHALL CONSTITUTE GOOD FAITH AND SHALL BE CONSIDERED REASONABLE FOR ALL PURPOSES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LENDER:

ANYTIME FITNESS, LLC

By: _____
Its _____

BORROWER:

By: _____
Its _____

_____, Individually

SECURITY AGREEMENT

DATE _____, 20__

DEBTOR		SECURED PARTY	ANYTIME FITNESS, LLC
BUSINESS OR RESIDENCE ADDRESS		ADDRESS	111 Weir Drive
CITY, STATE & ZIP CODE		CITY, STATE & ZIP CODE	Woodbury, MN 55125

1. Security Interest and Collateral. To secure the debt, liability or obligation of the Debtor to Secured Party evidenced by that certain Secured Promissory Note by Debtor in favor of Secured Party, executed as of the date hereof (herein referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (herein called the "Security Interest") in the following property (herein called the "Collateral") (check applicable boxes and complete information):

(A) INVENTORY:

All inventory of Debtor, whether now owned or hereafter acquired and wherever located;

(B) EQUIPMENT AND CONSUMER GOODS:

All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future machinery, vehicles, trailers, computers, computer software, furniture, fixtures, manufacturing equipment, farm machinery and equipment, fuel pumps and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment). Equipment subject to a purchase money security interest shall not be included as equipment of Debtor for purposes of this Agreement.

The following goods or types of goods: _____

(C) ACCOUNTS AND OTHER RIGHTS TO PAYMENT:

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, loans and obligations receivable and tax refunds.

(D) GENERAL INTANGIBLES:

All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, service marks, trade secrets, good will, trade names, customer lists, supplier and vendor lists, software, permits and franchises, and the right to use Debtor's name.

together with all substitutions and replacements for and products of any of the foregoing property not constituting consumer goods and together with proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessions and, except in the case of consumer goods, together with (i) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

2. Representations, Warranties and Agreements. Debtor represents, warrants and agrees that:

- (a) Debtor is a partnership, a corporation, a limited liability company, an individual.
- (b) The Collateral will be used primarily for business purposes.
- (c) If any part or all of the tangible Collateral will become so related to particular real estate as to become a fixture, the real estate concerned is: _____ and the name of the record owner is: _____
- (d) Debtor's chief executive office is located at _____ or, if left blank, at the address of Debtor shown at the beginning of this Agreement.

THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF,
ALL OF WHICH ARE MADE A PART HEREOF.

ANYTIME FITNESS, LLC

Debtor's Name

By: _____

By: _____

Title: _____

Title: _____

ADDITIONAL PROVISIONS

3. **Additional Representations, Warranties and Agreements.** Debtor represents, warrants and agrees that:

(a) Debtor has (or will have at the time Debtor acquires rights in Collateral hereafter arising) absolute title to each time of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest, and will defend the Collateral against all claims or demands of all persons other than Secured Party. Debtor will not sell or otherwise dispose of the Collateral or any interest therein without the prior written consent of Secured Party, except that, until the occurrence of an Event of Default and the revocation by Secured Party of Debtor's right to do so, Debtor may sell any inventory constituting Collateral to buyers in the ordinary course of business and use and consume any farm products constituting Collateral in Debtor's farming operations. If Debtor is a corporation, this Agreement has been duly and validly authorized by all necessary corporate action, and, if Debtor is a partnership, the partner(s) executing this Agreement has (have) authority to act for the partnership.

(b) Debtor will not permit any tangible Collateral to be located in any state (and, if county filing is required, in any county) in which a financing statement covering such Collateral is required to be, but has not in fact been, filed in order to perfect the Security Interest.

(c) Each right to payment and each instrument, document, chattel paper and other agreement constituting or evidencing Collateral is (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, set-off or counterclaim (other than those arising in the ordinary course of business) of the account debtor or other obligor named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation. Debtor will neither agree to any material modification or amendment nor agree to any cancellation of any such obligation without Secured Party's prior written consent, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.

(d) Debtor will (i) keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof; (ii) promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest; (iii) keep all Collateral free and clear of all security interests, liens and encumbrances except the Security Interest; (iv) at all reasonable times, permit Secured Party or its representatives to examine or inspect any Collateral, wherever located, and to examine, inspect and copy Debtor's books and records pertaining to the Collateral and its business and financial condition and to send and discuss with account debtors and other obligors requests for verifications of amounts owed to Debtor; (v) keep accurate and complete records pertaining to the Collateral and pertaining to Debtor's business and financial condition and submit to Secured Party such periodic reports concerning the Collateral and Debtor's business and financial condition as Secured Party may from time to time reasonably request; (vi) promptly notify Secured Party of any loss of or material damage to any Collateral or of any adverse change, known to Debtor, in the prospect of payment of any sums due on or under any instrument, chattel paper, or account constituting Collateral; (vii) if Secured Party at any time so requests (whether the request is made before or after the occurrence of an Event of Default), promptly deliver to Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor; (viii) at all times keep all tangible Collateral insured against risks of fire (including so-called extended coverage), theft, collision (in case of Collateral consisting of motor vehicles) and such other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest; (ix) from time to time execute such financing statements as Secured Party may reasonably require in order to perfect the Security Interest and, if any Collateral consists of a motor vehicle, execute such documents as may be required to have the Security Interest properly noted on a certificate of title; (x) pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all reasonable attorneys' fees) incurred by Secured Party in connection with the creation, perfection, satisfaction, protection, defense or enforcement of the Security Interest or the creation, continuance, protection, defense or enforcement of this Agreement or any or all of the Obligations, including expenses incurred in any litigation or bankruptcy or insolvency proceedings; (xi) execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights under this Agreement; (xii) not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance; and (xiii) not permit any tangible Collateral to become part of or to be affixed to any real property without first assuring to the reasonable satisfaction of Secured Party that the Security Interest will be prior and senior to any interest or lien then held or thereafter acquired by any mortgagee of such real property or the owner or purchaser of any interest therein. If Debtor at any time fails to perform or observe any agreement contained in this Section 3(d), and if such failure shall continue for a period of ten calendar days after Secured Party gives Debtor written notice thereof (or, in the case of the agreements contained in clauses (vii) and (ix) of this Section 3(d), immediately upon the occurrence of such failure, without notice or lapse of time), Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs, transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3 and Section 4.

4. **Lock Box, Collateral Account.** If Secured Party so requests at any time (whether before or after the occurrence of an Event of Default), Debtor will direct each of its account debtors to make payments due under the relevant account or chattel paper directly to a special lock box to be under the control of Secured Party. Debtor hereby authorizes and directs Secured Party to deposit into a special collateral account to be established and maintained with Secured Party all checks, drafts and cash payments received in said lock box. All deposits in said collateral account shall constitute proceeds of Collateral and shall not constitute payment of any Obligation. At its option, Secured Party may, at any time, apply finally collected funds on deposit in said collateral account to the payment of the Obligations in such order of application as Secured Party may determine, or permit Debtor to withdraw all or any part of the balance on deposit in said collateral account. If a collateral account is so established, Debtor agrees that it will promptly deliver to Secured Party, for deposit into said collateral account, all payments on accounts and chattel paper received by it. All such payments shall be delivered to Secured Party in the form received (except for Debtor's endorsement where necessary). Until so deposited, all payments on accounts and chattel paper received by Debtor shall be held in trust by Debtor for and as the property of Secured Party and shall not be commingled with any funds or property of Debtor.

5. **Account Verification and Collection Rights of Secured Party.** Secured Party shall have the right to verify any accounts in the name of Debtor or in its own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party for that purpose. Notwithstanding Secured Party's rights under Section 4 with respect to any and all debt instruments, chattel papers, accounts, and other rights to payment constituting Collateral (including proceeds), Secured Party may at any time (both before and after the occurrence of an Event of Default) notify any account debtor, or any other person obligated to pay any amount due, that such chattel paper, account, or other right to payment has been assigned or transferred to Secured Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time, Debtor will so notify such account debtors and other obligors in writing and will indicate on all invoices to such account debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an account debtor or other obligor, Secured Party may (but need not), in its own name or in Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account, or other right to payment, or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account debtor or other obligor.

6. **Assignment of Insurance.** Debtor hereby assigns to Secured Party, as additional security for the payment of the Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Debtor hereby directs the issuer of any such policy to pay any such moneys directly to Secured Party. Both before and after the occurrence of an Event of Default, Secured Party may (but need not), in its own name or in Debtor's name, execute and deliver proofs of claim, receive all such moneys, indorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

7. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (i) Debtor shall fail to pay any or all of the Obligations when due or (if payable on demand) on demand, shall fail to observe or perform any covenant or agreement herein binding on it or shall be in default under any loan or credit agreement between it and the Secured Party; (ii) any representation or warranty by Debtor set forth in this Agreement or made to Secured Party in any financial statements or reports submitted to Secured Party by or on behalf of Debtor shall prove materially false or misleading; (iii) a garnishment, summons or a writ of attachment shall be issued against or served upon the Secured Party for the attachment of any property of the Debtor or any indebtedness owing to Debtor; (iv) Debtor or any guarantor of any Obligation shall (A) be or become insolvent (however defined); or (B) voluntarily file, or have filed against it involuntarily, a petition under the United States Bankruptcy Code; or (C) if a corporation, partnership, or organization, be dissolved or liquidated or, if a partnership, suffer the death of a partner or, if any individual, die; or (D) go out of business; or (iv) Secured Party shall in good faith believe that the prospect of due and punctual payment of any or all of the Obligations is impaired.

8. Remedies upon Event of Default. Upon the occurrence of an Event of Default under Section 7 and at any time thereafter, Secured Party may exercise any one or more of the following rights and remedies; (i) declare all unmatured Obligations to be immediately due and payable, and the same shall thereupon be immediately due and payable, without presentment or other notice or demand; (ii) exercise and enforce any or all rights and remedies available upon default to a secured party under the Uniform Commercial Code, including but not limited to the right to take possession of any Collateral, proceeding without judicial process or by judicial process (without a prior hearing or notice thereof, which Debtor hereby expressly waives), and the right to sell, lease or otherwise dispose of any or all of the Collateral, and in connection therewith. Secured Party may require Debtor to make the Collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties, and if notice to Debtor of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in Section 10) at least 10 calendar days prior to the date of intended disposition or other action; (iii) exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against the Collateral, against Debtor or against any other person or property. Upon the occurrence of the Event of Default described in Section 7(iv)(B), all Obligations shall be immediately due and payable without demand or notice thereof. Secured Party is hereby granted a nonexclusive, worldwide and royalty-free license to use or otherwise exploit all trademarks, trade secrets, franchises, copyrights and patents of Debtor that Secured Party deems necessary or appropriate to the disposition of any Collateral.

9. Other Personal Property. Unless at the time Secured Party takes possession of any tangible Collateral, or within seven days thereafter, Debtor gives written notice to Secured Party of the existence of any goods, papers or other property of Debtor, not affixed to or constituting a part of such Collateral, but which are located or found upon or within such Collateral, describing such property, Secured Party shall not be responsible or liable to Debtor for any action taken or omitted by or on behalf of Secured Party with respect to such property without actual knowledge of the existence of any such property or without actual knowledge that it was located or to be found upon or within such Collateral.

10. Miscellaneous. This Agreement does not contemplate a sale of accounts, or chattel paper. Debtor agrees that each provision whose box is checked is part of this Agreement. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor shall be deemed sufficiently given if delivered or mailed by registered or certified mail, postage prepaid, to Debtor at its address set forth above or at the most recent address shown on Secured Party's records. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, representatives, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effects as the original for all purposes of a financing statement. This Agreement shall be governed by the laws of the State of Minnesota. Any dispute surrounding this Agreement, or any breach thereof, shall be exclusively venued in the state courts of Minnesota, located in Scott County, Minnesota. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. If this Agreement is signed by more than one person as Debtor, the term "Debtor" shall refer to each of them separately and to both or all of them jointly; all such persons shall be bound both severally and jointly with the other(s); and the Obligations shall include all debts, liabilities and obligations owed to Secured Party by any Debtor solely or by both or several or all Debtors jointly or jointly and severally, and all property described in Section 1 shall be included as part of the Collateral, whether it is owned jointly by both or all Debtors or is owned in whole or in part by one (or more) of them.

\$ _____

Woodbury, Minnesota
_____, 201_

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, _____, a _____ (“Maker”), [jointly and severally] hereby [each] promises to pay to the order of Anytime Fitness, LLC., a Minnesota limited liability company, and its successors and assigns (“Holder”), at 111 Weir Drive, Woodbury, MN 55125, or such other place as may be designated from time to time by Holder, the principal sum of _____ Dollars (\$ _____) or, if less, so much thereof as from time to time may be advanced by Holder pursuant to that certain Loan Agreement dated as of the date hereof by and between Holder and Maker (the “Loan Agreement”), together with interest on the unpaid principal balance outstanding from time to time (the “Principal Balance”), commencing on the date hereof until the occurrence of an Event of Default, at zero percent (0%) per annum. Upon an occurrence of an Event of Default (as defined below) and continuing until this Note has been paid in full, interest shall accrue at a fixed default interest rate equivalent to twelve and No/100 percent (12%) on the unpaid principal balance outstanding, including after the Maturity Date (as defined below).

The entire Principal Balance, together with any unpaid interest accrued thereon as described below, shall be fully due and payable on the earlier to occur of: 1) the date that is ninety (90) days after the date of the last draw on this Note or 2) the date that is thirty (30) days after the opening of that certain Anytime Fitness facility located at _____ (the “Center”). Maker hereby authorizes the billing and payment processor for the Center (as defined below) to deduct from any monies it collects on Maker’s behalf, all amounts Maker is obligated to pay Holder under this Note, on the due date for such payment.

This Note may be prepaid in whole or in part at any time and from time to time without premium or penalty. In addition, to the extent that Maker receives reimbursement of any of its expenditures for the remodeling of the Center, Maker shall immediately transmit such amounts to Holder as mandatory prepayments, and Maker hereby appoints Holder as its attorney-in-fact to direct its landlord to remit such payments directly to Holder to be applied against the balance owing on this Note. Any payment hereunder shall be allocated first to payment of any costs and expenses incurred in collecting this Note or in enforcing any provision of the “Security Agreement” (as such term is hereinafter defined); second to the payment of interest then accrued on the Principal Balance; and the remainder, if any, shall be applied in reduction of the Principal Balance.

This Note is secured by that certain Security Agreement dated as of the date hereof by and between the parties hereto (the “Security Agreement”).

The occurrence of any of the following shall constitute an “Event of Default” hereunder:

- (a) the failure to make any payment required under this Note when due;
- (b) the insolvency of, appointment of receiver of all or part of the property of, assignment for the benefit of creditors by, or commencement of any proceeding under any bankruptcy or insolvency laws by or against, Maker;
- (c) the insolvency of, appointment of receiver of all or part of the property of, assignment for the benefit of creditors by, or commencement of any proceeding under the Loan Agreement;
- (d) the breach by Maker or event of default by Maker under the Security Agreement;
- (e) the breach by Maker or event of default by Maker under the Loan Agreement;

(f) the breach by Maker or event of default by Maker under that certain Lease Agreement for the operation of the Center;

(g) the breach by Maker or event of default by Maker under that certain Franchise Agreement (the "Franchise Agreement") between Maker and Holder for the operation of the Center, if such breach is not cured within ten (10) days following notice from Holder to Maker (regardless whether Holder exercises any right it may have to terminate the Franchise Agreement); or

After the occurrence of an Event of Default, Holder may, at its option by written notice to Maker, declare this Note to be immediately due and payable, and this Note shall be due and payable, together with all accrued interest thereon, without presentment, demand, protest or other notices of any kind. In addition, the remaining balance due hereunder shall accelerate upon sale of all or substantially all of the assets that secure this Note. Upon the occurrence of an Event of Default, Holder shall also be entitled to all of the rights and remedies set forth in the Loan Agreement or the Loan Documents (as defined in the Loan Agreement).

No provision, and no breach of any provision, of this Note shall be deemed waived by Holder unless such waiver is in writing and signed by Holder, and no waiver by Holder shall operate as or be construed to be a waiver of any subsequent application of such provision or any subsequent breach of such provision.

Time is of the essence in this Note. Except for notice of acceleration as provided above, Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest, protest, and all other notices or demands in connection with the delivery, acceptance or performance of, or default under, this Note. Maker further agrees to pay all costs of collection, including reasonable attorneys' fees and court costs, incurred by Holder in the event this Note, or any portion hereof, is not paid when due, regardless of whether or not any legal proceeding is actually initiated against Maker in connection with this Note. This Note shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to such jurisdiction's principles regarding conflicts of laws. [All obligations of each Maker herein are joint and several.]

IN WITNESS WHEREOF, Maker has executed and delivered this Note as of the date first written above.

MAKER:

By: _____
Name: _____
Title: _____

LEASE RIDER

THIS LEASE RIDER is attached to and made a part of the Lease Agreement (the "Lease") dated _____, 2013 (the "Lease Execution Date") by and between _____ ("Landlord") and _____ ("Tenant") for certain space (the "Premises") described in the Lease as being located at _____, _____. All capitalized terms shall have the same meanings as in the Lease unless defined otherwise in this Lease Rider. If any of the terms of this Lease Rider conflict with any of the terms of the Lease, the provisions of this Lease Rider shall prevail.

(1) Rights of Franchisor.

(a) Landlord acknowledges that Tenant is a franchisee of Anytime Fitness, LLC ("Franchisor"), and that the business to be located at the Premises ("Club") is operated under the "Anytime Fitness[®]" franchise system, pursuant to a franchise agreement ("Franchise Agreement") between Tenant and Franchisor.

(b) Landlord acknowledges that Franchisor is providing interim financing to Tenant to defray the costs of constructing the Club improvements to be re-paid to Franchisor upon Tenant's receipt of Landlord's tenant improvement contribution ("Landlord's Contribution") as described and set forth in the Lease. Such Franchisor financing shall be evidenced by a secured promissory note ("Note") made payable by Tenant to Franchisor. Landlord and Tenant agree that any default by Tenant under the Note shall also constitute a breach by Tenant of the Lease entitling Franchisor to the rights and remedies described herein. Franchisor agrees to furnish to Landlord copies of any correspondence and notices sent to Tenant pertaining to the Note at the same time that such correspondence and notices are sent to Tenant. Landlord and Tenant shall and hereby agree to assign all of Tenant's rights to the Landlord's Contribution to Franchisor and Landlord shall pay any such Landlord Contribution payments directly to Franchisor within thirty (30) days of the satisfaction of the conditions in the Lease with respect to the payment of the Landlord Contribution.

(c) Landlord agrees to furnish to Franchisor copies of any and all correspondence and notices sent to Tenant pertaining to the Lease and the Premises at the same time that such correspondence and notices are sent to Tenant. Without limiting the foregoing, in the event of any default by Tenant, Landlord shall give Franchisor written notice of such default. If Tenant has failed to cure such default at the expiration of the applicable cure period, Landlord shall give Franchisor further written notice of such failure ("Franchisor Notice"). Following Franchisor's receipt of the Franchisor Notice, Franchisor shall have the right (but not the obligation) to cure Tenant's default before Landlord shall exercise any of Landlord's remedies arising as a consequence of Tenant's default. Any such cure shall be effectuated within fifteen (15) days following Franchisor's receipt of the Franchisor Notice. Such cure by Franchisor shall not be deemed to be an election to assume the terms, covenants, obligations and conditions of the Lease.

(d) If Franchisor cures Tenant's default, or if Franchisor notifies Landlord that either the Note remains unpaid after demand or that the Franchise Agreement has been terminated (which termination shall constitute a non-curable default pursuant to the Lease upon Landlord's receipt of Franchisor's notice thereof), Landlord agrees, upon Franchisor's written request, to assign to Franchisor any and all rights that Landlord may have under the Lease to remove and evict Tenant from the Premises and shall cooperate with Franchisor in order to pursue such action to a conclusion.

(e) If Franchisor cures Tenant's default or notifies Landlord of the termination of the Franchise Agreement, Franchisor shall have the right and option, upon written notice to Landlord, to do the following:

1. Undertake to perform the terms, covenants, obligations and conditions of the Lease on behalf of the Tenant (notwithstanding any removal or eviction of Tenant) for a period not to exceed six (6) months from the first (1st) date of any cure by Franchisor; or

2. At any time within or at the conclusion of such six (6) month period, assume the terms, covenants, obligations and conditions of the Lease for the remainder of the term, together with any applicable renewal options. In such event, Landlord and Franchisor shall enter into an agreement to document such assumption. Franchisor is not a party to the Lease and shall have no liability under the Lease unless and until said Lease is assigned to, and assumed by, Franchisor as herein provided.

(f) If, during the six (6) month period set forth in section (e)(1) above or at any time after the assignment contemplated in section (e)(2), Franchisor shall notify Landlord that the franchise for the Club is being granted to another Anytime Fitness franchisee, Landlord shall permit the assignment of the Lease to said franchisee, without any further consent of Landlord being required as a condition thereto and without the payment of any fee or other cost requirement. Thereafter, Franchisor shall be released from any and all further liabilities under the Lease. The parties agree to execute any commercially reasonable documents in furtherance of this section.

(g) Until the Note has been paid in full, Tenant will not assign the Lease or renew or extend the term thereof without the prior written consent of Franchisor, nor shall Landlord and Tenant amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing requirements without the prior written consent of Franchisor.

(h) Franchisor shall have the right to enter the Premises to make any modification or alteration necessary to protect the Anytime Fitness franchise system and marks or to cure any default under the Franchise Agreement or under the Lease, without being guilty of trespass or any other crime or tort. Landlord shall not be responsible for any expenses or damages arising from any such action by Franchisor. Tenant hereby releases, acquits and discharges Franchisor and Landlord, their respective subsidiaries, affiliates, successors and assigns and the officers, directors, shareholders, partners, employees, agents and representatives of each of them, from any and all claims, demands, accounts, actions and causes of action, known or unknown, vested or contingent, which any of them may have, ever had, now has, or may hereafter have by reason of any event, transaction or circumstance arising out of or relating to the exercise of Franchisor's rights pursuant to the Lease Rider.

(i) In addition, notwithstanding any other provision set forth in the Lease, in the event that Landlord breaches the Lease by either: (i) failing to make any repayment of the Landlord Contribution or other amount to be provided by Landlord for the cost of constructing Club improvements; or (ii) failing to pay any referral fees due to Tenant's real estate representative for the referral of Tenant to the Premises pursuant to a written agreement with Tenant's real estate representative and Landlord or Landlord's referral agent; then, in either case, Tenant shall have the right to set-off any such amounts due to Franchisor or to Tenant's real estate representative, together with interest on the unpaid amount at sixteen percent (16%) per annum or the maximum amount allowed by law, until such amounts are repaid in full, against rent payments and any other amounts due to Landlord by Tenant under the Lease, and pay such amounts directly to Franchisor

or its real estate representative, as applicable. Such an event shall not constitute an 'event of default' under the Lease, nor may Landlord make any demand on Tenant for any such sums.

(j) All notices sent pursuant to this Lease Rider shall be sent in the manner set forth in the Lease, and delivery of such notices shall be effective as of the times provided for in the Lease. For purposes of notice under the Lease, Franchisor's mailing address shall be 111 Weir Drive, Woodbury, MN 55125, Attn: Legal Counsel, which address may be changed by written notice to Landlord in the manner provided in the Lease.

LANDLORD:

TENANT:

BY: _____
TITLE: _____
DATE: _____

BY: _____
TITLE: _____
DATE: _____

FRANCHISOR:

ANYTIME FITNESS, LLC

BY: _____
TITLE: _____
DATE: _____

EXHIBIT K

PROVISION SECURITY SOLUTIONS, LLC TECHNOLOGY SOLUTIONS AGREEMENT



TECHNOLOGY SOLUTIONS SERVICES AGREEMENT

THIS TECHNOLOGY SOLUTIONS SERVICES AGREEMENT (the "Agreement") is made and entered into as of the ___ day of ___, 20__ (the "Effective Date"), by and between ProVison Security Solutions, LLC, a Minnesota limited liability company ("ProVison") and _____, ("Customer") having an Anytime Fitness Center located at the following address: _____ (the "Facility").

1. Services:

a. *Website and Email Hosting Services.* ProVison agrees to perform and provide to Customer services consisting of non-exclusive electronic access to a digital information processing, transmission and storage system ("Server") to store Customer's web site ("Site") and make the Site available via the global computer communications network ("Internet"). ProVison also agrees to provide and host for Customer up to five (5) Microsoft Exchange email mailboxes under the @anytimefitness.com domain ("Mailboxes"). ProVison's email hosting services shall be limited to: (i) account setup and deletion; (ii) password resets; (iii) assisting with email exporting (.pst files); (iv) operational training; and (v) troubleshooting relating to access, delivery or receiving of emails. The foregoing services in this Section 1(a) are the "Hosting Services". Customer agrees that the Hosting Services shall not include any web site development services, authorship or creation with respect to the Site.

b. *Global Access Software Installation and Support.* ProVison agrees to install the Anytime Fitness-approved proprietary club management and global access/reciprocity software (the "Proprietary Software") on Customer's Equipment (defined in Section 3.d.) for access control and to provide remote technical maintenance, troubleshooting and configuration of the Proprietary Software and Customer's access control network ("Proprietary Installation and Support Services" or "Proprietary I&S Services"). The Proprietary I&S Services include anti-virus and anti-malware services relating to the disruption of the Proprietary Software and may include the periodic upgrading of the Proprietary Software with newer versions or releases. All support for the Proprietary Software is provided remotely. Upgrades, updates or other changes to the Proprietary Software may be made remotely and at such times as ProVison deems necessary or appropriate, in its sole discretion, with or without notice. Upon availability of a new release or version of the Proprietary Software, ProVison may cease supporting prior versions or releases upon not less than thirty (30) days prior written notice. Any new or additional Equipment necessitated by a software upgrade will be the responsibility of Customer.

c. *Security Monitoring.* ProVison agrees to perform and provide to Customer physical security monitoring services at the Facility ("Security Monitoring Services") if, and only if, Customer purchases all security equipment through ProVison pursuant to a separate purchase order and ProVison installs that equipment. Customer acknowledges that the Security Monitoring Services will include the monitoring of the physical alarm system but such Security Monitoring Services do not include monitoring video recorders, closed circuit televisions (CCTVs) or Customer's local area network. *ProVison will not provide Security Monitoring Services for a security system purchased from, or installed by, a third party.*

d. *Availability of Services.* The Hosting Services, Technology Services, Proprietary I&S Services and Monitoring Services (if applicable) are collectively referred to as the "Services." Subject to the terms and conditions of this Agreement, ProVison shall attempt to provide the Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Customer agrees that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which ProVison may undertake from time to time; or (iii)

causes beyond the control of ProVision or which are not reasonably foreseeable by ProVision, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks network congestion or other failures. Customer agrees that ProVision has no control of availability of Services on a continuous or uninterrupted basis.

e. *Technology Services.* ProVision will bill you on a monthly basis for the service and license fees associated with the technology and software systems required to operate your Anytime Fitness center in accordance with the terms and conditions of your Franchise Agreement (the "Technology Solutions Fee") and, where applicable, will remit the designated portion of the Technology Solutions Fee to the appropriate affiliate, licensor or service provider(s). The monthly license and service fees that make up the Technology Solutions fee are: Anytime Health Membership fee, Global Access fee, Club Management Software fee, fitness scanning monthly license fee, music licensing monthly license fee, and the ProVision cellular backup fee.

f. *ProVision Materials.* In connection with performance of the Services and at the sole discretion of ProVision with no obligation, ProVision may provide to Customer certain materials, including, without limitation, the Proprietary Software or other computer software (in object code or source code form), data, documentation or information developed or provided by ProVision or its suppliers under this Agreement, domain names, electronic mail addresses and other network addresses assigned to Customer, and other know-how, methodologies, equipment, and processes used by ProVision to provide the Services to Customer ("ProVision Materials").

g. *Customer Content.* Customer shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, metatags, domain names, software and text ("Customer Content"). The Customer Content shall also include any registered domain names provided by Customer or registered on behalf of Customer in connection with the Services.

2. Licenses, Access and Proprietary Rights

a. *License of Customer Content.* Customer grants to ProVision, and ProVision accepts from Customer, a non-exclusive, worldwide and royalty free license to copy, display, use and transmit on and via the Internet the Customer Content in connection with ProVision's performance or enforcement of this Agreement.

b. *Access to Customer Equipment and Facilities.* Customer shall permit ProVision access to the Facility and/or provide ProVision with electronic access to install and configure all Equipment, the Technology Services, and/or the ProVision Materials as necessary for ProVision to perform the Services.

c. *License of ProVision Materials and Technology Services.* In consideration of Customer's payment of all compensation to ProVision pursuant to Section 4, ProVision grants to Customer, and Customer accepts from ProVision, a limited, non-transferable, non-exclusive license, for the term of this Agreement, to use the ProVision Materials and the Technology Services, solely in connection with the operation of the Anytime Fitness Facility and in connection with the Site for Customer's internal business purposes.

d. *ProVision Proprietary Rights.* ProVision shall retain all of its right, title and interest (including copyright and other proprietary or intellectual property rights) in the ProVision Materials and Technology Services and all legally protectable elements, derivative works, modifications and enhancements thereto, whether or not developed in conjunction with Customer, and whether or not developed by ProVision, Customer or any contractor, subcontractor or agent for ProVision or Customer. To the extent that ownership of the ProVision Materials do not automatically vest in ProVision by virtue of this Agreement or otherwise, Customer agrees to and hereby does transfer and assign to ProVision all right, title and interest in the ProVision Materials and Technology Services and protectable elements or derivative works thereof. Upon any termination or expiration of this Agreement, Customer shall return all ProVision Materials and Technology Services (if applicable) to ProVision and erase and remove all copies of all ProVision Materials and Technology Services from any computer equipment and media in Customer's possession, custody or control.

3. Site and Services Terms and Limitations

a. *Site Storage and Security.* At all times, Customer shall bear full risk of loss and damage to the Site and all Customer Content. Customer shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to Customer Content; (ii) maintain independent archival and backup copies of the Site and all Customer Content; (iii) ensure the security, confidentiality and integrity of all Customer Content transmitted through or stored on the Server; and (iv) ensure the confidentiality of Customer's password. The Server, ProVizion and Services are not an archive and ProVizion shall have no liability to Customer or any other person for loss, damage or destruction of any Customer Content. If Customer's password is lost, stolen or otherwise compromised, Customer shall promptly notify ProVizion, whereupon ProVizion shall suspend access to the Services by use of such password and issue a replacement password to Customer's authorized representative.

b. *Acceptable Use Policy.* Customer is solely responsible for all acts, omissions and use under and charges incurred with Customer's account or password or in connection with the Site or any Customer Content displayed, linked, transmitted through or stored on the Server. Customer agrees not to engage in unacceptable use of any Services, which includes, without limitation, use of the Services to: (i) disseminate or transmit unsolicited messages, chain letters or unsolicited commercial email; (ii) disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person;

(iv) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication; (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions; (vi) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which Customer does not have authorization to access or at a level exceeding Customer's authorization; (vii) disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program; or (viii) engage in any other activity deemed by ProVizion to be in conflict with the spirit or intent of this Agreement or any ProVizion policy.

c. *Rights of ProVizion.* Customer agrees that ProVizion may, in its sole discretion, remove or disable access to all or any portion of the Site or Customer Content stored on the Server at any time and for any reason. ProVizion has no obligation to monitor the Site or any Customer Content, but reserves the right in its sole discretion to do so.

d. *Equipment and Connectivity.* Customer shall be solely responsible for providing, maintaining and ensuring compatibility with all hardware, software, electrical and other physical requirements necessary for ProVizion to perform the Services and for Customer to access the Site, including, without limitation, telecommunications and digital transmission connections and links, routers, switches, modems, local area network servers, virus software, firewalls, or other equipment (collectively "Equipment"). Customer shall be solely responsible for providing a connection to the Internet from its Facility and for setting up a local area network, including without limitation to allow data to flow between Customer's Facility and ProVizion's data centers in a secure manner via the Internet.

e. *Alarm Permit.* Customer acknowledges that an alarm permit may be required. Obtaining the alarm from the local authority (Police or Fire Departments) is the responsibility of Customer.

f. *Monthly Alarm Testing.* Customer agrees that a monthly test of the security system is required.

4. Payment Terms

a. *Payments.* Customer shall pay ProVizion for the Services and licenses identified in Section 2 in the amount set forth below.

1-3 centers: \$799.00 / month / Anytime Fitness Center
4-9 centers: \$649.00 / month / Anytime Fitness Center
10+ centers: \$599.00/ month / Anytime Fitness Center
25+ centers: \$549.00/ month / Anytime Fitness Center
Express centers: \$720.00/ month / Anytime Fitness Center

ProVizion will not provide Security Monitoring Services for any security system purchased from or installed by a third party.

b. *Invoices.* Customer will be invoiced on a monthly basis in advance. Customer is to promptly arrange for ProVison's invoices to be paid directly by Customer's member billing and processing service provider ("Customer's Billing Processor") which Customer was required to establish upon becoming a franchisee of Anytime Fitness, LLC. Customer hereby irrevocably appoints ProVison as Customer's attorney-in-fact to contact Customer's Billing Processor and to make all necessary arrangements on behalf of Customer so as to ensure all arrangements for payment of ProVison's invoices are timely made through Customer's Billing Processor. ProVison reserves the right to invoice on a pro rata basis for any part of a calendar month to allow for subsequent invoices to be calculated and paid on a calendar monthly basis. If Customer is delinquent in its payments, ProVison may suspend Services upon written notice to Customer until all payments are current and ProVison may modify the payment terms to require other assurances to secure Customer's payment obligations hereunder. All fees charged by ProVison for Services are exclusive of taxes and similar fees now in force or enacted in the future imposed on the transaction, all of which the Customer will be responsible for, except for taxes based on ProVison's net income. Customer agrees that amounts of any unpaid invoice shall accrue interest at one and one half percent (1.5%) per month or the maximum amount permitted by law, whichever is less. Customer shall pay all costs of collection, including reasonable attorney's fees and costs, in the event any invoice requires collection efforts.

c. *Taxes.* Customer shall promptly pay all federal, state and local taxes arising out of this Agreement and the Services and equipment described herein, including any sales to similar tax on any payments payable to ProVison under this Agreement. ProVison will not be liable for these or any other taxes, and Customer will indemnify ProVison for any such taxes that may be assessed or levied against ProVison which arise or result from the Services or equipment described in this Agreement.

5. Warranties and Disclaimer

a. *ProVison Warranties.* ProVison warrants to Customer that: (i) ProVison has the right and authority to enter into and perform its obligations under this Agreement; and (ii) ProVison shall perform the Services in a commercially reasonable manner. Customer's sole remedy in the event of breach of this warranty will be to terminate the Agreement pursuant to Section 8.

b. *Customer Warranties.* Customer represents and warrants to ProVison that: (i) Customer has the power and authority to enter into and perform its obligations under this Agreement; (ii) Customer Content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violates any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and (iii) Customer has express written authorization from the owner to copy, use and display the Customer Content on and within the Site.

c. *Disclaimer of Warranty.* EXCEPT AS EXPRESSLY STATED AT SECTION 5(a), PROVISION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING ANY SUBJECT MATTER OF THIS AGREEMENT. PROVISION EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES OR PROVISION MATERIALS WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE UNINTERRUPTED, ERROR FREE, VIRUS OR MALWARE FREE, COMPLETELY SECURE OR FREE FROM DATA LOSS.

6. Limitation of Liability

EXCLUSIVE OF LIABILITY UNDER SECTION 7 (INDEMNIFICATION), IN NO EVENT SHALL PROVISION BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF PROVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVISION'S TOTAL LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER TO PROVISION HEREUNDER FOR THE ONE (1) YEAR PERIOD PRIOR TO ANY ACT OR OMISSION GIVING RISE TO ANY POTENTIAL LIABILITY.

7. Indemnification

a. *By Customer.* Customer agrees to indemnify, hold harmless and defend ProVision and its directors, officers, employees and agents from and against any third-party action, claim, demand, dispute, or liability, including reasonable attorney's fees and costs, arising from or relating to: (i) Customer's breach of this Agreement; (ii) any negligence or willful misconduct of Customer; (iii) any allegation that the Site or Customer Content infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets; or (iv) any action or conduct of ProVision undertaken pursuant to this Agreement. Customer agrees that ProVision shall have the right to participate in the defense of any such claim through counsel of its own choosing.

b. *By ProVision.* ProVision agrees to indemnify, hold harmless and defend Customer and its directors, officers, employees and agents from and against any third-party action, claim, demand or liability, including reasonable attorney's fees and costs, arising from or relating to any allegation that the ProVision Materials infringe a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's tradeseecrets.

8. Insurance

a. At all times during the term of this Agreement, Customer must maintain in force, at its sole expense, the types and amounts of insurance that ProVision may require from time to time. The insurance coverage must be maintained under one or more policies of insurance issued by insurance companies rated A+ or better by Alfred M. Best & Company, Inc. All policies must name ProVision and Anytime Fitness, LLC as additional insureds and must provide that ProVision receives ten (10) days' prior written notice of termination, expiration, reduction or cancellation of any such policy. Upon the execution of this Agreement you must provide us with a copy of the certificate or other evidence as ProVision may require of the required insurance. Customer must submit to us annually, a copy of the certificate or other evidence of the renewal or extension of any such insurance.

9. Term and Termination

a. *Term.* The term of this Agreement shall commence on the Effective Date and shall continue concurrent with Customer's Franchise Agreement executed between itself and Anytime Fitness, LLC to operate an Anytime Fitness Center at the Facility ("Franchise Agreement").

b. *Termination.* This Agreement may be terminated: (i) by ProVision upon ten (10) days written notice to Customer, unless Customer's Franchise Agreement with Anytime Fitness, LLC to operate an Anytime Fitness Center at the above identified location terminates for any reason, or expires, in which case ProVision may terminate this Agreement immediately without notice to Customer; or (ii) by a written agreement executed by the parties. Notwithstanding the foregoing, ProVision reserves the right, in its sole discretion and without prior notice, at any time, to suspend Customer's access to or use of the Server, Services or any portion thereof, in the event ProVision believes or has reason to believe that Customer is in violation or may be violating any term or condition of this Agreement. In the event of suspension of Services, ProVision shall thereafter provide prompt written notice to Customer of the suspension of Services and the reasons therefore.

c. *Rights Upon Termination.* In the event this Agreement is terminated for any reason, Customer shall pay ProVision, on a pro rata basis, for all Services provided to Customer up to the date of termination.

9. General

a. *Independent Contractors.* The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

b. *Assignment.* Customer may not assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement.

c. *Waiver.* No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

d. *Severability.* If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

e. *Notice.* All notices shall be in writing and shall be deemed to be delivered when received by certified mail, postage prepaid, return receipt requested. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, designate by notice to the other party.

f. *Amendment.* No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.

g. *Governing Law, Jurisdiction and Venue.* This Agreement shall be governed in all respects by the laws of the State of Minnesota without regard to its conflict of laws provisions. The parties hereto expressly agree that venue shall be exclusively in the state or federal courts located in Ramsey County, Minnesota. The parties hereto hereby consent to the exclusive jurisdiction of the federal and state courts in Ramsey County, Minnesota and expressly waive any objection to personal jurisdiction, improper venue and/or convenience of such forums.

h. *Survival.* The definitions of this Agreement and the respective rights and obligations of the parties under Sections 1(f), 2(a), 2(d), 3, 4, 5(b), 5(c), 6, 7, 8(c) and 9 shall survive any termination or expiration of this Agreement.

i. *Force Majeure.* If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

j. *Entire Agreement.* This Agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement.

CUSTOMER

ProVison Security Solutions, LLC

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT L

**CUSHMAN & WAKEFIELD/NORTHMARQ PROJECT/CONSTRUCTION
MANAGEMENT AGREEMENT**

PROJECT/CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

PROJECT MANAGER: _____, Cushman & Wakefield/NorthMarq, 3500 American Blvd. W., #200, Minneapolis, MN 55431.

OWNER: _____.

LOCATION OF PROJECT: _____.

This Project/Construction Management Services Agreement (“Agreement”) is effective _____, 20____ by and between NorthMarq Real Estate Services, LLC dba Cushman & Wakefield/NorthMarq (“Project Manager”) and the Owner identified above.

RECITALS

1. Project Manager is in the business of, among other things, providing project management services for commercial real estate construction and renovation.
2. Owner has executed a franchise agreement with Anytime Fitness, LLC for the operation of an ANYTIME FITNESS® center to be located at the address set forth above (the “Center”).
3. Owner desires to retain Project Manager to provide construction management services for the construction of the Center (the “Project”) pursuant to the terms set forth herein.

AGREEMENT

1. Scope of Project/Construction Management Services. Project Manager agrees to provide to Owner the construction management services described in Exhibit A (“Services”).
2. Payment. Owner shall pay to Project Manager a non-refundable payment of _____ and no/00 (\$_____) upon the execution of this Agreement.
3. Construction and Development Costs. Owner is responsible for payment of all fees, costs, and expenses associated with the design and construction of the Center including: (a) architectural design services, plans, and specifications for the Center; (b) building, utility, sign, health, business, and other required permits, licenses, and approvals; (c) materials and services; (d) furniture, fixtures, equipment, inventory, signs, freight, insurance, and installation charges; and (e) all other costs and expenses incurred in the Project.
4. Owner Acknowledgment. Owner acknowledges that Project Manager’s obligations under this Agreement are limited to providing the Services identified in Exhibit A to this Agreement in coordination with Owner’s selected general contractor. Owner acknowledges and agrees that Project Manager is not responsible for and shall not be liable for the performance, acts, omissions, or breaches of contract of any party providing goods or services to the Project, including, any architect, contractor, vendor, or supplier, and Project Manager is not responsible for the actual construction of the Center, the installation of FFE, delays of any kind (including

delays in obtaining permits, licenses, approvals, construction, installation or delivery), errors or omissions in construction, installation, or design, cost overruns or change orders, or any incidental or consequential costs, expenses, losses, liabilities, injuries, or damages whatsoever. Project Manager will not provide services if the Project is not under contract with, and under the direct supervision and control of a general contractor licensed to work in the city and state where the Project is located. Project Manager is not responsible for ensuring that the Center to be constructed complies with applicable building standards or legal requirements, including, but not limited to, architectural, structural, mechanical, electrical, plumbing, accessibility (including without limitation those under the Americans with Disabilities Act), and other related standards.

5. No Warranty. Owner agrees and understands that Project Manager makes no warranties, express or implied, regarding the Project, the Center, or its development and construction. Project Manager does not assume any responsibility for construction cost overruns or costs associated with delays, including, without limitation, rent commencement. All costs, late fees, rent, rent commencement charges, and other costs associated with the Project and the Center are the sole responsibility of the Owner. Nothing contained in this Agreement is intended, nor shall the same be deemed or construed, to make the Project Manager or its affiliates, and their officers, directors, managers, shareholders and employees in any way responsible for any debts, obligations, or losses of Owner.

Each of the parties has caused this Agreement to be executed by an authorized representative of such party effective on the date set forth above.

NORTHMARQ REAL ESTATE
SERVICES, LLC DBA CUSHMAN
& WAKEFIELD/NORTHMARQ

OWNER: _____

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

DESCRIPTION OF SERVICES TO BE PROVIDED

The following scope of services will be provided by NorthMarq Real Estate Services LLC, dba Cushman & Wakefield|NorthMarq (“CWN”) as the Project / Construction Management (Owner’s Representative) of a franchisee of Anytime Fitness, LLC (“Client”). The intent of the following scope description is to reflect CWN’s responsibilities and tasks, which are subject to change based on the specific requirements of Client for the project. CWN shall provide technical and administrative support and required facilities, equipment, and resources as required to properly execute the work described herein.

- Location for Anytime Fitness® center (the “Center”) will be located and determined as directed by Client and/or Anytime Fitness, LLC.
- Anytime Fitness® programming to include the following areas (4,000-5,000sf +/-):
 1. Guest Lobby
 2. Manager’s Office
 3. Member Lobby, Trainer
 4. Unisex Toiletries, Utility/Mechanical room
 5. Cardio/Strength
 6. Functional Area
 7. Free Weights
 8. Multipurpose Room

Project and Construction Management -- Scope of Services

Project Programming:

1. Development support
2. Due Diligence
3. City Entitlement

Architectural / Engineering / Design Services:

1. Procure design services on behalf of Client
2. Coordinate Prototype / Concept development services
3. Oversee the services of architect and engineers to complete drawings
4. Oversee value engineering and cost value practices
5. Oversee the preparation of documents required for approval of Landlord
6. Oversee the preparation of documents required to obtain a building permit

Construction Management Services:

1. Establish a high level project estimate for Center concept
2. Create a bid summary sheet to compare contractor bids, at Client's request for contractor bids
3. Value engineering and cost value practices will be exercised on all purchased and contracted line items per the budget for cost savings

Procurement Support:

1. Coordinate purchase and deliveries of materials to meet the Center's construction schedule
2. Vendor / Manufacturer and Supplier coordination for Owner Supplied materials
3. Prepare and issue all purchase orders and contracts per Client's policies
4. Quantify and qualify invoices prior to sending to the Client's representative for payment to vendors and contractors

Project Scheduling:

1. Establish a high level milestone schedule
2. Publish a project schedule with actual dates as a baseline once it is released by the contractor

Bid Solicitation:

If Client requires assistance with bid solicitation, CWN will perform the following:

1. Establish criteria for contracting the construction on a national, regional, or local basis
2. Pre-qualify and develop a list of potential contractors. Prequalification will include an AIA qualifications statement and interviews by CWN
3. Issue contracts to the best qualified contractors on a given project based on their dollar value of their proposal, availability, and their proposed timeline of completion within the requirements of the Client

Project Management:

1. Make initial contact, via teleconference, with contractor to develop contract responsibility as well as establish landlord criteria in contract documents
2. Hold weekly conference calls with the Client and general contractor to discuss project status, owner supplied materials and any project challenges
3. Perform one (1) construction site visit to complete the punch list
4. Prepare a punch list as part of the contractor's closeout procedures and ensure the contractor is in compliance with all contractual responsibilities. Monitor construction progress and approve invoices and change order requests from contractors

Project Closeout:

1. Request, collect, and review all required project closeout documents, as requested by the Client. Issue project closeout packaged to Client upon completion
2. Request reimbursement of tenant improvement dollars, per the requirements of the lease, on behalf of the Client

General Scope:

1. Maintain project-tracking documentation within CoStar Real Estate Manager (“CWN Platform”)
2. Maintain project budget within CWN Platform
3. Update CWN Platform with the following documents including, but not limited to, construction documents, financial information, logs, pictures, schedules, plans, and meeting minutes

EXHIBIT M

**NATIONWIDE MUTUAL INSURANCE COMPANY
BOND APPLICATION**



General Application



AGENT _____ - Agt 47893

S.S. # _____
FED ID# _____

1. Name of Applicant _____
Address _____
2. Type of Bond _____
3. Amount of Bond \$ _____
4. To Whom Payable _____

INDEMNITY AGREEMENT

The undersigned applicant and indemnitors (collectively referred to as "Indemnitors") hereby request Nationwide Mutual Insurance Company, and/or AMCO Insurance Company, Allied Property and Casualty Insurance Company, and/or Depositors Insurance Company (collectively referred to as "Company") to become surety for the above bond(s), or any bond(s) in substitution for or in succession of the said bond(s). The Indemnitors certify that the information and statements provided to the Company for the purpose of securing this bond(s) are true and correct and further jointly and severally agree:

1. the Company is authorized and empowered, without notice to or knowledge of the Indemnitors, to assent to any change whatsoever in the bond(s), to execute or consent to the execution of any continuations, extensions, renewals, enlargements, modifications, changes, or alterations of the bond(s) and to execute any substitute or substitutes therefore, with the same or different conditions, provisions, and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the indemnitors shall remain bound under the terms of this Agreement even though any such asset by the Company does or may substantially increase the liability of said Indemnitors.
2. that the Company is hereby authorized to make any inquiry as may be necessary from financial institutions, persons, firms, credit reporting agencies and other entities in order to confirm and verify information provided to the Company by the indemnitors as an inducement for the issuance of the bond(s) or for the continuance of such bond(s).
3. to pay to the Company the usual annual premium until such time as the Company has been provided with satisfactory and conclusive evidence that all liability under the bond(s) has been terminated and no further liability exists.
4. to perform all the conditions of such bond(s) and to indemnify and save the Company harmless from any and all liability, demands, losses, costs, damages and expenses, including attorney and counsel fees, which the Company may sustain or incur by reason of or in consequence of the execution of such bond(s) by the Company, or incurred in obtaining a release of liability or evidence of termination under such bond(s) or incurred by the company in enforcing any provision of this agreement.
5. that upon demand by the Company for any reason whatsoever, to deposit funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such bond(s).
6. that the Company shall have the exclusive right to adjust, settle or compromise any claim under such bond(s) unless one or more of the Indemnitors shall, in writing, request the Company to litigate such claim and shall deposit immediately with the Company collateral satisfactory to the Company in kind and amount.
7. that the itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the Indemnitors to the Company.
8. that the Company may decline to become surety on any bond(s), and in case it does act as surety the Company shall have the right to withdraw or cancel any bond(s) whenever it shall see fit; and in any event the Company shall not be required to disclose the reason upon which its action is based and shall not be responsible for any loss or damage that may be sustained by reason of such action.
9. that in the event of any payment by the Company, the indemnitors shall pay the Company interest on such amounts at the maximum legal rate from the date such payments are made.

This agreement of Indemnity shall be deemed effective as of the date of execution of the bond(s) even though it may be signed subsequent to this date.

(Name of Applicant)

_____	By _____	SS# _____
(Date Signed)	(Indemnitor)	
_____	_____	SS# _____
(Date Signed)	(Indemnitor)	
_____	_____	SS# _____
(Date Signed)	(Indemnitor \ Spouse)	
_____	_____	SS# _____
(Date Signed)	(Indemnitor)	
_____	_____	SS# _____
(Date Signed)	(Indemnitor \ Spouse)	

NOTE: If Applicant or Indemnitor is a corporation, the corporate name must be signed in full, with the officer's name and title on the line below and the seal of the corporation affixed. If a co-partnership, the firm name must be signed and each member of the firm must sign individually.

EXHIBIT N

CLUB MANAGEMENT SOFTWARE SERVICE AGREEMENTS

Club OS Agreement Acceptance

By signing below, the Client accepts the Club OS Terms and Conditions attached to this Agreement and acknowledges and agrees that Club OS will begin charging Anytime Fitness, LLC or one of its affiliates, ProVision Security Solutions, LLC (collectively, "Anytime Fitness"), on behalf of Client, the monthly subscription fees for the Licensed Software on a per location basis pursuant to the terms in the Software and Services Agreement between Club OS and Anytime Fitness, as amended.

Client:

Signature: _____

Authorized Signer's Name: _____

Effective Date: _____

By signing below, Client agrees to not use Club OS's software or services, or otherwise transmit or conduct business in a manner which violates the Telephone Consumer Protection Act of 1991, as amended (with the rules and regulations promulgated thereunder, the "TCPA").

Client:

Signature: _____

Authorized Signer's Name: _____

Effective Date: _____

[Terms and Conditions Follow]

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 **"Affiliate"** means any person or entity that directly or indirectly controls, is controlled by, or is under common control with, the indicated person or entity.
- 1.2 **"AF Agreement"** means that certain Software and Services Agreement between TSI and Anytime Fitness, LLC ("Anytime Fitness"), with an effective date of March 31, 2019, as amended, and as may be further amended from time to time.
- 1.3 **"Agreement"** means this written software subscription agreement for the Licensed System and/or Services between TSI and Client.
- 1.4 **"Confidential Information"** shall mean all written or oral information, disclosed by any party to the other, related to the operations of any party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- 1.5 **"Client Data"** means information provided by Your End-Users or You in connection with the Licensed System, together with any such changes to such data and information resulting from the use of Licensed System; including without limitation, personal information, transactional, and credit card information, any videos, workouts, dietary, and work-out logs.
- 1.6 **"End Users"** means a user of the Licensed System. End Users may include but are not limited to Your employees, members, consultants, contractors and agents, and third parties with which You transact business.
- 1.7 **"Licensed System"** means the TSI cloud-based software application and features offered to Client pursuant to the AF Agreement. and may include additional modules or features agreed upon by the parties from time to time in an Order Form.
- 1.8 **"Intellectual Property Rights"** shall mean any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship, including but not limited to copyrights and moral rights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).
- 1.9 **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- 1.10 **"Order Form"** means the documents for placing orders for the additional add-ins and features to the Licensed System not contemplated in this Agreement or the AF Agreement, that are entered into between TSI and Client from time to time, including addenda and supplements thereto. Order Forms shall be deemed incorporated herein by reference.
- 1.11 **"Privacy Policy"** means a written policy stating TSI's practices in the collection and disclosure of information from End Users of its products and services.
- 1.12 **"Services"** means Technical Support, Hosting Services, other services performed by TSI under this Agreement.
- 1.13 **"Technical Support"** means TSI's services which provide End-User support, technical support, fixes, patches and routine updates to the Licensed System.
- 1.14 **"Website"** means club-os.com
- 1.15 **"We," "Us" or "Our," "TSI" or "Club OS"** means Technique Software, Inc. d/b/a Club OS.
- 1.16 **"You" or "Your" or "Client" or "Club"** means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.
- 1.17 **"Usage Data"** means all informational data regarding use of the Licensed System by End-Users.

2. LICENSE

- 2.1 **Grant of License.** Subject to the provisions of this Agreement and the AF Agreement as well as the payment of all applicable subscription fees for the Licensed System, TSI grants Client and Client accepts a limited, personal, non-exclusive, non-transferable, non-assignable license to access and use the Licensed System with the particular user roles available to Client according to Client subscription type.

3. SERVICES

- 3.1 **Usage Limitations:** Use of the Licensed System may be subject to limitations. Any such limitations will be specified in this Agreement and in the Website Terms of Use made available on the Website and updated from time to time.
- 3.2 **Use Disclaimer:** Except as set forth in in Section 6.1, Your use and access of the Licensed System, the TSI Website and all contents associated therewith are at your sole risk.
- 3.3 **Provision of Services.** We shall make the Licensed System and Services available to You pursuant to this Agreement and the relevant Order Forms during the subscription term specified in the Order Form. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.
- 3.4 **Club Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) the Licensed System is purchased as per Club subscriptions and may be accessed by no more than the specified number of Client Clubs agreed to by Anytime Fitness and TSI, (ii) additional Club subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional Club subscriptions are added, and (iii) the added Club subscriptions shall terminate in accordance with Section 9. Club subscriptions are for designated Clubs only and cannot be shared or used by more than one Club.
- 3.5 **Service Availability.** While TSI intends that the Licensed System should be available 24 hours a day, seven days a week, it is possible that on occasions the Licensed System may be unavailable to permit maintenance or other development activity to take place. If for any reason TSI has to interrupt the availability of the Licensed System or Services for longer periods than TSI would normally expect, TSI will use reasonable endeavors to provide advance written notice to You.
- 3.6 **Help Desk.** In the case of technical problems, Client must make all reasonable efforts to investigate and diagnose problems before contacting TSI. If Client still needs technical help, please check the support provided online by TSI on the Website or failing

that email us at support@club-os.com.

3.7 **Operation of Licensed System.** TSI does not warrant that the operation of the Licensed System, and any of its contents will be uninterrupted or error free.

4. PROPRIETARY RIGHTS

4.1 **Reservation of Rights in the Licensed System.** Subject to the limited rights expressly granted hereunder, TSI reserves all rights, title and interest in and to the Licensed System and related products, including all related Intellectual Property Rights. No rights are granted to Client hereunder other than as expressly set forth herein.

4.2 **Data Ownership.** We respect your right to ownership of content created or stored by You and Your End Users. As between You and Us, You own Your Client Data. Unless specifically permitted by you in writing, your use of the Licensed System or Services does not grant TSI the license to use, reproduce, adapt, modify, publish or distribute Your Client Data for TSI's commercial, marketing or any similar purpose. But you grant TSI permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform Your Client Data solely as required for the purpose of providing the Licensed System and Services to you.

4.3 **Client Data.** You or your End Users may transmit or publish content created by you using any of the Licensed System or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Licensed System (other than End Users), is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Licensed System, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Licensed System you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that TSI will have the right to block access to or remove such content made available by you, if TSI receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Licensed System and transmitting or publishing any content using such Licensed System, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by TSI for this purpose.

4.4 **Return of Client Data:** While Your account is in good standing, all videos, images, and files including but not limited to pdfs, word docs, excel files, etc. (collectively, "Media") uploaded by You can only be used by Your End Users, unless You authorize Us to add them to Our global database. Should You cancel your Agreement, You may specifically request for this Media to be removed at the time of cancellation and returned to you, otherwise, TSI reserves the right to use any of the Club's Media in its global database. Upon written request by You for TSI to return all Client Data, TSI shall only be responsible to provide such Client Data in the form of a .csv file.

4.5 **Our Protection of Your Data.** We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Client Data, (b) disclose Your Client Data except as compelled by law or as expressly permitted in writing by You, or (c) access Your Client Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

4.6 **Third-party applications/ Third Party Links and Client Data:** TSI shall not be responsible for any disclosure, modification or deletion of Client Data resulting from any use of the Licensed System by third-party application providers not engaged by TSI. The Licensed System may contain external links to other web sites. These links are provided for information purposes only. TSI does not endorse any advice, goods, or services offered by third parties. TSI has no control over the content of third party sites and is not responsible for any information or content contained on these sites, nor is TSI responsible for the privacy policy of those sites and the information they may gather expressly or automatically.

4.7 **Usage Data Information.** Notwithstanding the foregoing, TSI maintains exclusive ownership of Usage Data Information and hereby grants to Client access to the Usage Data during the term of the relationship, to utilize data capture, syndication, and analysis tools, and other similar tools, to track, extract, compile, synthesize, aggregate, and analyze any Usage Data. Client cannot sell the Usage Data to a third party or license access to the data.

5. USE OF LICENSED SYSTEM.

5.1 **Client Representations.** The Client agrees that: (i) Client must only use the Service and Website for Client's own lawful internal business purposes, in accordance with the AF Agreement, this Agreement and any user policies posted on the Website. Client may use the Licensed System and Website on behalf of others or in order to provide services to others but if Client does so Client must ensure that Client is authorized to do so and that all persons who access the Licensed System under Client's account comply with and accept all terms of this Agreement that apply to Client, (ii) Client must ensure that all usernames and passwords required to access the Licensed System under its account (excluding End Users) are kept secure and confidential. Client must immediately notify TSI of any unauthorized use of Client passwords or any other breach of security and TSI will reset Client password and Client must take all other actions that reasonably deems necessary to maintain or enhance the security of TSI's computing systems and networks and Client access to the Licensed System. As a condition of these Terms, when accessing and using the Licensed System, Client must (iii) not attempt to undermine the security or integrity of TSI's computing systems or networks or, where the Licensed System is hosted by a third party, that third party's computing systems and networks, (iv) not use, or misuse, the Licensed System in any way which may impair the functionality of the Licensed System or Website, or other systems used to deliver the Licensed System or impair the ability of any other user to use the Licensed System or Website, (v) not attempt to gain unauthorized access to any materials other than those to which Client have been given express permission to access or to the computer system on which the Licensed System are hosted, (vi) not transmit, or input into the Website, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which Client do not have the right to use); (vii) not transmit or conduct business in a manner which violates the Telephone

Consumer Protection Act of 1991 (the "TCPA") adopted rules, including those set forth in 47 C.F.R. Sect. 64.1200, (together with the TCPA, the "TCPA Rules"), prohibiting the initiation of telephone calls and SMS/texts (other than a call made for emergency purposes or made with the prior express consent of the called party) using automatic telephone dialing systems or an artificial or prerecorded voice to telephone numbers assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call (referred to herein as "TCPA Prohibited Conduct"); and (viii) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Licensed System or to operate the Website except as is strictly necessary to use either of them for normal operation.

5.2 **TSI Obligations.** TSI shall: (i) provide Our basic support for the Licensed System to You at no additional charge, (ii) use commercially reasonable efforts to make the Licensed System available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Licensed System and which We shall schedule to the extent practicable during the weekend hours from 9:00 p.m. Friday to 6:00 a.m. Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Licensed System only in accordance with applicable laws and government regulations.

6. PAYMENT AND FEES.

6.1 **Consolidated Technology Fee.** In consideration for the Licensed Services contemplated in the AF Agreement, Anytime Fitness shall pay to TSI the applicable subscription fees for Client upon the rates and terms set forth in the AF Agreement, and You shall remit to Anytime Fitness the Technology Solutions Fee and other applicable fees in accordance with your agreement(s) with Anytime Fitness.

6.2. **Additional Fees.** If Client elects additional modules or features outside the scope of the Licensed Services contemplated in the AF Agreement, it shall pay TSI directly for the fees associated with such additional modules or features, pursuant to the terms of the applicable Order Form.

6.3 **Suspension of Service and Acceleration.** If any amount owing under this Agreement is 30 or more days overdue, We may, without limiting Our other rights and remedies, suspend Your Access to the Licensed System until such amounts are paid in full.

7. WARRANTY & DISCLAIMERS.

7.1. **Our Warranties.** We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Licensed System shall perform materially in accordance with the documentation provided; (iii) the functionality of the Licensed System will not be materially decreased during a subscription term, (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart if You or a User uploads a file containing Malicious Code into the Licensed System and later downloads that file containing Malicious Code, and (v) We own all rights, title, and interest in and to the Licensed System, or that in the case of any third party software that We have the right to grant a sublicense to use such third party software. TSI further warrants that any Services provided by TSI under this Agreement shall be performed in workmanlike manner and in accordance with the prevailing professional standards of the software industry. TSI does not represent or endorse the accuracy or reliability of any opinion, advice or statement made through the Licensed System, nor does TSI assume any liability for claims concerning unsolicited fax, e-mail, or voice messages sent by you or others under your account or control through the Licensed System including TCPA Prohibited Conduct.

7.2 **Your Warranties.** You warrant that You have validly entered into this Agreement and have the legal power to do so.

7.3 **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 7.1 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TSI MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED SYSTEM,, SERVICES OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR OR USE BY CLIENT. TSI FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS OR A PARTICULAR PURPOSE.

7.4 **Mutual Representations.** Each party represents and warrants (i) that such party is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) that such party has the legal right and authority to enter into and perform its obligations under this Agreement; (iii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such party; and (iv) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

7.5 **Indemnification by You.** You agree to indemnify and hold TSI, its Affiliates, agents, business associates, resellers, licensors, and suppliers harmless from any and all claims, losses, damages, judgments, expenses and costs (including, but not limited to, any attorney's fees and expenses) arising out of any third party claims resulting from your use of the Licensed System not contemplated by this Agreement, your violation of the Agreement, and the delivery of any of your messages and documents using the Licensed System, or the infringement of any trademark or copyright by you.

7.6 **Indemnification by TSI.** TSI shall indemnify, defend, and hold harmless Client and its directors, officers, employees, and agents from and against any and all demands, claims, actions, suits, investigations, proceedings or causes of action, assessments, damages, liabilities, expenses, and losses (including court costs, reasonable attorneys' fees, and expenses of investigation) (all of the foregoing collectively, "Claims") of every kind, nature, or description, whether direct or indirect, that arise out of or relate to any Claim brought against Client alleging that the Licensed System infringes any third party's U.S. patents, copyrights, trade secrets, or other intellectual property rights.

Any and all warranties and indemnifications shall be void as to TSI Services and/ or the Licensed System where noncompliance is caused by or related to (1) any alterations made to the Licensed System by You, Your representatives, or agents, without authorization from TSI; (2) use of the Licensed System other than in the operating environment specified in this Agreement; (3) coding, information or specifications created or provided by You.

8. CONFIDENTIALITY OBLIGATIONS

8.1 Ownership of Confidential Information.

The parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Each Party agrees that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

8.2 Mutual Confidentiality Obligations. Each Party agrees that the Party receiving the Confidential Information will: (a) use the Confidential Information only for the purposes described in this Agreement; (b) not reproduce the other Party's Confidential Information and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party, provided that We may disclose Your Confidential Information to Anytime Fitness upon its request; (c) except as otherwise expressly permitted hereunder, will not create any derivative work from the other Party's Confidential Information; (d) restrict access to the other Party's Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

8.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 8.1 and 8.2 shall not apply to Confidential Information that: (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information (1) in response to an order of a court or other governmental body, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and made a reasonable effort to obtain a protective order, (2) as required by law or regulation to be disclosed.

9. TERM AND TERMINATION.

9.1 The term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of three (3) years (the "Initial Term") and thereafter shall be renewed automatically coterminous with the term of the AF Agreement (the "Renewal Term"), unless this Agreement is terminated sooner as permitted in this Agreement or the AF Agreement. We may terminate this Agreement immediately, without notice or liability, if the AF Agreement expires or terminates. This Agreement automatically and immediately terminates when you are no longer a party to a franchise agreement with Anytime Fitness, including upon the expiration, transfer, or termination of your franchise agreement.

9.2 Termination for Breach. Each party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within sixty (60) days of receipt of such notice, and this Agreement shall terminate immediately if cure is not made within such sixty (60)-day period.

9.3 Effect of Termination. Upon termination of this Agreement, Your right to use the Licensed System terminates and TSI shall have no further obligation to support the Licensed System. UPON TERMINATION, YOU HEREBY GRANT TSI AN IRREVOCABLE LICENSE TO STORE ALL CLIENT DATA INPUTTED BY YOU OR YOUR END USERS AND AGREE AND ACKNOWLEDGE THAT ALL CLIENT DATA INPUTTED BY YOU AND YOUR END USERS IS THE PROPERTY OF ANYTIME FITNESS, LLC AND SHALL NOT BE USED OR RETAINED BY YOU UPON THE TERMINATION, TRANSFER OR EXPIRATION OF YOUR FRANCHISE AGREEMENT WITH ANYTIME FITNESS, LLC.

10. LIMITATION OF LIABILITY

10.1 DISCLAIMER OF LIABILITY. A PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY OPERATION OR RELIANCE OR USE OF THE LICENSED SYSTEM AND SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, AND DAMAGE TO EQUIPMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY SUCH PARTY TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL; OR (C) CLAIMS BY THE OTHER PARTY MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST SUCH PARTY MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION AROSE.

10.2 LIMITATION OF LIABILITY. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE, SHALL BE LIMITED DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY TSI FROM CLIENT IN THE 12 MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.

11. MISCELLANEOUS

11.1 Entire Agreement. This Agreement and the AF Agreement (but only as applicable specifically to You) sets forth the entire agreement and understanding among Us and You with respect to the subject matter of the Agreement and, except as specifically provided in this Agreement or the AF Agreement, supersedes and merges all prior oral and written agreements, discussions and understandings among the Parties with respect to the subject matter of this Agreement, and none of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement and the AF Agreement.

11.2 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of email, facsimile or certified mail, postage prepaid, to the Parties to the Agreement at their respective addresses as set forth in the most recent Order Form, or addressed to such other address as any Party may have given by written notice in accordance with this provision. In the event that any Party delivers any notice hereunder by means of facsimile transmission, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, or first-class mail return receipt requested, to the

receiving Parties, addressed as set forth above or to such other address as the receiving Parties may have previously substituted by written notice to the sender.

11.3 **Force Majeure.** Except for Your obligations to pay money under this Agreement, no party shall be liable for failure to perform hereunder due to events outside its reasonable control such as acts of war, public enemy, government, or any person engaged in subversive activity, riot or sabotage or due to Acts of God.

11.4 **No Third Party Beneficiaries.** Except for Section 10.3, nothing in this Agreement, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.5 **Independent Contractors.** The Parties to this Agreement are independent contractors. Except as otherwise expressly provided herein, nothing herein creates any joint venture, partnership, agency, employment, fiduciary or other relationship among the Parties, and no party is authorized to make contracts or commitments in the name of or on behalf of any other without such Party's prior written approval.

11.7 **Assignment; Delegation.** No Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Parties, except that any Party shall be entitled to transfer its interests to a third party with which such Party is merged or which acquires all or substantially all of the assets or capital stock of such Party.

11.8 **Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.9 **Waiver.** No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by any Party in exercising any right hereunder shall not be deemed a waiver of that right.

11.10 **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, WITHOUT REGARD TO ITS PRINCIPLES REGARDING CONFLICTS OF LAW, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO, AND WAIVES ANY OBJECTION TO, THE EXCLUSIVE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF MINNESOTA.

11.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

11.12 **Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

11.13 **Survival.** The provisions of this Agreement, which, by their terms, require performance after the termination of this Agreement, or have application to events that may occur after the termination of this Agreement, shall survive the termination or expiration of this Agreement.

11.14 **Changes.** We reserve the right, at our sole discretion, to modify or replace these Terms at any time or change, suspend, or discontinue the Licensed System (including without limitation, the availability of any feature, database, or content). If a revision to this Agreement is material we will try to provide at least 90 days written notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Licensed System and our Services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

[End of Terms and Conditions]

EXHIBIT O

RE-SALE ASSISTANCE AGREEMENT

RE-SALE ASSISTANCE AGREEMENT

This Re-Sale Assistance Agreement (this "Agreement") is made as of the ____ day of _____, 20__ between ANYTIME FITNESS, LLC, a Minnesota limited liability company ("we," "us") and _____ ("you").

You have been operating the Anytime Fitness center(s) identified at the end of this Agreement (the "Center(s)") under one or more franchise agreements entered into with us. You have indicated an interest in selling the Center(s) in accordance with the terms of your franchise agreements, and have requested our assistance. We have agreed to provide such assistance, to supplement your own marketing efforts, on the terms set forth in this Agreement.

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Your Initial Obligations. Upon execution of this Agreement, you will pay us a fee of Five Hundred and Forty-Nine Dollars (\$549.00) for each of the Center(s) listed at the end of this Agreement (the "Listing Fee"). You agree that this Listing Fee shall be fully earned upon execution of this Agreement and is nonrefundable in consideration of the expenses incurred by us, including but not limited to expenses incurred creating and distributing the Offering Profile described in Paragraph 2, below. You will also provide to us such information as you would want us to communicate to prospective purchasers of the Center(s). Such information will include, at a minimum, the following:
 - a. Photographs of the Center(s) and its equipment, sufficient to show all areas of the Center(s) (exterior and interior);
 - b. Financial statements for each of the Center(s) for the last three (3) full calendar or fiscal years, and for each month of the current year;
 - c. Copies of your business tax returns for the Center(s) for each of the last three (3) years;
 - d. Copies of all leases and vendor contracts related to the Center(s) or their operation;
 - e. A summary of outstanding loan balances on all loans to your business, including the monthly payment obligations and outstanding balances, any scheduled balloon payments, any outstanding defaults, and the collateral that secures the obligation;
 - f. A detailed equipment list of all equipment in the Center(s), including but not limited to office furniture and exercise equipment; and
 - g. Such other information or documents we may request.
2. Creation and Distribution of Offering Profile. Upon receipt of the foregoing information, we will create an "Offering Profile" for the Center(s), highlighting photographs of the Center(s), key attributes, asking price and terms, and other basic information for prospective purchasers. We will distribute the Offering Profile to Anytime Fitness franchisees and to other targeted groups, at our discretion. We will also put the Offering Profile on website(s) for club re-sales, and will link that listing with other business listing sites, again at our discretion. To the extent you provide additional information to us from time to time, we will update your Offering Profile, but we will not have an obligation to update it more than once every month.
3. Our Ongoing Assistance. So long as this Agreement is in effect, we will be available to you to provide reasonable support to guide you through the process of selling your Center(s). This will

include telephone support, and website support, at reasonable times, and reasonable intervals as we determine appropriate. We will also provide you a video tutorial on the sale of your Center(s), including valuation tools.

4. Your Responsibility With Respect to Sale. You recognize and acknowledge that (i) our services are limited to assisting you in marketing your business, and guiding you through the sales process, and (ii) we do not represent or warrant the number of leads that might be generated, the price for which the Center(s) might be sold, or that you will be able to consummate a sale. It is your responsibility to set the price and terms of sale, ultimately locate a purchaser, and negotiate with any prospective purchasers. However, you do represent that you will offer to sell the Center(s) on the terms set forth in the Offering Profile, and that you will comply with all of the assignment provisions of your franchise agreement(s) in connection with the sale of the Center(s).
5. Ongoing Fees. You will pay us an additional fee of Seventy-Nine Dollars (\$79.00) per month for each of the Center(s) identified at the end of this Agreement so long as this Agreement is in effect, with the first payment due on the first of the month following the execution of this Agreement, and each additional payment due on the first day of each subsequent month. You may be liable to pay us an additional listing fee or commission upon the sale of the Center(s); provided however, that you will remain liable for any transfer fees and any other fees and amounts that become due or payable under your franchise agreement(s) and any other agreements you have with us and our affiliates.
6. Forms. We may, in our discretion, provide to you copies of forms contained in our possession, such as form purchase agreements, notes, guaranties, security agreements, bills of sale, and lease assignments (collectively "Forms"). You may use these Forms as you determine appropriate in connection with the sale of the Center(s); provided, however, that we will not provide these forms until we have received a letter of intent signed by a potential buyer. Those Forms are not intended, however, to be used without review by your attorney or other competent professional, and it is your exclusive responsibility to make certain that any sale documents comply with any legal requirements in your state.

In certain circumstances, you may request the use of these Forms without requiring any of our assistance described in Paragraphs 2 and 3 of this Agreement. Should you elect only to use our Forms and not the assistance described in Paragraphs 2 and 3 of this Agreement, you will not be required to pay the Listing Fee identified in Paragraph 1, the Ongoing Fees identified in Paragraph 5, or the Re-Sale Success Fee identified in Paragraph 7. You will, however, be required to pay us a flat non-refundable fee of Nine Hundred and Ninety-Nine Dollars (\$999.00) (the "Form Fee") for each of the Center(s). If you elect only to use our Forms, we will not provide any additional support relating to the sale of your Center(s), including but not limited to facilitating the transfer of any information relating to the sale between the buyer and seller. If you elect this option, both of us must initial below at the time of execution of this Agreement and you must pay us the Form Fee upon execution of this Agreement. If you elect this option and do not close on the sale of your Center within one hundred and twenty (120) days from execution of this Agreement, we will assist you with selling your Center upon your written request. You will be required to agree to the terms of our then-current Resale Assistance Agreement; provided, however, we will waive the Listing Fee. As stated above, the Forms are not intended to be used without review by your attorney or other competent professional, and it is your exclusive responsibility to make certain that any sale documents comply with any legal requirements in your state.

By initialing below, you acknowledge that you are declining our assistance with creating and distributing an Offering Profile and our ongoing assistance as described in Paragraphs 2 and 3. In exchange for the payment of the Form Fee for each of the Center(s), we will supply you the Form(s)

and agree you shall not be liable for the fees listed in Paragraphs 1, 5 or 7. You agree that you will review the Forms with your attorney or other competent professional and that it is your responsibility to make certain that the sale documents comply with the legal requirements in your state.

_____/_____
Franchisee / Date
Initials

_____/_____
Franchisee / Date
Initials

_____/_____
Anytime Fitness / Date
Initials

7. **Re-Sale Success Fee.** If you sell any of the Center(s) during the term of this Agreement, or within one hundred and eighty (180) days following the termination of this Agreement, you agree to pay us a success fee based on the gross sale price of the Center(s) (determined without reduction for any costs of sale). The sale price will be determined based on the gross price for which the assets of the Center(s) are sold, including any cash received in the transaction, the face amount of any deferred compensation paid in the transaction, the fair market value of any property you receive in the transaction, and the amount of any of your liabilities that are assumed by the purchaser in the transaction. The success fee shall be as follows, and in all cases shall be due immediately upon closing of the sale:

<u>Gross Sale Price</u>	<u>Percentage of Gross Sale Price</u>
\$1.00 - \$124,999	0%
\$125,000 - \$199,999	1%
\$200,000 - \$299,999	2%
\$300,000 - \$399,999	3%
\$400,000 or more	4%

8. **Termination.** You may terminate this Agreement at any time, with or without cause, upon ten (10) days' notice to us; provided, however, that if you exercise this option, the success fee referenced in Paragraph 7 will be due with respect to any sale of the Center(s) that you consummate within one hundred eighty (180) days following the termination of this Agreement. We will also have the right to terminate this Agreement on ten (10) days' notice to you, but we may not do so during the first ninety (90) days, unless you have breached your obligations under this Agreement or under any other agreement you have with us. Once this Agreement is terminated, we will have no further obligations to you hereunder, and we will remove any listings we have initiated for the sale of the Center(s). In the event you elect to relist your Center(s) after the termination of this Agreement you will be required to execute a new Re-Sale Assistance Agreement on the terms offered at that time; provided, however, if you execute a new Re-Sale Assistance Agreement within one hundred and eighty (180) days of the termination of this Agreement, the Listing Fee shall be reduced to Two Hundred and Ninety-Nine Dollars (\$299.00).
9. **Assignment.** Neither of us may assign our rights in or to this Agreement without the express written consent of the other party hereto; provided, that we may assign our rights, duties and obligations under this Agreement, without obtaining your consent and in our sole discretion, in connection with the sale or transfer of all or a portion of our business or assets.
10. **Enforcement, Notice and Miscellaneous Provisions.** The provisions of the most recent franchise agreement you have signed with us, under the headings of "Enforcement," "Notices," and "Miscellaneous," are hereby incorporated into this Agreement by reference and shall apply to this Agreement as if fully stated herein.

IN WITNESS WHEREOF, WE AND YOU HAVE SIGNED THIS AGREEMENT AS OF THE DATE SET FORTH ABOVE.

FRANCHISOR:
ANYTIME FITNESS, LLC

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

ANYTIME FITNESS CENTER(S) THAT ARE THE SUBJECT OF THIS AGREEMENT:

EXHIBIT P

FRANCHISEE QUESTIONNAIRE



FRANCHISEE QUESTIONNAIRE – PROSPECTIVE FRANCHISEES

As you know, Anytime Fitness, LLC (the “Franchisor”) and you are preparing to enter into a Franchise Agreement for the operation of a franchised Anytime Fitness® business (the “Franchise”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question.

QUESTION	YES	NO
1. Have you received and personally reviewed the Franchise Disclosure Document provided to you?		
2. Did you sign a receipt (Item 23) for the Franchise Disclosure Document indicating the date you received it?		
3. Is there any part of the Franchise Disclosure Document that you feel you don't understand?		
4. Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it?		
5. Do you understand the terms of and your obligations under the Franchise Agreement?		
6. Are you legally eligible to work or own a business in the United States and/or Canada, including the state or province in which the Franchise will be located?		
7. Has any employee or other person speaking on behalf of the Franchisor made any statement or representation regarding the actual, average or projected memberships, revenues, or profits that you, Franchisor, or any of our franchisees have achieved in operating the Franchise, other than what is contained in the Franchise Disclosure Document?		
8. Has any employee or other person speaking on behalf of the Franchisor made any promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance or any other material subject relating to the Franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document?		
9. Has any employee or other person speaking on behalf of the Franchisor made any other oral, written, visual or other promises, agreements, commitments, understandings, rights-of-first refusal or otherwise to you with respect to any matter, except as expressly set forth in the Franchise Agreement or in an attached written Amendment signed by you and us?		
10. Are you legally eligible to travel to and attend New Franchisee Training held at the home office (currently Woodbury, MN)? If you answer “no”, please provide an explanation here: _____ _____ _____		
11. Are you currently involved in any other businesses/franchises that may interfere with the non-compete obligations outlined in the Anytime Fitness Franchise Agreement, or any other agreements you may have with other businesses/franchises? If yes, please describe the businesses/franchises here: _____ _____ _____		

QUESTION	YES	NO
12. Are there any contingencies, prerequisites, or other reservations existing (excluding obtaining financing for equipment or build-out of your Anytime Fitness Center) that will affect your ability to sign or perform your obligations under the Franchise Agreement?		
13. Have there been any changes in any of the information you have provided to us or our affiliates in connection with any application for the Franchise, or in any application, statement or report you have provided to us? If yes, please describe the changes here: _____		
14. Have you been proven to have engaged in fraudulent conduct, or been convicted of, or plead guilty or no contest to, a felony or misdemeanor involving dishonesty or fraudulent conduct, or do you have any such charges pending? If yes, please describe all relevant facts below. _____		
15. Have you, in the past 10 years, declared bankruptcy, or taken any action, or had any action taken against you, under any insolvency, bankruptcy, or reorganization act? If yes, please describe all relevant facts below.		
16. Have you brought, been named in, or been directly involved in any past or pending litigation or formal dispute resolution process? If yes, please describe all relevant facts below.		
17. Is there any information that might appear on a credit or criminal history report that you wish to disclose and/or address, knowing that failure to disclose such information may be considered grounds for denial of a franchise? If yes, please describe all relevant facts below.		

Please insert the date on which you received a copy of the Franchise Agreement with all material blanks fully completed: _____

You understand that your answers are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully, completing and correctly to the above questions. No representations contained herein are intended to or will act as a release, estoppels or waiver of any liability incurred under any applicable franchise law.

All prospective franchisees applying please sign here:

FRANCHISE APPLICANT

FRANCHISE APPLICANT

FRANCHISE APPLICANT

FRANCHISE APPLICANT

DATE: _____



FRANCHISEE QUESTIONNAIRE – EXISTING FRANCHISEES

As you know, Anytime Fitness, LLC (the “Franchisor”) and you are preparing to enter into a Franchise Agreement for the operation of a franchised Anytime Fitness® business (the “Franchise”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question.

QUESTION	YES	NO
1. Have you received and personally reviewed the Franchise Disclosure Document provided to you?		
2. Did you sign a receipt (Item 23) for the Franchise Disclosure Document indicating the date you received it?		
3. Is there any part of the Franchise Disclosure Document that you feel you don't understand?		
4. Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it?		
5. Do you understand the terms of and your obligations under the Franchise Agreement?		
6. Are you legally eligible to work or own a business in the United States and/or Canada, including the state or province in which the Franchise will be located?		
7. Has any employee or other person speaking on behalf of the Franchisor made any statement or representation regarding the actual, average or projected memberships, revenues, or profits that you, Franchisor, or any of our franchisees have achieved in operating the Franchise, other than what is contained in the Franchise Disclosure Document?		
8. Has any employee or other person speaking on behalf of the Franchisor made any promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance or any other material subject relating to the Franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document?		
9. Has any employee or other person speaking on behalf of the Franchisor made any other oral, written, visual or other promises, agreements, commitments, understandings, rights-of-first refusal or otherwise to you with respect to any matter, except as expressly set forth in the Franchise Agreement or in an attached written Amendment signed by you and us?		
10. Are there any contingencies, prerequisites, or other reservations existing (excluding obtaining financing for equipment or build-out of your Anytime Fitness Center) that will affect your ability to sign or perform your obligations under the Franchise Agreement?		

Please insert the date on which you received a copy of the Franchise Agreement with all material blanks fully completed:

You understand that your answers are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully, completing and correctly to the above questions. No representations contained herein are intended to or will act as a release, estoppels or waiver of any liability incurred under any applicable franchise law.

FRANCHISE APPLICANT

FRANCHISE APPLICANT

FRANCHISE APPLICANT

FRANCHISE APPLICANT

DATE: _____

EXHIBIT Q

TRAINING SUITE ADDENDUM

TRAINING SUITE FRANCHISE AGREEMENT ADDENDUM RIDER

1. Effective Date of this Addendum: _____
2. Franchisee:
3. Principal Owner:
4. Franchised Location:
5. Effective Date of Franchise Agreement:
6. Roll-Out Date:

TRAINING SUITE FRANCHISE AGREEMENT ADDENDUM

This Addendum is made and entered on as of the Effective Date set forth in the Rider attached to this Addendum and is by and between Anytime Fitness, LLC (“we” or “us”) and the Anytime Fitness® franchisee identified in the Rider (“you”), and is an amendment to, and a part of, the Franchise Agreement identified in the Rider (the “Franchise Agreement”). All capitalized terms used in this Addendum not otherwise defined have the meanings ascribed to them in the Franchise Agreement.

INTRODUCTION

You and we are parties to a Franchise Agreement under which you operate an Anytime Fitness® center identified in the Rider (the “Center”). We have developed a proprietary personal training fitness suite of tools as it exists from time to time which currently includes an operations and training manual, forms and documents, training videos, an exercise video library, downloadable programs and video support for program demonstrations (the “Training Suite”). We are incorporating the Training Suite into Anytime Fitness® centers, and you will now be granted the right and undertake the obligation to access and use the Training Suite at your Center under the terms of this Addendum.

AGREEMENT

1. DEFINITIONS.

a. **“Confidential Informational”** means data and information: (i) relating to our business, regardless of whether the data or information constitutes a trade secret; (ii) disclosed to you or of which you became aware of as a consequence of your relationship with us; (iii) having value to us; (iv) not generally known to our competitors; and (v) which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, personnel data, operations and training manuals, forms and documents used to support the Training Suite, training videos, quarterly work-outs, the program design card, the exercise video library, downloadable programs, and similar information; provided, however, that such term shall not mean data or information: (A) which we have been voluntarily disclosed to the public, except where such public disclosure has been made by you without authorization from us; (B) which has been independently developed and disclosed by others; or (C) which has otherwise entered the public domain through lawful means.

b. **“Derivative Work”** is any work that is based upon the Training Suite, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, incorporated, transformed or adapted in whole or in part.

c. **“Training Suite Fees”** are the recurring monthly fees due from you for your use of the Training Suite. As of the Effective Date, the Training Suite Fees are:

Number of Centers	Monthly Fee per Center
1-3 centers	\$149 per center
4-9 centers	\$109 per center
10+ centers	\$109 per center for the first 9 centers, and \$0 for each additional center thereafter

The Training Suite Fee is subject to change upon written notice; provided that it will not exceed \$300 per center per month during the initial term of your Franchise Agreement.

d. **“Principal Owner”** means anyone owning more than ten percent (10%) of the Center and who has signed and guaranteed the Franchise Agreement for the Center.

e. **“Registration Fees”** means the fees due from you to us for Initial Training, as described in Section 4(a).

2. GRANT OF LIMITED LICENSE TO TRAINING SUITE.

Subject to the terms and conditions of the Franchise Agreement and this Addendum, we hereby grant to you a limited, nonexclusive, nontransferable, non-assignable, freely revocable U.S. license to access and use the Training Suite at the Center. You shall not make the Training Suite available to any Anytime Fitness® center, fitness center, personal trainer, or any other individual or facility other than the Center that is subject to this Addendum. You also agree that the Training Suite shall be made available only to your employees and not to any independent contractors or other individuals or entities. You must also license the Training Suite for all other Anytime Fitness® Centers you currently own, and execute an Addendum with the same or similar terms.

In consideration of the grant of the limited licenses as set forth herein, you agree to strictly adhere to any of our mandatory standards, specifications and policies related to the Training Suite as they exist from time to time. You must, at your expense, honor and participate in all promotional programs that we require related to the Training Suite.

3. INITIAL TRAINING AND DELIVERABLES.

We shall provide a Training Suite training program of up to eight (8) hours at our corporate headquarters located in Woodbury, Minnesota or at such other places as we may designate from time to time. The Training Suite training program shall include training on designing and delivering a personal training program. By executing this Addendum, you agree that one (1) Principal Owner will attend the Training Suite training program within ninety (90) days of executing this Addendum. If the Training Suite Training Program is provided in the field, on-site at your Anytime Fitness center or the center of a participating franchisee, then training is provided for up to a total of 21 attendees. All attendees must be employees of participating franchisees. If you have more than one (1) Center, you shall only be required to attend Training Suite training program at our headquarters or other designated location one (1) time. You shall be permitted to train additional employees at your Center following your completion of Training Suite training program and we will provide you with program materials to assist with training as they exist from time to time.

Following the completion of Training Suite training program, we shall also provide you access to program materials which may be incorporated into the Training Suite from time to time.

4. FEES.

a. Registration Fees. If you are an existing franchisee and have not already attended and successfully completed the Training Suite training program, then you agree to pay to us our then-current pricing as a Registration Fee for you to attend the Training Suite training program. If you attend the Training Suite Training at the corporate headquarters in Woodbury, Minnesota, the Training Suite fee is currently Two Hundred Fifty Dollars (\$250). You must pay to us an additional Registration Fee, at our then-current rates, currently Two Hundred Fifty Dollars (\$250) for any additional employees or your owners who attend Training Suite training program, subject to availability and upon our sole discretion.

Subject to corporate trainer availability, we also offer the Training Suite Training Program in the field, on-site at your Center, or the Anytime Fitness Center of another franchise owner with whom you have partnered to receive this training. You must pay us our then-current training fees, which will vary depending on the number of franchise owners and attendees. This on-site training is conducted for up to twenty-one (21) total attendees and includes pre-visit communication and post-visit follow-up. Attendees must be employees of participating franchise owner(s).

In the event you do not have an open Center at the time you register for Training Suite training program, you shall pay all Registration Fees at the time of registration. If you have one (1) or more open Center(s), you authorize us to deduct the Registration Fees, and any additional costs as described in Section 4.a.2 from the remittance collected by our designated billing and payment processor for the Center(s) on the first day of the month following the date of registration for Training Suite training program.

b. Training Suite Fees. In consideration of the grant of the license for the Training Suite, you shall pay to us, in addition to the Registration Fees or any other amounts due and owing under this Addendum, the Training Suite Fees, on a monthly recurring basis on the due date of such fee. For your first Center licensing the Training Suite, you will begin incurring Training Suite Fees ninety (90) days after the Effective Date regardless of whether you have attended Training Suite training program. For each additional Center owned by you or any of your Principal Owner(s) as of the Effective Date of this Addendum, licensing the Training Suite, you will begin incurring Training Suite Fees upon the Effective Date. You authorize us to deduct the Training Suite Fees, and any additional costs from the remittance collected by our designated billing and payment processor for the Center. You agree we may deduct the Training Suite Fees for any and all Centers owned by you, regardless of whether or not you have executed an Addendum for that Center.

You agree that any amount not received by us when due shall bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. You must reimburse us and our affiliates for all costs incurred in the collection of unpaid amounts, including attorneys' fees.

c. Additional Support. If you request additional support, training, coaching or consulting, you agree to pay to us our then-current rates, plus reasonable travel expenses.

d. Required Equipment, Hardware, and Software. You must pay us, our affiliates, and/or our designated vendors for use of all required equipment, hardware, and/or software that meets our then-current standards and specifications in connection with the Training Suite as set forth in the Manual (as defined in the Franchise Agreement) or otherwise in writing.

5. TERM AND TERMINATION.

a. The term of this Addendum will commence on the Effective Date set forth in the Rider attached to this Addendum, and subject to earlier termination as described herein, will automatically and immediately terminate upon the expiration or termination of the Franchise Agreement.

b. You must successfully complete all required Training Suite training program and commence offering the Training Suite to your members on or before the Roll Out Date set forth in the Rider attached to this Addendum. Failure to successfully complete all required training and commence offering the Training Suite to the public on or before the Roll-Out Date will constitute a default under your Franchise Agreement.

c. This Addendum automatically and immediately terminates upon the termination or expiration of any agreement between us or our affiliates and any third party for the license or provision of the Training Suite.

d. Upon termination or expiration of this Addendum or the license, all rights granted to you under this Addendum shall terminate, the license shall revert to us, and you shall have the following obligations: (i) you will immediately deliver to us all Confidential Information related to the Training Suite, including any operation manual for the Training Suite, in its possession or control, and all copies and any other forms of reproductions of these materials and any other materials provided by us and all copies thereof of any other forms of reproductions of these materials, and you shall neither retain nor convey to another any copy or record of any of the foregoing and you agree that all these materials are our exclusive property; (ii) you shall immediately cease using the Training Suite; (iii) you shall comply with the applicable covenants contained in this Addendum and the Franchise Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or Confidential Information; and (iv) from and after termination of this Addendum, upon our request, you shall cooperate with us in connection with any steps required or appropriate to be taken as a result of the termination of this Addendum, and you shall furnish us, upon request, such further information, execute and deliver such other documents and do such other acts and things, all as we may reasonably request for the purpose of carrying out the intent of this Addendum.

6. TRANSFER.

In the event of the transfer or assignment of your Franchise Agreement, your transferee or assignee will be required to sign an addendum, in similar form to this Addendum, agreeing to continue to receive access to the Training Suite for the remaining term of the Franchise Agreement.

7. OWNERSHIP OF INFORMATION.

You acknowledge and agree that the information that we or our affiliates obtain from you or your affiliates through the access and use of the Training Suite or information in your records related to the Training Suite is considered part of the Information System (as defined in the Franchise Agreement) and you must comply with all terms of the Franchise Agreement and the Manual (as defined in the Franchise Agreement) related to the Information.

8. CONFIDENTIAL INFORMATION/IMPROVEMENTS/COPYRIGHTS.

You acknowledge and agree that the Training Suite and the Confidential Information described in this Addendum are part of the System and subject to the same confidentiality restrictions as described in the Franchise Agreement. You must require your employees who have access to Confidential Information to sign a written covenant not to compete and confidentiality agreement. You shall be directly responsible and liable to us for any acts or omissions of its employees relating to Confidential Information as if such

acts or omissions were your own. You will immediately report to us the theft, loss or destruction of any Confidential Information. You hereby agree that, during and after the Term, you, your owners, principals and employees will: (a) not use the Confidential Information in any other business or capacity, including any derivative or spin-off of the Training Suite; (b) maintain the absolute secrecy and confidentiality of the Confidential Information; (c) not make unauthorized copies of any portion of the Confidential Information, whether in tangible or intangible form; and (d) adopt and implement all procedures that we prescribe to prevent unauthorized use or disclosure of, or access to, the Confidential Information. You further acknowledge and agree that any Derivative Work is considered an Improvement, as described in the Franchise Agreement, and that many aspects of the Training Suite are Copyrighted Materials, as described in the Franchise Agreement.

9. ACKNOWLEDGMENTS.

You hereby acknowledge and agree that we and our affiliates, and their officers, directors, members, employees and agents, have not given any assurance, nor made any representation or warranty of any kind, expressed or implied, as to the quality, performance or financial potential of the Training Suite, the successful operation of the Training Suite and the Centers, or for any other purpose. You do not have the right to modify, edit, copy, reproduce, create Derivative Works, reverse engineer, alter, enhance, or exploit the Training Suite.

10. DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS NOT INCLUDED IN THIS ADDENDUM. YOUR USE OF THE TRAINING SUITE IS SOLELY AT LICENSE'S OWN RISK. THE TRAINING SUITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE TRAINING SUITE.

11. LIMITATION OF LIABILITY AND DAMAGES.

You must ensure that any customer participating in any training program associated with the Training Suite signs a waiver of liability releasing you, us, and our respective affiliates for any liability in connection with such training program. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY SUCH NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE USE OF THE TRAINING SUITE OR THAT RESULTS FROM THE USE OR INABILITY TO USE THE TRAINING SUITE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, IN NO EVENT WILL OUR LIABILITY UNDER THIS ADDENDUM EXCEED THE AMOUNT OF FEES PAID BY YOU TO US HEREUNDER FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE LIABILITY IS INCURRED.

12. RELEASE.

In consideration of our license of the Training Suite to you and for our execution of this Addendum, you hereby release and forever discharge AF, and our affiliates, as well as their respective past and present members, shareholders, directors, officers, employees and agents, in their corporate and individual capacities, and their respective heirs, personal representatives, successors and assigns, from any and all claims, known or unknown, that you may have against such parties, from the beginning of time to the date hereof, whether in law or in equity, including, but not limited to, any claims arising out of the offer or sale of any franchise to you, and any matters arising under the Franchise Agreement or under any other agreement between you and us or our affiliates.

13. GENERAL.

In other respects, the Franchise Agreement will continue in full force and effect. Any terms not defined in this Addendum will have the meaning described in the Franchise Agreement.

14. TERMINATION OF LICENSE WITH ALLOY PERSONAL TRAINING SOLUTIONS.

You agree that upon execution of this Addendum, any agreement between you and Alloy Personal Training Solutions, LLC for the license of any Alloy® personal training services, products or programming for use at any or all of your Center(s), shall automatically terminate.

WE:

YOU:

ANYTIME FITNESS, LLC

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT R

DIGITAL MEDIA AUTHORIZATION FORM

MEDIA AUTHORIZATION

CLIENT:	_____	DATE:	_____
CAMPAIGN:	GROW BASE	REVISION:	Original

TACTIC/VENDOR	UNIT	FLIGHT DATES	COST
GROW	Facebook, Instagram, Google Search		

*Budgets will be allocated across partners and targeting tactics based on KPI performance

AUTHORIZATION TOTAL: \$0

This Media Authorization ("MA") is subject to the IAB Standard Terms and Conditions for Interactive Advertising for Media Buys One Year or Less Version 3.0 ("IAB Terms"). Terms defined in the IAB Terms shall have the same meaning in these MA Terms unless otherwise stated herein. We, as Advertiser, a disclosed principal, hereby authorize ANYTIME FITNESS, LLC, to purchase the media services set forth in this MA as our agent.

This MA is subject to the terms and conditions of our agreements with ANYTIME FITNESS, LLC, all of which are incorporated herein by reference. We assume all final responsible and liability for payment of the media services and agree to indemnify, defend, and hold ANYTIME FITNESS, LLC harmless from any failure to pay. We understand that the rate card above may change prior to acceptance of this MA subject to standard "hedge" clauses regarding notice periods for rate increases and termination and cancellation rights set forth in the IAB Terms.

Approved _____ Date _____

Grow Digital Marketing _____ Date _____

MEDIA AUTHORIZATION

CLIENT:		DATE:	
CAMPAIGN:	GROW CUSTOM	REVISION:	Original

TACTIC/VENDOR	UNIT	FLIGHT DATES	COST
GROW	Facebook, Instagram, Google Search, Yelp, DBM		

*Budgets will be allocated across partners and targeting tactics based on KPI performance

AUTHORIZATION TOTAL: \$0

This Media Authorization ("MA") is subject to the IAB Standard Terms and Conditions for Interactive Advertising for Media Buys One Year or Less Version 3.0 ("IAB Terms"). Terms defined in the IAB Terms shall have the same meaning in these MA Terms unless otherwise stated herein. We, as Advertiser, a disclosed principal, hereby authorize ANYTIME FITNESS, LLC, to purchase the media services set forth in this MA as our agent. This MA is subject to the terms and conditions of our agreements with ANYTIME FITNESS, LLC, all of which are incorporated herein by reference. We assume all final responsible and liability for payment of the media services and agree to indemnify, defend, and hold ANYTIME FITNESS, LLC harmless from any failure to pay. We understand that the rate card above may change prior to acceptance of this MA subject to standard "hedge" clauses regarding notice periods for rate increases and termination and cancellation rights set forth in the IAB Terms.

Approved	Date
Grow Digital Marketing	Date

MEDIA AUTHORIZATION

CLIENT:		DATE:	
CAMPAIGN:		REVISION:	
GROW CUSTOM		Original	
TACTIC/VENDOR	UNIT	FLIGHT DATES	COST
GROW	Facebook, Instagram, Google Search		
AUTHORIZATION TOTAL:			\$0

*Budgets will be allocated across partners and targeting tactics based on KPI performance

This Media Authorization ("MA") is subject to the IAB Standard Terms and Conditions for Interactive Advertising for Media Buys One Year or Less Version 3.0 ("IAB Terms"). Terms defined in the IAB Terms shall have the same meaning in these MA Terms unless otherwise stated herein. We, as Advertiser, a disclosed principal, hereby authorize ANYTIME FITNESS, LLC, to purchase the media services set forth in this MA as our agent. This MA is subject to the terms and conditions of our agreements with ANYTIME FITNESS, LLC, all of which are incorporated herein by reference. We assume all final responsible and liability for payment of the media services and agree to indemnify, defend, and hold ANYTIME FITNESS, LLC harmless from any failure to pay. We understand that the rate card above may change prior to acceptance of this MA subject to standard "hedge" clauses regarding notice periods for rate increases and termination and cancellation rights set forth in the IAB Terms.

Approved	Date
Grow Digital Marketing	Date

EXHIBIT S

EVOLT SOFTWARE SUBSCRIPTION AGREEMENT

Software Subscription Agreement

BETWEEN: EVOLT IOH PTY LTD ACN 609 604 908 of 'Drive Accountants', Suite 11, 232 Robina Town Centre Drive, Robina QLD 4226 (*Evolt IOH*)

AND: THE PARTY IDENTIFIED IN ITEM 1 OF THE SCHEDULE (the *Subscriber*)

BACKGROUND:

- A. The Subscriber wishes to use certain software owned by Evolt IOH.
- B. Evolt IOH has agreed to grant the Subscriber a licence to use the software, subject to the terms and conditions set out below.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement:

Business Day means a day other than:

- (a) a Saturday or a Sunday;
- (b) a day that is a public holiday in Brisbane; and
- (c) a day in the period 27 December to 31 December (inclusive);

Confidential Information includes:

- (a) all information (written or oral) including, but not limited to, drafts, sketches, designs, and work-in-progress that may be disclosed to the Subscriber from time to time;
- (b) all financial and business information of whatever kind in relation to Evolt IOH and its business, including:
 - (i) any research, diagrams, plans or other documents whatsoever belonging to Evolt IOH,

- (ii) research technology, software source code, object code, programming tools, data processes, formulae and know how;
- (c) the personnel, policies or business strategies of Evolt IOH;
 - (i) lists of names and addresses of Evolt IOH's clients and customers and potential customers and mailing lists;
 - (ii) trade secrets and Intellectual Property;
 - (iii) all information or knowledge acquired by the Subscriber as a result of Evolt IOH permitting the Subscriber to have access to any Confidential Information;
- (d) the design, specification and content of the Software;
- (e) the Personal Information of users of the Software;
- (f) the terms upon which the Software is being licensed under this Agreement;

Designated Equipment means the computer equipment, designated in Item 6 of the Schedule, upon which the Software may be used;

Documentation means all operating manuals and other printed materials referred to in Item 7 of the Schedule including users' manuals, programming manuals, modification manuals, flow charts, drawings and software listings in the possession or control of Evolt IOH which may assist or supplement the understanding or application of the Software;

Further Term means the period set out in Item 5 of the Schedule;

Initial Term means the period specified in Item 2 of the Schedule;

Intellectual Property includes without limitation the patents, copyrights, rights and circuit layouts, marks, trademarks, logos, designs, documentation, insignia, emblems, know-how, copyright material, original works, marketing information, client lists, the right to have confidential information kept confidential, the corporate image, the materials, the Documentation, the training programs, training methods, procedures, all material whether printed, audio or visual or recorded on computer software, drawings, artworks, icons, computer software and any other item or material whether licensed to or owned by Evolt IOH used directly or indirectly in or for the benefit of the business conducted by Evolt IOH whether existing at the date of this Agreement or coming into existence thereafter and any variation or modification thereto and whether in Australia or overseas;

Moral Rights has the same meaning as that term has in Part IX of the *Copyright Act 1968* (Cth);

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not, which, for the avoidance of doubt, includes (without limitation) any information relating to the age, gender and body composition of any users of the Software;

Software means the software designated in Item 4 of the Schedule and any enhancement, modification, update or new release of the that software or part thereof;

Subscription means a non-exclusive licence to use the Software;

Subscription Fee has the meaning attributed to that term in Item 3 of the Schedule;

Support Charges means the charges specified in Item 8 of the Schedule which are payable by the Subscriber to Evolt IOH;

Support Services means the support services described by clauses 6.1 and 6.2;

Term means the Initial Term and any Further Term (as the case may be); and

Works means all programs, programming, literary, dramatic, musical and artistic work within the meaning of the *Copyright Act 1968* (Cth).

1.2. Interpretation

In the interpretation of this document unless the context otherwise indicates:

- (a) references to:
 - (i) the singular includes the plural and vice versa and any gender includes any other gender;
 - (ii) anything includes part of that thing;
 - (iii) persons includes individuals, companies, associations, partnerships, bodies corporate, and governments and governmental, semi-governmental and local government and agencies;
 - (iv) documents include the document as amended, novated, supplemented, varied or replaced from time to time;
 - (v) to a party includes that party's executors, administrators, successors and permitted assigns;
 - (vi) party shall be construed as a reference to a party to this document;

- (vii) writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent or visible form;
- (viii) “\$”, “dollar”, “A\$” or “currency” is a reference to Australian currency;
- (ix) a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- (x) a clause or schedule refers to a clause or schedule in this Agreement;
- (xi) a statutory provision shall:
 - (A) include any subordinate legislation made from time to time under that provision;
 - (B) be interpreted to mean references to those provisions as respectively amended or re-enacted prior to but not after the date of this agreement;
 - (C) include that provision as from time to time modified or re-enacted provided that in the case of modifications or re-enactments made after the date of this agreement the same shall not have effected a substantive change to that provision;
- (b) the words “includes”, “including” or “such as” are not words of limitation, and when introducing an example, do not limit the meaning of the words to which the example relates to examples of a similar kind;
- (c) where a party comprises two or more persons, each agreement or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons;
- (d) where a party enters into this Agreement in its capacity as trustee of a trust, the obligations of that party shall bind that party personally and in its capacity as trustee of such trust;
- (e) unless specified otherwise, if an act is required to be done on a particular day and the act is done after 5.00pm on that day, it will be deemed to have been done on the following day;
- (f) headings do not affect the meaning of this document;
- (g) if a word or phrase is defined, any variation of that word or phrase has a similar meaning;

- (h) a reference to ‘indemnity’ means that the person giving the indemnity will indemnify and keep indemnified the person given the indemnity against any loss, damage, claims, actions, demands, costs or expenses suffered or sustained because of the event indemnified against. This means that if the person indemnified suffers any loss or must pay any money (whether or not it is actually paid) because of an indemnified event the party giving that indemnity must pay the amount of loss or the amount of liability to the indemnified party. If it does not, the indemnified party can recover the amount as a liquidated claim; and
- (i) if anything to be done under this Agreement falls on a date which is not a Business Day, then it must be done on the next Business Day.

2. GRANT OF SUBSCRIPTION

2.1. Grant

- (a) In consideration for the Subscriber paying the Subscription Fee to Evolt IOH and subject to the terms of this Agreement, Evolt IOH grants the Subscriber the Subscription for the Term.
- (b) Payment of the Subscription Fee must be paid in full to Evolt IOH in cleared funds prior to the Subscription being granted to the Subscriber for the Term.

2.2. Extension of Initial Term

- (a) Subject to clause 2.2(b), unless the Subscriber provides Evolt IOH with at least 30 days’ notice in writing prior to the expiry of the Initial Term that it does not wish to renew the Subscription for a Further Term (the *Termination Notice*), upon the expiration of the Initial Term, the Subscription will automatically renew for a Further Term.
- (b) In the event that Evolt IOH is not issued with a Termination Notice, prior to the expiration of the Initial Term, Evolt IOH may, in its absolute sole discretion:
 - (i) decide whether it will permit the Subscription to be renewed for a Further Term; and
 - (ii) vary the conditions that will apply to its granting of the Subscription for the Further Term, which may include (without limitation) the imposition of additional obligations or the variation of existing obligations, and provide notice

to the Subscriber of the nature of the varied terms that will apply to the Further Term (the *Variation Notice*).

- (c) If Evolt IOH exercises its rights pursuant to clause 2.2(b)(ii), the Subscriber must notify Evolt IOH by no later than fourteen (14) days after its receipt of the Variation Notice whether it accepts or rejects the proposed variation (the *Response Period*).
- (d) The Subscriber will be deemed to have accepted the variation contained in the Variation Notice if it fails to provide a response to the Variation Notice to Evolt IOH within the Response Period.
- (e) In the event that Evolt IOH provides its consent to renew the Subscription for a Further Term and the Subscriber:
 - (i) agrees (deemed or otherwise) to be bound by Evolt IOH's proposed variation of the terms of this Agreement in accordance with clause 2.2(b)(ii), the Initial Term will be renewed for the Further Term and this Agreement will be varied to the extent provided in the Variation Notice; and
 - (ii) does not agree to be bound by Evolt IOH's proposed variation of the terms of this Agreement in accordance with clause 2.2(b)(ii), this Agreement will terminate with effect on the expiration of the Initial Term;
 - (iii) does not agree to be bound by Evolt IOH's proposed variation of the terms of this Agreement in accordance with clause 2.2(b)(ii) and such notice of disagreement is provided to Evolt IOH after the expiration of the then current Term however within the Response Period:
 - (A) this Agreement will terminate with effect from the date that the Subscriber's notice of disagreement is provided to the Subscriber; and
 - (B) the Subscriber must pay the Subscription Fee for that period following the expiration of the relevant Term that it had access to the Software on a pro-rata basis.
- (f) The Initial Term and the Further Term (as the case may be) may be extended in accordance with the terms of this clause as many times as the parties so desire.

3. DOCUMENTATION

- (a) Evolt IOH grants the Subscriber a non-exclusive licence to use the Documentation in connection with the Software for the duration of this Agreement.

- (b) The Subscriber must not copy or reproduce the Documentation except to the extent otherwise authorised by this Agreement.

4. **SUBSCRIPTION CONDITIONS**

4.1. **Use of Software**

- (a) The Subscriber may only use the Software in accordance with the normal operating procedures as notified by Evolt IOH.
- (b) The Software may not be used on equipment other than Designated Equipment.

4.2. **No Alteration**

The Subscriber will not copy, reverse engineer, alter, modify or reproduce the Software except to the extent otherwise authorised by this Agreement or with the prior written permission of Evolt IOH.

4.3. **Remedies for misuse**

In addition to any other remedies available to Evolt IOH under this Agreement or otherwise, the Subscriber acknowledges that any unauthorised use, alteration, modification, reproduction, publication, disclosure or transfer of the Software will entitle Evolt IOH to any available equitable remedy against the Subscriber.

4.4. **Acknowledgement of Evolt IOH ownership**

The Subscriber acknowledges that Evolt IOH is the legal owner of the Software and that nothing in this Agreement constitutes the transfer of title or ownership to the Subscriber of the Software or the Documentation.

5. **SECURITY**

5.1. **Supervision**

The Subscriber is solely responsible for the use, supervision, management and control of the Software and Documentation.

5.2. **Protection**

The Subscriber must ensure that the Software is protected at all times from misuse, damage, destruction or any form of unauthorised use and that the Subscriber adopts the necessary security protocols to ensure the security of the Software.

5.3. **Record keeping**

The Subscriber must keep accurate records of use and any permitted copying, modification and disclosure of the Software. The Subscriber must provide Evolt IOH with any such records within one (1) Business Day of receiving a request of this nature from Evolt IOH.

6. **SUPPORT SERVICES**

6.1. **Provision of support services**

- (a) Subject to the Subscriber complying with its obligations pursuant to clause 6.3, Evolt IOH must provide such support services as it considers necessary in order to ensure that the Software operates in substantial conformity with the Documentation. Such support will, at the sole discretion of Evolt IOH, take the form of:
 - (i) telephone advice; or
 - (ii) such services as Evolt IOH considers are more effective given the circumstances.
- (b) Evolt IOH will provide the Support Service by ensuring the availability of suitably trained staff familiar with the operation, maintenance and support of the Software as soon as practicable during Evolt IOH's normal business hours.
- (c) The Subscriber must ensure that Evolt IOH's support personnel are provided with all information, facilities, assistance and accessories reasonably required by Evolt IOH to enable Evolt IOH to provide the Support Services.

6.2. **Exclusions from support services**

Support Services to be provided by Evolt IOH under this Agreement do not include:

- (a) correction of errors or defects caused by operation of the Software in a manner other than specified in the Documentation;
- (b) correction of errors or defects caused by modification, revision, variation, translation or alteration of the Software not authorised by Evolt IOH;
- (c) correction of errors caused by failure of the Subscriber to provide suitably qualified and adequately trained operating and programming staff for the operation of the Software;
- (d) training of operation of programming staff;
- (e) rectification of operator errors;
- (f) rectification of errors caused by incorrect use of the Software;

- (g) rectification of errors caused by equipment fault;
- (h) equipment maintenance; and
- (i) diagnosis of rectification of faults not associated with the Software.

6.3. **Support charges**

- (a) The Subscriber must pay the Support Charges at the rate and in the manner specified in the Schedule for any Support Services that, in Evolt IOH's reasonable opinion, is not able to be provided in the form of telephone advice through Evolt IOH's customer care service.
- (b) The Support Charges are exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply of the Support Services. Without limiting the foregoing, the Subscriber will be liable for any new taxes, duties or charges imposed subsequent to the date of this Agreement in respect of the Support Services.

7. **UPDATES AND NEW RELEASES**

- (a) Evolt IOH is under no obligation to provide updates or new releases of the Software.
- (b) The Subscriber acknowledges that the Subscription is for the version of the Software detailed in the Schedule and that, unless Evolt IOH notifies the Subscriber in writing otherwise:
 - (i) it is not entitled to any updated version or new release of the Software that may be developed or released (as the case may be) by Evolt IOH following the commencement of this Agreement (the *Updated Software*); and
 - (ii) additional fees may apply in order for the Subscriber to gain access to the Updated Software.
- (c) The Subscriber must provide Evolt IOH with all reasonable assistance in the event that Evolt IOH wishes to provide an update or new release of the Software to the Subscriber.

8. **CONFIDENTIAL INFORMATION**

- (a) The Subscriber acknowledges that as a result of the grant of the Subscription by Evolt IOH, the Subscriber will be given access to the Confidential Information (which includes the Personal Information).

- (b) The Subscriber covenants to Evolt IOH that:
- (i) it will treat the Confidential Information as subject to a duty of confidence and will only use the Confidential Information in a manner consistent with its rights as licensee in accordance with the terms of this Agreement;
 - (ii) except as is permitted specifically under this document, it will not in any other way use the Confidential Information without Evolt IOH's prior written consent;
 - (iii) it will ensure that all written material provided by the Evolt IOH to the Subscriber as a result of the grant of the Subscription is safely and securely stored when not in use, and the Subscriber hereby acknowledges that such material including all copies thereof remains the absolute and exclusive property of Evolt IOH; and
 - (iv) in addition to the other obligations contained in this clause, it will collect, use, disclose, store, maintain and otherwise deal with the Personal Information in accordance with:
 - (A) for Subscribers that are located in Australia – the *Privacy Act 1988* (Cth) (the *Privacy Act*);
 - (B) for Subscribers that are located outside of Australia – the Privacy Act as well as any legislation in force in the country in which the Subscriber is located which regulates the manner in which Personal Information is collected, used, disclosed and stored,which includes (without limitation), compliance with the Australian Privacy Principles contained in the Privacy Act, implementing a complaint handling process for privacy complaints and implementing a data breach response plan;
 - (v) it will ensure that its agents and contractors comply with the terms of this clause;
 - (vi) it will immediately notify Evolt IOH if it becomes aware of any breach or suspected breach of this clause 8.

9. INTELLECTUAL PROPERTY

9.1. Ownership

The Subscriber acknowledges and agrees that Evolt IOH owns, and the Subscriber has no rights or entitlements with respect to, the Intellectual Property.

9.2. **Use and Modifications**

- (a) The Subscriber acknowledges and agrees that Evolt IOH owns all Intellectual Property that the Subscriber may develop in the course of or arising out of Evolt IOH granting the Subscription to the Subscriber and, for the avoidance of any doubt, the Subscriber assigns any such Intellectual Property to Evolt IOH immediately upon its creation.
- (b) The Subscriber must not make use of or reproduce any Intellectual Property owned by Evolt IOH without the prior written approval of Evolt IOH.

9.3. **Moral Rights**

The Subscriber consents to the doing of any acts or making of any omissions by Evolt IOH and the employees, servants, agents, licensees and assigns of Evolt IOH that infringe the Subscriber's Moral Rights in any Works made by the Subscriber as a consequence (either direct or indirect) of Evolt IOH granting the Subscription to the Subscriber, including:

- (a) not naming the Subscriber as the author of a Work;
- (b) amending or modifying (whether by changing, adding to or deleting/removing) any part of the Work but only if the Subscriber is not named as the author of the amended or modified Work,

whether those acts or omissions occur before, on or after the date of this Agreement.

9.4. **Disclosure**

The Subscriber must disclose to Evolt IOH all valuable inventions, discoveries, improvements, designs, trademarks, work or other subject-matter created by or on behalf of the Subscriber during the Term that is in any way connected with Evolt IOH granting the Subscription to the Subscriber, whether capable of attracting Intellectual Property rights or not.

10. **LIABILITY**

10.1. **General exclusion**

Subject to clause 10.2, any condition or warranty which would otherwise be implied in this Agreement is excluded.

10.2. **Limitation**

Where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or

exercise of or liability under such condition or warranty, the condition or warranty will be deemed to be included in this Agreement. However, the liability of Evolt IOH for any breach of such condition or warranty will be limited, at the option of Evolt IOH, to one or more of the following:

- (a) if the breach relates to goods;
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

10.3. **No Liability**

Evolt IOH shall not be liable for indirect, incidental, special or consequential damages including loss of profits, loss of data, revenue loss or otherwise incurred by the Subscriber or any third party whether in an action in tort or contract even if Evolt IOH or its servants or agents have been advised of the possibility of such damages.

11. **INDEMNITY**

- (a) The Subscriber indemnifies Evolt IOH against the full amount of all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against Evolt IOH) that Evolt IOH may sustain or incur as a result, whether directly or indirectly, of any:
 - (i) breach of this Agreement by the Subscriber, including but not limited to, a breach in respect of which Evolt IOH exercises a right to terminate this Agreement;
 - (ii) loss of or damage to any property or injury to or death of any person caused by any act or omission of the Subscriber or its employees, contractors or agents.
- (b) The indemnities contained in this clause 11(a) will continue in full force and effect notwithstanding the termination of this Agreement.

12. **TERMINATION**

12.1. **Immediate termination**

Without limiting the generality of any other clause in this Agreement, Evolt IOH may terminate this Agreement immediately by notice in writing if:

- (a) the Subscriber is in breach of any term of this Agreement and such breach is:
 - (i) not capable of being remedied; or
 - (ii) capable of being remedied and is not remedied within 10 Business Days of notification by Evolt IOH;
- (b) the Subscriber for any reason destroys or disposes of or loses custody of the Software.

12.2. **Consequences of termination**

If notice is given to the Subscriber pursuant to clause 10.1, Evolt IOH may, in addition to terminating the Agreement:

- (a) Discontinue providing the Subscriber with access to the Software;
- (b) repossess any copies of the Software and Documentation in the possession, custody or control of the Subscriber;
- (c) be regarded as discharged from any further obligations under this Agreement; and
- (d) pursue any additional or alternative remedies provided by law.

13. **NOTICES**

13.1. **Notice in Writing**

A party giving notice under this document (including a demand, request, consent, approval, offer and any other instrument or communication made, required or authorised to be given under or pursuant to this document) must do so in writing.

13.2. **Methods of Service**

Service of any notice, document, originating process or document in a court proceeding or required to be served under any Act, under or relating to this document shall be sufficiently served:

- (a) if delivered personally to the party to be served;
- (b) if left at or sent by pre-paid registered post to:

- (i) the address of the party to be served as set out in the description of that party in the schedule to this document;
 - (ii) the last known place of abode or business of the party to be served; or
 - (iii) the registered office of any party to be served which is a company; or
- (c) if sent by facsimile or email transmission to the facsimile number or email address of the party to be served as set out in the schedule to this document or as subsequently notified for the purposes of this clause, provided that no transmission error message is received by the sender.

13.3. Electronic Communications

The parties consent to any information, notice, document, originating process or document in a court proceeding in relation to this document being given by electronic communications.

13.4. Receipt of Notices

In the case of:

- (a) serving notice in accordance with clause 13.2(b), such notice shall be deemed to have been duly served upon it being left at the relevant address or, if posted, on the fifth day after such notice has been posted; and
- (b) serving notice in accordance with clause 13.2(c), such notice shall be deemed to have been duly served and received at the time such facsimile or email transmission is sent.

13.5. Signing of Notices

A notice given or served under this document shall be sufficient if:

- (a) in the case of a corporation, it is signed by a director or secretary of that corporation or its attorney or lawyer;
- (b) in the case of an individual, it is signed by that individual or his attorney or lawyer.

13.6. Deemed Personal Service

The parties agree and acknowledge that service in accordance with clause 13 is deemed to be effective personal service of any notice, document, originating process or document in a court proceeding.

13.7. Notice May Be Given To or By Party's Solicitor

- (a) Any Notice by a party may be given and may be signed by its solicitor.

- (b) Any Notice to a party may be given to its solicitor by any of the means listed in clause 13.2 to the solicitor's business address or facsimile number.

13.8. **Non-Merger**

This clause 13 shall remain in full force and effect notwithstanding the termination of this document and shall not merge on termination.

14. **GENERAL**

14.1. **Payments**

Unless otherwise agreed with Evolt IOH in writing:

- (a) all payments are to be made in either AUD or USD;
- (b) the Subscription Fee does not include taxes and if Evolt IOH is required to pay sales, use, property, value added, or other taxes based on this Agreement then such taxes will be billed to and paid by the Subscriber; and
- (c) The payment of any amount payable to Evolt IOH is not subject to set-off for any claim by the Subscriber against Evolt IOH.

14.2. **Whole agreement**

- (a) This Agreement and the documents referred to in it contain the whole agreement between the parties relating to the transactions contemplated by this Agreement and supersedes all previous agreements between the parties relating to these transactions.
- (b) Each of the parties acknowledge that, in agreeing to enter into this Agreement, they have not relied on any representation, warranty or other assurance except those set out in this Agreement.

14.3. **Legal costs**

The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and execution of this Agreement and all documents incidental to it.

14.4. **Amendment**

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

14.5. **Assignment**

- (a) Evolt IOH may assign or transfer its rights and obligations under this Agreement upon the provision of seven (7) days' notice in writing to the Subscriber.
- (b) None of the rights or obligations under this Agreement may be assigned or transferred by the Subscriber without the written consent of Evolt IOH.

14.6. **Further assurance**

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

14.7. **Governing Law and Jurisdiction**

- (a) This Agreement is governed by and must be construed in accordance with the laws of Queensland, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland, Australia, and all courts which have jurisdiction to hear appeals from those courts and waives any right to object to proceedings being brought in those courts for any reason.

14.8. **Warranty of Authority**

The person signing this Agreement:

- (a) as attorney for any party warrants to the other parties that at the date of execution the person has not received any notice or information of the revocation of the power or attorney appointing them; and
- (b) as an authorised officer, agent or trustee of any party warrants to the other parties that at the date of execution he/she has full authority to execute this Agreement in that capacity.

14.9. **Electronic Execution**

The Subscriber acknowledges and agrees that:

- (a) it will be deemed to have signed this Agreement for the purposes of section 10 of the *Electronic Transactions Act 1999* (Cth) by its duly authorised representative indicating its acceptance of these terms on Evolt IOH's website;
- (b) no action other than that detailed in clause 14.9(a) is required in order for the Subscriber to be bound by the terms of this Agreement.

SCHEDULE

- Item 1 Subscriber:** The person nominated as being the subscriber in Evolt IOH's subscription application form, who must be an owner, licensee or lessee of at least one (1) Evolt 360 Machine.
- Item 2 Initial Term:** One (1) year, commencing on the date nominated by Evolt IOH in writing.
- Item 3 Subscription Fee:** The amount stated by Evolt IOH on the date that the Subscriber agrees to be bound by the terms of this Agreement as being the subscription fee for the Software for the region in which the Software is to be predominantly accessed by the Subscriber.
- Item 4 Software:** The reporting dashboard known as 'Evolt Insights'.
- Item 5 Further Term:** One (1) year from the date of expiration of the Initial Term or then current Further Term (as the case may be).
- Item 6 Designated Equipment:**
1. Evolt 360 Machines;
 2. Subscriber's computer systems at its place of business.
- Item 7 Documentation:** As provided to the Subscriber by Evolt IOH.
- Item 8 Support Charges:** The cost of Evolt IOH providing the Support Services which is chargeable at the rate of AUD \$90.00 per hour. Such costs payable within 30 days of receipt of an invoice for same.

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	March 27, 2020
Hawaii	April 7, 2020
Illinois	March 27, 2020
Indiana	March 27, 2020
Maryland	Pending
Michigan	March 27, 2020
Minnesota	Pending
New York	March 27, 2020
North Dakota	March 31, 2020
Rhode Island	March 31, 2020
South Dakota	March 30, 2020
Virginia	April 2, 2020
Washington	Pending
Wisconsin	March 28, 2020

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 Anytime Fitness, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa and New York require that Anytime Fitness, LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Anytime Fitness, LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Anytime Fitness, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency referred to in Exhibit A.

The franchisor is Anytime Fitness, LLC, 111 Weir Drive, Woodbury, MN 55125. Its telephone number is 651-438-5000.

ISSUANCE DATE: March 27, 2020.

The name, principal business address, and telephone number of the franchise seller(s) offering this franchise is/are _____.

Anytime Fitness, LLC authorizes the respective parties identified on Exhibit A to receive service of process for us in the particular state, except in the State of Minnesota, where any of our officers are authorized to receive service of process on our behalf.

I have received a Franchise Disclosure Document with an issuance date of March 27, 2020. This Franchise Disclosure Document included the following Exhibits: A) List of State Agencies and Agents for Service of Process; B) Table of Contents of Operations Manual; C) Lists of Franchisees and Franchisees who Left the System; D) Financial Statements; E) Franchise Agreement, Guaranty, General Release and State Specific Addenda to Franchise Agreement; F) Charitable Contribution Addendum; G) Area Development Agreement, Guaranty and State Specific Addenda to Area Development Agreement; H) State Specific Addenda to Franchise Disclosure Document; I) Healthy Contributions Agreement; J) Financing Documents; K) ProVision Security Solutions, LLC Technology Solutions Agreement; L) Cushman & Wakefield/NorthMarq Project/Construction Management Agreement; M) Nationwide Mutual Insurance Company Bond Application; N) Club Management Software Service Agreements; O) Re-Sale Assistance Agreement; P) Franchisee Questionnaire; Q) Training Suite Addendum; R) Digital Media Authorization Form; and S) Evolt Software Subscription Agreement.

Please indicate the date on which you received this Disclosure Document, then sign and print your name below, indicate the date you sign this receipt, and promptly return one completed copy of the Receipt to Anytime Fitness, LLC, at 111 Weir Drive, Woodbury, MN 55125. The second copy of the Receipt is for your records.

Date Disclosure Document Received:

Prospective Franchisee's Signature

Date Receipt Signed:

Print Name

Address:

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 Anytime Fitness, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa and New York require that Anytime Fitness, LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Anytime Fitness, LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Anytime Fitness, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency referred to in Exhibit A.

The franchisor is Anytime Fitness, LLC, 111 Weir Drive, Woodbury, MN 55125. Its telephone number is 651-438-5000.

ISSUANCE DATE: March 27, 2020.

The name, principal business address, and telephone number of the franchise seller(s) offering this franchise is/are _____.

Anytime Fitness, LLC authorizes the respective parties identified on Exhibit A to receive service of process for us in the particular state, except in the State of Minnesota, where any of our officers are authorized to receive service of process on our behalf.

I have received a Franchise Disclosure Document with an issuance date of March 27, 2020. This Franchise Disclosure Document included the following Exhibits: A) List of State Agencies and Agents for Service of Process; B) Table of Contents of Operations Manual; C) Lists of Franchisees and Franchisees who Left the System; D) Financial Statements; E) Franchise Agreement, Guaranty, General Release and State Specific Addenda to Franchise Agreement; F) Charitable Contribution Addendum; G) Area Development Agreement, Guaranty and State Specific Addenda to Area Development Agreement; H) State Specific Addenda to Franchise Disclosure Document; I) Healthy Contributions Agreement; J) Financing Documents; K) ProVision Security Solutions, LLC Technology Solutions Agreement; L) Cushman & Wakefield/NorthMarq Project/Construction Management Agreement; M) Nationwide Mutual Insurance Company Bond Application; N) Club Management Software Service Agreements; O) Re-Sale Assistance Agreement; P) Franchisee Questionnaire; Q) Training Suite Addendum; R) Digital Media Authorization Form; and S) Evolt Software Subscription Agreement.

Please indicate the date on which you received this Disclosure Document, then sign and print your name below, indicate the date you sign this Receipt, and promptly return one completed copy of the Receipt to Anytime Fitness, LLC, at 111 Weir Drive, Woodbury, MN 55125. The second copy of the Receipt is for your records.

Date Disclosure Document Received:

Prospective Franchisee's Signature

Date Receipt Signed:

Print Name

Address:
